

Code of Ethics / Distributorship Terms and Conditions

This Agreement is entered between **TOTAL LIFE RENEW (M) SDN. BHD.** - a company incorporated in Malaysia and having its place of business at No. 10-1, Jalan P4/8B, Bandar Teknologi Kajang 43500, Semenyih Selangor Malaysia (hereinafter referred to as "the Company") and the Independent Distributor (hereinafter referred to as "the Applicant ") upon submission of the Independent Distributor Application Form by the Applicant to the Company and acceptance of such application by the Company.

Now the parties hereby agree:

1. Distributorship eligibilities

1.1. The Applicant hereby warrants that:

- a. He/She is 18 years old and above. Where the Applicant is a business entity, it warrants that it is valid and has been duly registered in accordance with the applicable laws. He/she further warrants that he/she is not an undischarged bankrupt and there is no bankruptcy petition against him/her.
- b. If the Applicant holds more than one (1) active distributorship, including by way of proxy or nominee, the earliest valid registered distributorship shall prevail and shall supersede all subsequent distributorship. All such subsequent proxy or nominee distributorship shall be deemed to be null and void. Any distributorship subscription(s) paid for the subsequent distributorship (s) shall be forfeited.
- c. He/she has read and agrees to be bound by the terms and conditions of this Agreement, the Company's Rules and Regulations and Bonus Plan currently enforced by the Company, and agreed that the Company reserves the right and authority at any time to amend, alter, add or delete any of the Company's Rules and Regulations as it deems fit and necessary without prior notice; and
- d. He/she shall during his/her distributorship term, observe and abide by all laws, including but not limited to the Direct Sales and Anti-Pyramid Scheme Act 1993 (hereinafter referred to as "the Act"), and shall not infringe any laws, by-laws and regulations of the Government and local authorities in relation thereto.

- 1.2 The Applicant hereby agrees that the Company reserves the right and shall have the absolute discretion to reject any application for any reason within thirty (30) days of the Company's receipt of the Applicant's application without assigning any reason whatsoever.

- 1.3 The Applicant further understands that he/she must be in good standing, and not be in violation of any terms and conditions of this Agreement, provisions of the Company's Rules and Regulations and Bonus Plan, in order to be eligible for Bonuses from the Company.

2 Product Selection

- 2.1 The Applicant agrees that he/she is given the sole liberty and right to select the product packages that he/she intends to purchase.
- 2.2 The Applicant also declares that he/she fully understands the commitment and benefits of each product and there is no undue influence and/or misrepresentation by any person on his/her decision on the selection.
- 2.3 The Applicant understands that the products or product packages are strictly for genuine purchases and that excessive purchase of products solely for the purpose of receiving Bonuses from the Company, is not allowed.

3 Cooling-off period

- 3.1 The Applicant may request to rescind this Agreement within ten (10) working days from the date of the application and return the original Application Form and distributorship kit to the Company. The Company shall refund any payment for the products purchased within ninety (90) days following receipt by the Company of the Applicant's cancellation notice, subject always to the Company's Product Buy Back Policy.

4. Independent Contractor Status

- 4.1 The Applicant acknowledges that within herein contained shall be construed to imply the existence of a partnership with the Company or to make the Applicant an agent, legal representative or employee of the Company.
- 4.2 The Applicant is a self-employed independent contractor and is NOT authorised by the Company to act on behalf of the Company, its affiliates, shareholders, directors, officers or employees nor shall the Company be liable or bound by any act or omission of the Applicant.

5. General Terms

- 5.1 This Agreement shall be effective on the date of the Applicant's application being approved by the Company.
- 5.2 The Applicant agrees that the distributorship is valid for a period of twelve (12) months from the date of approval by the Company and shall be subject to the renewal terms and conditions as may be imposed by the Company from time to time.

- 5.3 If the Applicant's distributorship is not renewed or if it is cancelled or terminated for any reason, the Applicant shall not sell the products and/or services of the Company, nor shall the Applicant be eligible to receive Bonuses or other benefits. In the event of cancellation, termination or non-renewal, the Applicant waives all rights of the Applicant against the Company in respect of property rights, Bonuses or other remuneration or benefits.

6. Termination

- 6.1 The Applicant may cancel this Agreement at any time, and for any reason, upon submission of written notice to the Company at its principal business address.
- 6.2 The Company reserves the right to suspend the Applicant's account (including but not limited to suspend or withhold payment of any Bonus or sums due to the Applicant) at any time should the Company is of the view or has reasons to suspect or believe that the Applicant has violated the terms and conditions of this agreement, the provisions of the Company's Rules and Regulations, the provisions of the Company's Bonus plan and/or the Act.
- 6.3 The Applicant may re-apply as a distributor after termination of his/her distributorship, subject to the following regulations:
- Three (3) months has elapsed from the date of the original termination;
 - The reinstated distributor will need to submit a new application form to the Company, and all direct lines previously under the Applicant will not be reinstated beneath the Applicant; and
 - The reinstated distributor will have the entry-level position of "Member".

7. Renewal

- 7.1 The Applicant shall be solely responsible for renewing of his/her distributorship subscription on or before the month of expiry of his/her distributorship, failing which his/her distributorship shall expire on the expiry date of such distributorship.

8. Buy Back Policy

Provided the Applicant made purchases in reasonable amounts that may be sold or consumed, goods purchased that are returned within six (6) months of purchase and are of merchantable and re-saleable condition may be refunded at the Applicant's personal Written request. The Company reserves the right to conduct investigations as to the circumstances of the original purchase, including unreasonable quantity, efforts in selling and disposing of the purchased products. The Company shall not make any refund if it

has reasons to believe that the original purchases were made for intentions other than for resale or consumption. The Applicant must co-operate in such investigations, and any

wilful failure in investigations shall be a valid reason for the Company to withhold refunds under this term.

9. Product Returns and Refunds

9.1. The refund will be made within ninety (90) days from the date the products are returned to the Company and after deducting all Bonuses/Commissions previously paid out to the Applicant and/or the Applicant's introducer and a service charge equivalent to 10% on the Distributor's price for the products.

10. Representation of Bonus Plan

10.1. Bonus Plan

- a. In presenting the Company's Bonus Plan to prospects, the Applicant shall truthfully and honestly portray the earning potential of the Company's Bonus Plan and will make no specific representations of earnings and/or income guarantees to the prospects. The Applicant further agrees that he/she shall not utilise any literature, materials or sales aids not produced, or specifically authorised in writing, by the Company.
- b. The Applicant shall conduct its business in such a manner that will enable all other members to build their businesses justly and fairly.

10.2. Bonus Plan

- a. The Applicant agrees that the Company reserves the right to amend and vary the Bonus Plan and the terms and conditions applicable to the Bonus Plan from time to time depending on market conditions and fluctuations.
- b. The Applicant agrees that the monthly Bonus shall be paid by way of direct crediting through -wallet or bank as instructed i.e. auto-pay system.
- c. The monthly Bonus for any particular month shall be paid forty five (45) days after the close of the month concerned.

10.3. Selling of Products

- a. The Applicant shall honestly and truthfully represent the quality, value and performance of the Company's products and/or services and make no representations or claims about any products and/or services beyond those shown on product labels and/or in official company literature to reflect the integrity of the Company.
- b. The Applicant shall not make any statements, claims or representations to customers or prospects other than those stated in the material provided by the Company.
- c. Any statement, claim or representation made by the Applicant without the Company's consent will not be binding on the Company.
- d. The Applicant shall be liable to indemnify the Company for any claims and/or demands against the Company as a result of the Applicant's

misrepresentation.

11. Intellectual Property

- 11.1. The Applicant agrees that any published materials, brochures, catalogues or magazines bearing the Company's logo, trade name or trademark are the properties of the Company. Any reproduction of the said properties without the Company's prior consent is strictly prohibited.
- 11.2. The Applicant further agrees that any usage of the Company's intellectual property shall be subject to the Company's approval and must be in accordance to the Company's Rules and Regulations.

12. Miscellaneous

- 12.1. Amendments of the Terms
The Applicant understands that this Agreement may be amended at the sole discretion of the Company, and the Applicant agrees to abide by all such amendments. Notification of amendments shall be posted on the Company's website. Amendments shall become effective after seven (7) days from the date of publication.
- 12.2. Confidentiality/Obligations
The Applicant shall not disclose any of the trade secrets and/or information which is confidential and proprietary to the Company for any other purpose other than to develop the Applicant's business in relation to the Company.
- 12.3. Governing Laws
The parties agree that this Agreement and all the documents executed or to be executed in connection herewith shall be governed by the laws of Malaysia and the parties further agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- 12.4. Waiver
Any waiver by the Company of any breach of this Agreement shall not operate Or be construed as a waiver of any subsequent breach by the Applicant.
- 12.5. Invalidity
If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the remaining of this Agreement will remain in full force and effect.
- 12.6. Non-solicitation
The Applicant covenants that he/she shall not entice or solicit, any other member of the Company to join or become a member of another direct sales company.

13. Terms of Online Usage

13.1. The Applicant is prohibited from:

- a. using any pictures of all Total Life Renew Product or Logo or any intellectual properties.
- b. selling online, other than via the Company's official web portal or mobile applications;
- c. misrepresenting the Company's products, earning income and / or marketing plan;
- d. posting any pictures of the Company's internal memos, pictures, training materials and / or company events; and
- e. utilising any literature, materials or sales aids not produced, or specifically authorised in writing, by the company;

13.2. The Applicant agrees:

- a. not to upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful racially or ethnically, or otherwise objectionable language;
- b. not to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code file or program designed to interrupt, destroy or limit the functionality of any computer software, or hardware or telecommunication equipment.;
- c. not to collect or store personal data about other users; and
- d. not to make defamatory or derogatory statements or remarks about the Company and/or its products.

13.3. The Applicant is allowed to post before and after testimonial pictures,

13.4. The Applicant is allowed to post blog posts detailing his / her own honest opinions about the products' effects, as well as career opportunities and personal experiences with the Company.