



**Policy & Procedure**

# VITAXEL Policies & Procedure

## Content

Page

### VITAXEL POLICIES AND PROCEDURE

1. Introduction
2. Application To Be An Independent Distributor Of Vitaxel
3. Personal Information
4. Product Ordering
5. Product Return Policy
6. Exchange Products
7. Payment Of Bonus
8. Correction/ Change Of Information

### THE RULES AND RESPONSIBILITIES OF A VITAXEL INDEPENDENT DISTRIBUTOR

1. Preface
2. The Code Of Ethics For VITAXEL Independent Distributor

### THE RULES OF CONDUCT FOR VITAXEL INDEPENDENT DISTRIBUTOR

1. Eligibility As A VITAXEL Independent Distributor
2. The Independent Distributor's Representations And Warranties
3. Rights And Obligations Of The Independent Distributor
4. General Ethics
5. Renewal Of Registration; Revocation
6. Independent Distributorship With Joint Participation
7. Transferring And Terminating His/ Her Independent Distributorship
8. The Reservation Rights Of VITAXEL
9. Product Price Of VITAXEL Products
10. Marketing Of VITAXEL Products
11. Order And Delivery
12. Uncollected VITAXEL Products
13. Retail Sales And Customer Returns
14. Refund
15. Bonus Payout
16. Taxes And Other Financial Obligations
17. General Clauses

# **VITAXEL Policies and Procedure**

## **1. INTRODUCTION**

VITAXEL SDN. BHD. (“VITAXEL”) nominates the INDEPENDENT DISTRIBUTOR and the INDEPENDENT DISTRIBUTOR agrees to participate in the multi-level marketing network and direct selling system of VITAXEL. Policies and Procedures (“P&P”) means the policies, as part of the Agreement, which governs how an INDEPENDENT DISTRIBUTOR is to conduct the business and defines the rights and relationship of the parties. It is available in the VITAXEL Policies and Procedure Guidelines and may be amended from time to time by VITAXEL upon notification.

## **2. APPLICATION TO BE AN INDEPENDENT DISTRIBUTOR OF VITAXEL**

2.1 Complete the application in the Independent Distributor Application Form & Agreement with the applicant’s name, Mykad card No., date of birth and other particulars which will be stored in VITAXEL’s system. All correspondence will be based on the information saved in the VITAXEL’s system. An applicant is advised to provide complete and accurate information.

2.2 The applicant’s telephone number and email address must be stated. This is necessary in the event that VITAXEL needs to contact the applicant in order to provide efficient service or other matters.

2.3 Make sure that all the details of the applicant’s introducer are correctly filled.

2.4 Read all the terms and conditions carefully before signing.

2.5 The applicant must sign on the Independent Distributor Applicant Form & Agreement, except for registration done on the internet.

## **3. PERSONAL INFORMATION**

### **3.1. Personal Data Notice**

This Personal Data Notice is issued pursuant to the Personal Data Protection Act 2010.

### **3.2. Collection/Source/Processing Of Personal Data**

For persons applying to be an INDEPENDENT DISTRIBUTOR of VITAXEL, the applicant is required to furnish and complete the information and personal data set out in the Application Form & Agreement or online registration form to which this Personal Data Notice is attached or published for online registration.

If the applicant fails to provide VITAXEL the required information and personal data it shall be deemed that he/ she does not consent to VITAXEL processing his/ her personal data and accordingly VITAXEL would not be able to and would not process the application. VITAXEL does not collect nor keep any information or personal data about the applicant from any source other than those furnished by him/ her to VITAXEL as aforesaid or gathered from the sales conducted or carried out by the applicant once appointed as an INDEPENDENT DISTRIBUTOR.

VITAXEL will not process the applicant's personal data for any unlawful purpose and will only process his/ her personal data for the purposes set out in this Personal Data Notice and matters relating thereto.

### **3.3 Necessity And Purpose Of Collection Of Personal Data**

- 3.3.1 The information and personal data furnished or required to be furnished by the applicant to VITAXEL or collected by VITAXEL is absolutely necessary and will be processed for the following purposes which is/are intimately tied up to the performance of the contractual relationship between VITAXEL and the applicant and/or INDEPENDENT DISTRIBUTOR (once appointed):
- 3.3.1.1 to calculate, bonus, commission, incentives and other benefits which may be enjoyed by the INDEPENDENT DISTRIBUTOR under the VITAXEL Compensation Plan;
  - 3.3.1.2 to pay the INDEPENDENT DISTRIBUTOR the bonus and commission or other incentives or benefits as the case may be and to keep proper accounting records between VITAXEL and the INDEPENDENT DISTRIBUTOR;
  - 3.3.1.3 to determine the rank and promotion in accordance with VITAXEL Compensation plan;
  - 3.3.1.4 to enable the resolution of concerns or complaints;
  - 3.3.1.5 to contact and notify the INDEPENDENT DISTRIBUTOR of any events or news or marketing and product updates or launching of new products, announcements, changes to VITAXEL Compensation Plan, Terms and Conditions and other happenings;
  - 3.3.1.6 to procure the INDEPENDENT DISTRIBUTOR's upline and/or VITAXEL's other distributors or consultants to contact the applicant or persons named or mentioned in the Application Form, Nomination Form or other forms to render the INDEPENDENT DISTRIBUTOR their services, advise, counselling and support;
  - 3.3.1.7 to share the applicant's and/or INDEPENDENT DISTRIBUTOR's information and personal data with VITAXEL Group of Companies and associate/related companies within or outside Malaysia for analysis of product sales and marketing strategy to enable VITAXEL to offer better service and products to customers and which would ultimately benefit the applicant as VITAXEL's INDEPENDENT DISTRIBUTOR.
  - 3.3.1.8 to research, develop and improve VITAXEL products, services, events, programs and multi-level marketing network platform;
  - 3.3.1.9 to keep proper records and to meet all legal and regulatory requirements including but not limited to the submission of the INDEPENDENT DISTRIBUTOR's particulars and earnings from bonus, commission, incentives and other benefits; and
  - 3.3.1.10 generally to discharge VITAXEL contractual obligations to the INDEPENDENT DISTRIBUTOR.
- 3.3.2 From time to time in functions, product launches, programs and events organized by VITAXEL or other parties, VITAXEL may have taken photographs, images and videos of the INDEPENDENT DISTRIBUTOR and/or his/her spouse, children, relatives and friends and the same may be published in VITAXEL websites, newsletters, brochures, advertisement, newspapers, write-ups and other media from time to time for the purpose of VITAXEL event documentation and for publication aforesaid. If the INDEPENDENT DISTRIBUTOR does not consent to us publishing such photographs or

images, videos or likeness of applicant as aforesaid, the INDEPENDENT DISTRIBUTOR has to notify VITAXEL in writing of his/ her objection and VITAXEL will not make such publication(s) failing which it shall be deemed that the INDEPENDENT DISTRIBUTOR consents to such publication(s).

### **3.4. Failure and Refusal To Furnish Personal Data**

The information and personal data aforesaid required to be furnished to VITAXEL is mandatory if the applicant intends to join VITAXEL or remain as VITAXEL's INDEPENDENT DISTRIBUTOR, as the case may be. Failure to provide VITAXEL or preventing VITAXEL from collecting or processing the information and personal data for the purposes aforesaid in item 3 above would result in VITAXEL:

- 3.4.1 being unable to process and determine whether to accept the applicant as VITAXEL's INDEPENDENT DISTRIBUTOR;
- 3.4.2 being unable to calculate bonus, commission, incentives or other benefits and to effect such payment to the INDEPENDENT DISTRIBUTOR or submit his/ her earnings from bonus, commission, incentives or other benefits to the Inland Revenue Board;
- 3.4.3 being unable to determine the INDEPENDENT DISTRIBUTOR's rank and promotion thereby preventing VITAXEL from correctly computing the bonus, commission, incentives or other benefits earned by the applicant;
- 3.4.4 being unable to verify the compliance by the INDEPENDENT DISTRIBUTOR of the Distributor Terms and Conditions or the VITAXEL Compensation as the case may be;
- 3.4.5 being unable to contact and notify the INDEPENDENT DISTRIBUTOR of any events or news or marketing and product updates or launching of new products, announcements, changes to VITAXEL Compensation Plan, Distributor Terms and Conditions and other happenings;
- 3.4.6 being unable to procure the INDEPENDENT DISTRIBUTOR's upline and/or VITAXEL's other distributors or consultants to contact the INDEPENDENT DISTRIBUTOR from time to time to render the INDEPENDENT DISTRIBUTOR their services, advise and support;
- 3.4.7 being unable to share the INDEPENDENT DISTRIBUTOR's information and personal data with VITAXEL Group of Companies and associate/related companies for analysis of product sales and marketing strategy with a view to VITAXEL being able to offer better service and products to customers and which would ultimately benefit applicant as VITAXEL's INDEPENDENT DISTRIBUTOR.
- 3.4.8 being unable to keep proper records and to meet all legal and regulatory requirements; and
- 3.4.9 generally unable to fulfil VITAXEL's obligations to applicant as a multi-level marketing company.

### **3.5. Disclosure**

VITAXEL will not use or disclose applicant personal data other than for the purpose and to the parties set out in item 3 above. By remaining as VITAXEL's INDEPENDENT DISTRIBUTOR, as the case may be, the applicant also consents and authorizes VITAXEL to disclose information and his/ her personal data to:

- 3.5.1 VITAXEL auditors, consultants, accountants, lawyers, advisers, service providers, speakers, motivators, leaders and other employees who has a need to know to carry out their duties;
- 3.5.2 any person to whom VITAXEL are compelled or required to do so whether under any law regulations by-laws governmental directives policies or court order;

- 3.5.3 VITAXEL related holding or subsidiary companies including those which may be established in the future.

### **3.6. Security**

VITAXEL shall take due care to protect personal data and other information from loss, misuse, modification, unauthorized access or disclosure, alteration or destruction and have in place procedures to ensure the compliance thereof.

Should VITAXEL outsource or engage any third party to process the personal data and information on VITAXEL's behalf and for the purposes set out in this Personal Data Notice, VITAXEL will ensure that such third party provides sufficient guarantees in respect of technical and organizational security measures governing the processing to be carried out and take reasonable steps to ensure compliance with those measures.

### **3.7. Retention**

The personal data processed will not be kept by VITAXEL longer than is necessary for fulfilment of its purpose and unless required by law, regulations or bye-laws or bodies of any governmental or regulatory bodies for such personal data processed to be kept.

### **3.8. Data Integrity And Access**

VITAXEL will ensure that the personal data collected or processed by VITAXEL are accurate, complete, up to date and not misleading subject however that the personal data held by VITAXEL could only be as accurate as that provided or furnished to VITAXEL by the applicant and/or INDEPENDENT DISTRIBUTOR. In the circumstances it shall be the applicant's and/or INDEPENDENT DISTRIBUTOR's duty and obligation to ensure that all information and personal data provided to VITAXEL are correct, accurate, complete, up to date and are not misleading.

The applicant and/or the INDEPENDENT DISTRIBUTOR shall have a right to request access to and request for correction of information about the applicant and/or INDEPENDENT DISTRIBUTOR held by VITAXEL which is inaccurate, incomplete, misleading or not up to date and the department to contact with respect to any such inquiries or complaints is :

VITAXEL SDN. BHD.

Department: Customer Service Department

Person In Charge: Operation Manager

Tel: +603-2143 2889

Fax: +603-2143 2829

## **4. PRODUCT ORDERING**

4.1 Product ordering could be made from the Head Quarter(s) of VITAXEL, its branch(s) or any authorized business centre(s). There is no minimum limit for product ordering.

4.1.1 When an INDEPENDENT DISTRIBUTOR makes any purchase from VITAXEL or its authorized business centre(s), a copy of the cash bill must be obtained for the purpose of verifying the total order made.

4.1.2 Payment can be made through the following options:

4.1.2.1 Cash

4.1.2.2 Telegraphic Transfer (applicable at HQ only)

4.1.2.3 Credit Card

4.1.2.4 Debit card

#### 4.1.2.5 Cheque

- 4.1.3 An INDEPENDENT DISTRIBUTOR is prohibited from placing new orders unless at least 75% of the products purchased previously have been sold.
- 4.1.4 An INDEPENDENT DISTRIBUTOR is required to issue to his/her customer a Customer Receipt on every transaction of sales made.

4.2. Save as permitted by applicable laws, the INDEPENDENT DISTRIBUTOR must offer a 10 (ten) working day, cooling off period to his/ her downline and notify each downline by a legally prescribed form of his/ her right to rescind/terminate the Independent Distributor Purchase Order Contract within 10 (ten) working days commencing the day after the contract is made and provide to the downline the legally prescribed form of the notice of rescission for the downline's use if he/ she so chooses. During the cooling off period, no Product may be delivered to the downline and no payment may be accepted from the downline unless he/ she has given a written notice, 72 (seventy two) hours or more after signing the Independent Distributor Purchase Order Contract, requiring delivery of the said Products before the expiry of the cooling off period.

4.3. The Independent Distributor Purchase Order Contract Form with a downline, who serves a notice of rescission within the cooling off period, will be deemed to be rescinded/terminated by mutual consent of the downline and the INDEPENDENT DISTRIBUTOR. Any guarantee(s) given in relation to such contract, will be deemed never to have had effect.

4.4. The Independent Distributor Purchase Order Contract Form must be signed by the downline. The INDEPENDENT DISTRIBUTOR must provide the downline with two copies of the completed Independent Distributor Purchase Order Contract Form at the time of the retail sale. All blanks in the "Notice of right of rescission before the expiry of the Cooling - off Period" section referring to the ten working days cooling off period at the bottom of Independent Distributor Purchase Order Contract Form must be completed. Independent Distributor Purchase Order Contract Form should be completed and include a detailed description of the Products ordered, the amount of the sale, the retail customer's name, telephone number, the date of the sale, and signature in the Cancellation Cooling Off Period (if applicable).

4.5. For every purchase, regardless of the amount, the downline must receive the first and second copies of the Independent Distributor Purchase Order Contract Form. The first copy is the downline's record of his/ her contract for the purchase. The downline has to sign and date the Notice of Rescission in the second copy if he/ she chooses to rescind/terminate the retail sale contract within the cooling off period and return it personally or by registered post to the INDEPENDENT DISTRIBUTOR. The second copy must also be signed and dated and returned to the INDEPENDENT DISTRIBUTOR by the downline if a refund is requested. The third copy is VITAXEL's record of The Independent Distributor Purchase Order Contract Form.

4.6. In the event the downline intends to waive his/her right to the cooling off period, 72 hours or more after the Independent Distributor Purchase Order Contract Form has been signed, the statement "CANCELATION OF COOLING-OFF PERIOD OF TEN WORKING DAYS" must be printed above the place provided for the signature of the retail customer in the Independent Distributor Purchase Order Contract Form.

4.7. The INDEPENDENT DISTRIBUTOR must keep a copy of the of Independent Distributor Purchase Order Contract Form for his/ her records. He/ she must keep copies of all Independent Distributor Order Contract Form on file for at least seven years or such longer period required by applicable laws.

## **5. PRODUCT RETURN POLICY**

5.1. An INDEPENDENT DISTRIBUTOR who withdraws his/ her Distributorship in VITAXEL may return all VITAXEL products to VITAXEL within the cooling off period. All returned products must be unused, in good and saleable condition and currently marketed by VITAXEL. However, for travel packages, it's subject to terms and conditions set by travel department (agency).

5.2. After the cooling off period, an INDEPENDENT DISTRIBUTOR who withdraws his/ her Distributorship in VITAXEL may return all VITAXEL products to VITAXEL within 90 (Ninety) days from the expiry of the cooling off period. All returned products must be unused, in good and saleable condition and currently marketed by VITAXEL and VITAXEL will refund ninety percent (90%) of the amount paid by the INDEPENDENT DISTRIBUTOR for the products so purchased.

5.3. There will be NO refund for VITAXEL literature, Business Support Materials and Services and promotion items or other benefits which has already been utilised by an INDEPENDENT DISTRIBUTOR.

## **6. EXCHANGE PRODUCTS**

In the event that an INDEPENDENT DISTRIBUTOR needs to exchange one product to another, VITAXEL will only replace the exchanged Product if the Product is returned within 30 (thirty) days (including public holidays and weekend) from the date of purchase and the Product is not defective. VITAXEL will impose an administration fee of 10% on the INDEPENDENT DISTRIBUTOR price of the total value of the product returned. VITAXEL will, based on the reason given by the INDEPENDENT DISTRIBUTOR, make a decision to exchange the product, in accordance with the following procedures:

6.1 INDEPENDENT DISTRIBUTOR is to fill up the "Product Return/ Exchange Form" for the exchange of the product at VITAXEL's headquarter(s).

6.2 The product has to be in good and saleable condition as per first day purchased.

6.3 The INDEPENDENT DISTRIBUTOR Price, Bonus Value of the products exchange for must be of a higher value as compared to the products returned.

6.4 However, for travel packages, it's subject to terms and conditions set by travel department (agency).

Any exchange of benefits utilised by the INDEPENDENT DISTRIBUTOR shall be subject to the such policies and procedures of the company to which the benefit is utilised on.

## **7. PAYMENT OF BONUS**

7.1 All bonus will be paid to the INDEPENDENT DISTRIBUTOR via Telegraphic Transfer (TT) directly to their nominated bank account only.

7.2 The INDEPENDENT DISTRIBUTOR shall be responsible to check his/ her bonus statement in VITAXEL's INDEPENDENT DISTRIBUTOR online system.



7.3 VITAXEL reserves the right to deduct outstanding balances due and owing to VITAXEL from the INDEPENDENT DISTRIBUTOR's bonus and/or incentives.

**8. CORRECTION/CHANGE OF INFORMATION**

An INDEPENDENT DISTRIBUTOR may update/change his/ her personal particulars by filling up the "Personal Information Update Form", and submit the same to VITAXEL's head office or its branch(s) office. Changes can also be made by online via e-mail.

# **THE RULES AND RESPONSIBILITIES OF A VITAXEL INDEPENDENT DISTRIBUTOR**

## ***PREFACE***

All the roles and responsibilities for an INDEPENDENT DISTRIBUTOR set by VITAXEL are meant to protect the INDEPENDENT DISTRIBUTOR's rights and benefits. It is not intended to limit the freedom of an INDEPENDENT DISTRIBUTOR in operating his/ her business. It also acts as a principle guideline to a VITAXEL INDEPENDENT DISTRIBUTOR in acquiring a high standard of morality and ethics. Please read carefully and abide by the principles stated below.

## ***THE CODE OF ETHICS FOR VITAXEL INDEPENDENT DISTRIBUTOR***

As a VITAXEL INDEPENDENT DISTRIBUTOR, I agree to adhere strictly and totally to the following principles in carrying out my day-to-day business.

- 1.** As my basic principle for doing business, I will uphold the cardinal rule of doing unto others, as I would have them do unto me.
- 2.** I will uphold and follow the Code of Ethics of VITAXEL and the Rules of Conduct for VITAXEL Independent Distributor and observe total business etiquette, whilst conducting my business and observing the spirit of these rules.
- 3.** I will present truthfully and honestly the VITAXEL Compensation Plan and products as sanctioned in official VITAXEL literature.
- 4.** I will be courteous, tactful and prompt in attending to the needs of customers and will follow procedures as set out by VITAXEL in respect of replacement or return of goods.
- 5.** I will always conduct myself as an independent VITAXEL INDEPENDENT DISTRIBUTOR in a manner as to reflect only the highest standards of integrity, sincerity and responsibility.
- 6.** I will respect and carry out the roles and responsibilities of a VITAXEL INDEPENDENT DISTRIBUTOR as set forth in the "Roles and Responsibilities of a VITAXEL INDEPENDENT DISTRIBUTOR".
- 7.** I will not make use of any VITAXEL's trademark, trade name, logo, copyrighted materials, literature, promotional items or any form of VITAXEL resources for the purpose of generating other business interests.

# THE RULES OF CONDUCT FOR VITAXEL INDEPENDENT DISTRIBUTOR

## **1. Eligibility as A VITAXEL INDEPENDENT DISTRIBUTOR**

- 1.1 To be an authorized VITAXEL INDEPENDENT DISTRIBUTOR, applicants must be 18 years of age or above.
- 1.2 In order to apply as an authorized INDEPENDENT DISTRIBUTOR for VITAXEL, applicant must be introduced by an authorized VITAXEL INDEPENDENT DISTRIBUTOR and complete the "Independent Distributor Application Form & Agreement".
- 1.3 VITAXEL reserves all rights in accepting or rejecting any application for INDEPENDENT DISTRIBUTORSHIP, without having to give any reasons.
- 1.4 Applicant's INDEPENDENT DISTRIBUTORSHIP will be effective upon receiving the INDEPENDENT DISTRIBUTORSHIP notification issued by VITAXEL.
- 1.5 All rights and benefits provided to a VITAXEL INDEPENDENT DISTRIBUTOR by VITAXEL are transferable to his/her assigned beneficiary.
- 1.6 To be an INDEPENDENT DISTRIBUTOR, an applicant is required to pay RM90.00 for the INDEPENDENT DISTRIBUTORSHIP and fill-up the Independent Distributor Application Form & Agreement and submit the completed form to VITAXEL.
- 1.7 If an INDEPENDENT DISTRIBUTOR is found to have, during the past 12 months, contradicted the interests of VITAXEL and/or VITAXEL INDEPENDENT DISTRIBUTOR network, or violated the Rules of Conduct and/or the Code of Ethics for VITAXEL INDEPENDENT DISTRIBUTOR, VITAXEL reserves the right to terminate his/ her INDEPENDENT DISTRIBUTORSHIP.
- 1.8 An INDEPENDENT DISTRIBUTOR may at any time apply in writing to terminate his/ her INDEPENDENT DISTRIBUTORSHIP. The termination will be effective 7 (seven) working days from the date of submission the termination letter to VITAXEL.
- 1.9 An INDEPENDENT DISTRIBUTORSHIP may be operated through a Corporation, Partnership or Limited Liability Company subject to the following requirements :-
  - 1.9.1 Complete an Independent Distributor Application Form & Agreement, which are available at VITAXEL offices, together with the attachment of copy of Mykad and/ or passport and/ or form 9. Submit the form & attachments to VITAXEL. Incomplete forms will not be entertained.
  - 1.9.2 All officers, directors, shareholders, partners, managers of the INDEPENDENT DISTRIBUTOR and any other owner having legal or beneficial interest must agree to be bound by every term and condition of VITAXEL Policies and Procedure Guideline.
  - 1.9.3 The Corporation, Partnership or Limited Liability Company shall notify VITAXEL in writing within 14 (fourteen) days of any change in ownership or management. The request for any change in ownership or management of VITAXEL INDEPENDENT DISTRIBUTORSHIP is subject to VITAXEL's approval and the INDEPENDENT DISTRIBUTORSHIP shall file a new Form of "Personal Information Update Form".
  - 1.9.4 The failure to follow these rules or any violation of VITAXEL Business Rules and Regulations by the INDEPENDENT DISTRIBUTOR or any of its officers, directors, shareholders, partners, managers, independent distributors/downlines , owners (legal

or beneficial), or their employees, agents or other individuals working for on their behalf shall be grounds for termination of the INDEPENDENT DISTRIBUTORSHIP.

1.9.5 To ensure the integrity of the marketing program, VITAXEL may in its absolute discretion, require an INDEPENDENT DISTRIBUTORSHIP operating as a business entity to change or modify its management or ownership structure to ensure compliance with the VITAXEL Business Rules and Regulations.

## **2. THE INDEPENDENT DISTRIBUTOR'S REPRESENTATIONS AND WARRANTIES**

2.1 INDEPENDENT DISTRIBUTOR has the full capacity for civil acts and represents and warrants that he/ she is not currently subject to any prison sentence and does not have a criminal record regarding manufactures or trading of counterfeit goods, dishonest advertising, illegal business, tax evasion or defrauding customers or an offence relating to deceptive appropriation of property, abuse of trust in order to obtain property or illegal retention of property.

2.2 The INDEPENDENT DISTRIBUTOR represents and warrants that he/ she has received and reviewed thoroughly the provisions of Code of Ethics, Compensation Plan, Independent Distributorship Terms & Conditions and other policies formulated and published by VITAXEL prior to applying to become an INDEPENDENT DISTRIBUTOR.

2.3 The INDEPENDENT DISTRIBUTOR shall be able to perform his/ her VITAXEL business, including but not limited to introductory, supervisory, distributive, selling and/ or soliciting function in the sale and distribution of VITAXEL products.

2.4 The INDEPENDENT DISTRIBUTOR is not the single reseller nor has the INDEPENDENT DISTRIBUTOR a monopoly on the sales of VITAXEL products in Malaysia. VITAXEL is allowed to sell its products directly and/or through the appointment of other distributors.

2.5 The INDEPENDENT DISTRIBUTOR acknowledges the exclusive rights of VITAXEL in with regards to VITAXEL Name, Commercial Name, Trademarks, Brands, Logos, name and/ or symbol of VITAXEL and all other intellectual properties of VITAXEL.

2.6 The INDEPENDENT DISTRIBUTOR shall to all times comply with the Code of Ethics, Compensation Plan, Terms and Conditions in Independent Distributor Application Form & Agreement and other policies of VITAXEL (see VITAXEL Policies and Procedure Guideline published by VITAXEL), as well as all new rules and policies that VITAXEL may publish in the future, together with such modification and amendment as VITAXEL may take from time to time with or without any prior notice in its sole and absolute discretion ("VITAXEL Policies"). The Terms and Conditions in the Independent Distributor Application Form & Agreement and VITAXEL Policies shall constitute the full and binding agreement between the INDEPENDENT DISTRIBUTOR and VITAXEL.

2.7 The INDEPENDENT DISTRIBUTOR undertakes that he/ she will not engage in any deceptive, unfair or illegal practice and will also indemnify, defend and hold harmless VITAXEL from any cost or liability relating to any breach of the Independent Distributorship Terms & Conditions or VITAXEL Policies or violation of applicable law.

2.8. The INDEPENDENT DISTRIBUTOR is an independent contractor and not an employee of VITAXEL. As an independent contractor, the INDEPENDENT DISTRIBUTOR must:

- 2.8.1 Be self-employed, and determine in his/ her sole discretion, when the INDEPENDENT DISTRIBUTOR works and the number of hours worked; be paid Bonuses based on purchases and sales of VITAXEL Products and not the number of hours that INDEPENDENT DISTRIBUTOR work;
- 2.8.2 Be subject to entrepreneurial risk and responsible for all losses that the INDEPENDENT DISTRIBUTOR incurs as an INDEPENDENT DISTRIBUTOR;
- 2.8.3 Pay his/ her own license fees and any insurance premiums or the likes (if applicable);
- 2.8.4 Be responsible for all costs of his/her business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from VITAXEL;
- 2.8.5 Not be treated as an employee of VITAXEL for tax purposes; and
- 2.8.6 Pay any self-employment taxes required by local laws, statutes, and regulations.

2.9 The INDEPENDENT DISTRIBUTOR is not an employee, agent, partner, officer, joint venture or legal representative of VITAXEL, and except as permitted by the Independent Distributor Application Form & Agreement, the INDEPENDENT DISTRIBUTOR is not authorized to act on behalf of VITAXEL. Nothing in the Independent Distributor Application Form & Agreement is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between VITAXEL and the INDEPENDENT DISTRIBUTOR.

2.10 The INDEPENDENT DISTRIBUTOR agrees that VITAXEL has the rights:

- 2.10.1 To declare to the local competent authorities in Malaysia the transaction details done between VITAXEL and the INDEPENDENT DISTRIBUTOR;
- 2.10.2 To withhold personal income tax from Bonus, bonuses and other economic benefits payable to the INDEPENDENT DISTRIBUTOR and pay such tax amount to local taxation offices as stipulated in applicable laws;
- 2.10.3 To request the INDEPENDENT DISTRIBUTOR to provide proper name, permanent address and tax payer identification number or other necessary information for the purposes of administration system or for reporting reasons;
- 2.10.4 To reveal any information to any person about the INDEPENDENT DISTRIBUTOR under the conditions that this would facilitate the payment of the debts of the INDEPENDENT DISTRIBUTOR towards VITAXEL;
- 2.10.5 To share/ disclose INDEPENDENT DISTRIBUTOR's personal information including but not limited to INDEPENDENT DISTRIBUTOR's income/ earnings under the requirement of local competent authorities if requested.

### **3. RIGHTS AND OBLIGATIONS OF THE INDEPENDENT DISTRIBUTOR**

3.1 The INDEPENDENT DISTRIBUTOR has the right to sell VITAXEL products to end consumers under provisions stipulated in the Independent Distributorship Agreement and VITAXEL Policies and based on prices stipulated by VITAXEL.

3.2 The INDEPENDENT DISTRIBUTOR does not have the right to sell products in illegal conditions or conditions in contradiction with the VITAXEL Policies and Independent Distributorship Terms & Conditions. The INDEPENDENT DISTRIBUTOR is also prohibited to produce, sell or deal with VITAXEL products or production equipment from third party without the prior written permission of VITAXEL.

3.3 The INDEPENDENT DISTRIBUTOR may not offer for sale or sell VITAXEL products or products connected with VITAXEL in shop, business places or other similar places than those places that have been approved and designated by VITAXEL.

3.4 The INDEPENDENT DISTRIBUTOR cannot sell VITAXEL products to end consumer's at prices other than the prices specified by VITAXEL.

3.5 VITAXEL will issue an identification card called "Independent Distributorship Card" to the INDEPENDENT DISTRIBUTOR upon validating the Independent Distributor Application Form & Agreement submitted and signed by the INDEPENDENT DISTRIBUTOR so that the INDEPENDENT DISTRIBUTOR can justify his/ her VITAXEL INDEPENDENT DISTRIBUTORSHIP. The INDEPENDENT DISTRIBUTOR must present his/ her Independent Distributorship Card prior to purchasing VITAXEL products at any VITAXEL's Head Quarter(s) and Business Centre(s) in Malaysia and prior to introducing or marketing VITAXEL products for sales.

3.6 The INDEPENDENT DISTRIBUTOR is allowed to request for a replacement of the lost or damaged "Independent Distributorship Card" with a minimum charge of RM10.00 per card. .

3.7 The INDEPENDENT DISTRIBUTOR is entitled to participate in professional trainings and updating courses regarding multi-level marketing of products and the law relating to multi-level marketing of products organized and performed by VITAXEL.

3.8 The INDEPENDENT DISTRIBUTOR conducts his/ her VITAXEL business as an INDEPENDENT DISTRIBUTOR in the business of introducing, selling, marketing and/ or distributing VITAXEL products, including but not limited to determining his/ her own schedule and objectives, responsible for his/ her own expenses generated by rights and obligations mentioned in the Independent Distributor Application Form & Agreement and VITAXEL Policies.

3.9 The INDEPENDENT DISTRIBUTOR is also responsible for compliance with all applicable laws and regulations imposed by any relevant authorities of Malaysia, in particular, but not limited to those relating to business registration and/ or licensing for engaging in commercial activities and taxation of his/ her profits earned as an INDEPENDENT DISTRIBUTOR of VITAXEL products in Malaysia and shall hold VITAXEL harmless from any responsibilities and obligations in these regards.

3.10 The INDEPENDENT DISTRIBUTOR is entitled to enjoy discounts and receive financial bonuses based on the Compensation Plan (as may be amended from time to time) which is formulated and publicly announced by VITAXEL as well as registered with the relevant authorities. The INDEPENDENT DISTRIBUTOR also recognizes that his/ her financial bonuses is based on his/ her

performance of an introductory, supervisory, distributive, selling and/or soliciting function in the sale and distribution of VITAXEL products.

3.11 The INDEPENDENT DISTRIBUTOR must hold confidential and not disclose the business information related to VITAXEL to any competitors or any third party without prior approval from VITAXEL, including but not limited to commercial secrets, formulas, marketing and trade plans, confidential information, proprietary business information, data or information of commercial value relating to other independent distributors or customers, details in VITAXEL's program or VITAXEL network or VITAXEL Policies, irrespective of usage for personal purposes or for providing to competitors or the third parties.

3.12 An INDEPENDENT DISTRIBUTOR who has reached 'Platinum' level shall not be permitted to directly or indirectly join or sell the products of another company that are similar of the same type of products marketed by the VITAXEL, or the products of another multilevel marketing or direct sales company.

3.13 The INDEPENDENT DISTRIBUTOR may only submit one official Independent Distributor Application Form & Agreement. If more than one form is submitted by an applicant, only the first submitted Independent Distributor Application Form & Agreement will be accepted by VITAXEL.

3.14 The INDEPENDENT DISTRIBUTOR has the right to be the Sponsor of new independent distributors in order to develop his/ her network which is also suggested and each new independent distributor has the right to choose the Sponsor he/ she requires (not compulsory). Occasionally, one or more INDEPENDENT DISTRIBUTORS may contact the same prospect, resulting in a dispute of sponsoring rights; VITAXEL will not mediate such disputes and will only recognize the person whose name appeared as Sponsor on the first Independent Distributor Application Form & Agreement submitted by a new INDEPENDENT DISTRIBUTOR.

3.15 The INDEPENDENT DISTRIBUTOR undertakes to properly represent VITAXEL Products, VITAXEL Compensation Plan as well as VITAXEL Policies in theirs entirely, without omission, distortion or misrepresentation when marketing to customers or sponsoring another person to participate in VITAXEL network. VITAXEL shall not be liable for any information that conflicts with Compensation Plan and/ or VITAXEL Policies, whether such information is imparted orally or in writing by an INDEPENDENT DISTRIBUTOR to a customer or INDEPENDENT DISTRIBUTOR that is being sponsored.

3.16 In case of INDEPENDENT DISTRIBUTOR's permanent absence (passed away), the rights of that INDEPENDENT DISTRIBUTOR including his/ her network can be inherited by his/ her beneficiaries according to the relevant laws in Malaysia subject to the submission of a certified true copy of the death certificate of the deceased with VITAXEL. In order to enable the inheritance process to run smoothly, VITAXEL will depending on each situation, allow the beneficiaries to co-register by submitting an Independent Distributor Application Form & Agreement to VITAXEL. VITAXEL reserves the right at its sole and absolute discretion, to accept or reject any registration/ co-registration.

3.17 The INDEPENDENT DISTRIBUTOR shall not be permitted to furnish valuable gifts of any kind to any employee of VITAXEL in exchange for any of VITAXEL's services.

3.18 In case of a direct-related family of an INDEPENDENT DISTRIBUTOR wants to own or set-up similar multi-level marketing company like VITAXEL, the concerned INDEPENDENT DISTRIBUTORS is

obliged to resign from his/ her INDEPENDENT DISTRIBUTORSHIP one month before beginning business. Violating this rule may result in the cancellation of his/ her VITAXEL INDEPENDENT DISTRIBUTORSHIP.

3.19 The INDEPENDENT DISTRIBUTOR is allowed to develop VITAXEL business and product across different region. The INDEPENDENT DISTRIBUTOR agrees to comply with the relevant laws, regulations and legislation of each country or region. Due to different transaction currencies in each country and in order to facilitate cross border marketing by INDEPENDENT DISTRIBUTOR, VITAXEL may adjust and publish the fees based on fluctuations of foreign exchange rates. The INDEPENDENT DISTRIBUTOR is required to pay such fee as may be determined by VITAXEL to the VITAXEL's international operation location.

#### **4. GENERAL ETHICS**

4.1 The INDEPENDENT DISTRIBUTOR must operate his/ her INDEPENDENT DISTRIBUTORSHIP in an ethical, professional, and courteous manner. This means, among other things, the following:

- 4.1.1 The INDEPENDENT DISTRIBUTOR must comply with the Terms & Conditions, Policies and Agreement and with applicable law.
- 4.1.2 The INDEPENDENT DISTRIBUTOR must operate his/ her INDEPENDENT DISTRIBUTORSHIP honestly.
- 4.1.3 The INDEPENDENT DISTRIBUTOR should indicate to prospective customers and other independent distributors who the INDEPENDENT DISTRIBUTOR are, why the INDEPENDENT DISTRIBUTOR have contacted them, and what Products the INDEPENDENT DISTRIBUTOR is selling.
- 4.1.4 The INDEPENDENT DISTRIBUTOR shall not make false or misleading claims about potential earnings under the VITAXEL Compensation Plan or about the benefits of using VITAXEL's Products.
- 4.1.5 The INDEPENDENT DISTRIBUTOR may not pressure any independent distributors or prospective independent distributors to operate in a financially irresponsible way, including, but not limited to, pressuring them to buy more Products or Business Support Materials and Services than they can reasonably use or sell, or to maintain specific inventory requirements.
- 4.1.6 The INDEPENDENT DISTRIBUTOR must not encourage or recommend that independent distributors or prospective independent distributors incur debt in order to participate in the business.
- 4.1.7 The INDEPENDENT DISTRIBUTOR must explain how to return Products or cancel an order.
- 4.1.8 The INDEPENDENT DISTRIBUTOR must not represent to prospective independent distributors that they are required to purchase Products or Product packages to become independent distributors. Prospective independent distributors must be informed that they can sign up as customers or that they may purchase Products individually and not in Product packages.



4.2 Non Disparagement. The INDEPENDENT DISTRIBUTOR may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

- 4.2.1 VITAXEL;
- 4.2.2 Its Products, or commercial activities;
- 4.2.3 Other persons;
- 4.2.4 Other companies (including competitors); or
- 4.2.5 Other companies' products, services, or commercial activities.

4.3 Harassment. The INDEPENDENT DISTRIBUTOR must operate his/ her INDEPENDENT DISTRIBUTORSHIP in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favours, or other physical, verbal, or visual behaviour of a sexual nature, with another independent distributors, Company's employee or customer.

4.4 No Contact of Vendors or Advisory Board Independent Distributors. The INDEPENDENT DISTRIBUTOR may not contact, either directly or indirectly, VITAXEL's vendors, suppliers, advisory board Independent Distributors, basic research partners, universities, or any other advisors or consultants of VITAXEL without the prior written consent of VITAXEL.

4.5 Maintaining VITAXEL's Reputation. The INDEPENDENT DISTRIBUTOR will not act in any way, including his/ her actions outside the scope of his/ her INDEPENDENT DISTRIBUTORSHIP, which could be considered detrimental to the business or reputation of VITAXEL or its independent distributors. VITAXEL has the right to, in its sole discretion, determine what actions may be considered detrimental and take action against the INDEPENDENT DISTRIBUTOR.

4.6 Records Review. As a condition to participating as an INDEPENDENT DISTRIBUTOR, the INDEPENDENT DISTRIBUTOR grants VITAXEL the right to review any records related to his/ her INDEPENDENT DISTRIBUTORSHIP in order to investigate whether the INDEPENDENT DISTRIBUTOR has been operating his/ her INDEPENDENT DISTRIBUTORSHIP in compliance with these Policies and Procedures. VITAXEL may request to review his/ her INDEPENDENT DISTRIBUTORSHIP records at any time and for any reason. The INDEPENDENT DISTRIBUTOR must comply with any request to review his/ her INDEPENDENT DISTRIBUTORSHIP records by promptly and completely making his/ her true records available for review and taking of copies by VITAXEL.

4.7 Compliance with Laws. The sale of VITAXEL Business Support Materials and Services and the performance of any VITAXEL Business Support Services must comply with these Policies and Procedures and with all applicable laws and regulations, including but not limited to laws related to consumer privacy, data protection, do not call regulations, anti-spam regulations, and any related consumer protection laws. The INDEPENDENT DISTRIBUTOR bears full responsibility for ensuring that the INDEPENDENT DISTRIBUTOR complies with all applicable laws and the INDEPENDENT DISTRIBUTOR will be liable to VITAXEL in the event VITAXEL incurs any liability as a result of his/ her

non-compliance. The INDEPENDENT DISTRIBUTOR is encouraged to consult with his/ her own legal counsel regarding his/ her compliance with these laws and regulations. While VITAXEL may review VITAXEL Business Support Materials and Services and may request modifications to such materials, VITAXEL's review of, and its permission to sell, such Business Support Materials and Services are neither legal advice from VITAXEL nor a representation in any form that the materials comply with all applicable laws.

4.8 Affordability. The INDEPENDENT DISTRIBUTOR must ensure that the quantity and cost of any Business Support Materials and Services that the INDEPENDENT DISTRIBUTOR sells to another independent distributor is reasonably related to the sales volume and Bonus level of that independent distributor. The INDEPENDENT DISTRIBUTOR may not encourage an independent distributor to go into debt to purchase either VITAXEL or VITAXEL Business Support Materials and Services.

4.9 No Selling Activity at Corporate Events. The INDEPENDENT DISTRIBUTOR may not display, promote, or sell any Business Support Materials and Services at meetings or events sponsored and conducted, in whole or in part, by VITAXEL.

4.10 Website. Although the INDEPENDENT DISTRIBUTOR may allow other independent distributor(s) to use his/ her website and assess a reasonable charge to cover his/ her costs for providing the service; the INDEPENDENT DISTRIBUTOR may not sell replicating or template websites to other independent distributors without the prior written approval of VITAXEL.

## **5.RENEWAL OF REGISTRATION; REVOCATION**

5.1 The Notice of Registration will indicate the date on which such Notice of Registration Expires. The INDEPENDENT DISTRIBUTOR may not continue to use, offer, sell or perform any Business Support Materials and Services for which the Notice of Registration has expired unless the INDEPENDENT DISTRIBUTOR has re-submitted the materials for registration with VITAXEL and have received a new Notice of Registration from VITAXEL for Business Support Materials and Services. The materials the INDEPENDENT DISTRIBUTOR wishes to renew will be submitted as part of his/ her current Application for Registration that is on file with VITAXEL and handled in accordance with the same procedure. If his/ her Application of Registration has expired, then the INDEPENDENT DISTRIBUTOR must file a new Application for Registration together with any Business Support Materials and Services that the INDEPENDENT DISTRIBUTOR wishes to renew.

5.2 VITAXEL will generate the INDEPENDENT DISTRIBUTOR's renewal membership action through deducting the amount from the E-account if there are sufficient amounts, or the INDEPENDENT DISTRIBUTOR may by using cash, credit card or other payment mode pay the Independent Distributorship renewal fees.

5.3 Notwithstanding anything to the contrary in these Policies and Procedures, VITAXEL reserves the right to terminate and revoke any Notice of Registration at any time in its sole discretion. If the Notice of Registration is revoked, then the INDEPENDENT DISTRIBUTOR must immediately cease using or distributing the specified Business Support Materials and

Services. VITAXEL is not liable for and will not reimburse the INDEPENDENT DISTRIBUTOR for any costs incurred by the INDEPENDENT DISTRIBUTOR for the production of his/ her Business Support Materials and Services that are the subject of the revocation.

## **6. TRANSFERRING AND TERMINATING HIS/ HER INDEPENDENT DISTRIBUTORSHIP**

6.1. Transferring an INDEPENDENT DISTRIBUTORSHIP. The INDEPENDENT DISTRIBUTOR may not transfer his/ her INDEPENDENT DISTRIBUTORSHIP or any rights therein, unless the INDEPENDENT DISTRIBUTOR has received the prior written consent of VITAXEL, which will not be unreasonably withheld. VITAXEL will not consent to any proposed transfer if it determines that the proposed transfer is not substantive and is being done to avoid the requirements of these Policies and Procedures. VITAXEL will not recognize any assignment, and the transferee will have no rights until the transfer has been approved by VITAXEL. Any exceptions and waivers VITAXEL has made to the INDEPENDENT DISTRIBUTORSHIP Agreement for the benefit of an INDEPENDENT DISTRIBUTORSHIP will terminate upon the transfer unless otherwise provided in a written agreement by VITAXEL.

### 6.2. Transfers Upon Death

6.2.1 Individuals. If an INDEPENDENT DISTRIBUTOR is an individual, upon his/ her death, his/ her INDEPENDENT DISTRIBUTORSHIP may be passed on to his/ her heirs, or other beneficiaries whether by will, intestate succession, or otherwise. The transfer will be recognized by VITAXEL when a court order or proper legal document addressing the transfer to a qualified transferee is submitted to VITAXEL. VITAXEL encourages INDEPENDENT DISTRIBUTOR to make appropriate arrangements in consultation with an estate-planning attorney for the transfer of his/ her INDEPENDENT DISTRIBUTORSHIP.

6.2.2 Participant in a Business Entity. If the INDEPENDENT DISTRIBUTOR is a Participant in a Business Entity, upon his/ her death his/ her interest in the INDEPENDENT DISTRIBUTORSHIP will be transferred according to the Business Entity's legal documents and applicable law governing the transfer, provided that all Persons of the transferee are qualified to hold an interest in an INDEPENDENT DISTRIBUTORSHIP under these Policies and Procedures. The transfer of his/ her interest will be recognized by VITAXEL when a court order or proper legal documents addressing the transfer to a qualified transferee are submitted to VITAXEL.

### 6.3 Termination INDEPENDENT DISTRIBUTORSHIP

6.3 Anyone who wishes to participate in the VITAXEL multi-level marketing network and direct selling system may become an INDEPENDENT DISTRIBUTOR after submitting a completed and signed Independent Distributor Application Form & Agreement which has been accepted by VITAXEL. VITAXEL reserves the right at its sole discretion to accept or reject any Independent Distributor Application Form & Agreement without intervention of any court of justice or appropriate authorities.

- 6.3.1 This Independent Distributorship Agreement shall be terminated (without intervention of any court of justice or appropriate authorities) in the following situations.
- 6.3.1.1 When VITAXEL puts an end to it with a written notice at least 7 (seven) working days prior to the date of termination of this Independent Distributorship Agreement if for any reasons the INDEPENDENT DISTRIBUTOR conducts one of the following activities:
- 6.3.1.1.1 Not to comply strictly with the provisions of VITAXEL's Policies and/ or the Independent Distributorship Agreement;
  - 6.3.1.1.2 Not to present the Independent Distributorship Card prior to introducing or marketing VITAXEL products for sale;
  - 6.3.1.1.3 To commit serious breaches of the Independent Distributorship Agreement (including but not restricting to non-payment);
  - 6.3.1.1.4 To provide fraudulent information about the benefits from participation in a multi-level marketing network of VITAXEL, or false information about the nature and use of VITAXEL products or about VITAXEL activities in order to entice others to participate in multi-level marketing of VITAXEL products;
  - 6.3.1.1.5 Others case as stipulated in Malaysian laws.
- 6.3.1.2 When VITAXEL is in a situation that prevents the fulfilment of its main obligations in accordance with the Independent Distributorship Agreement during a minimum period of 3 (three) months due to reasons not within the control of VITAXEL; or
- 6.3.1.3 When the INDEPENDENT DISTRIBUTOR puts an end to it with a written notice at least 7 (seven) working days prior to the date of termination of the Independent Distributorship Agreement, with or without any reasons.
- 6.3.2 In putting an end to the Independent Distributorship Agreement, both VITAXEL and the INDEPENDENT DISTRIBUTOR are free from its obligations related to the Terms and Conditions in INDEPENDENT DISTRIBUTOR Application Form & Agreement in the future. Upon termination of this Agreement:
- 6.3.2.1 The INDEPENDENT DISTRIBUTOR shall immediately stop carrying out his/ her activities relating to VITAXEL business as well as the use of VITAXEL Name, Commercial Name, Trademarks, Brands, Logos and other intellectual properties of VITAXEL or VITAXEL products.
- 6.3.2.2 The INDEPENDENT DISTRIBUTOR does no longer have the status of the INDEPENDENT DISTRIBUTOR and consequently shall not carry out any actions that would create misunderstandings between VITAXEL and the INDEPENDENT DISTRIBUTOR.
- 6.3.2.3 Each party will immediately pay any debts owing to the other party.
- 6.3.2.4 VITAXEL will buy back any products that the INDEPENDENT DISTRIBUTOR purchased from VITAXEL if the products satisfy the following conditions:
- 6.3.2.4.1 In good condition and re-sellable in according to their initial use purpose; and
  - 6.3.2.4.2 No more than 90 (Ninety) days commencing from the date on that the INDEPENDENT DISTRIBUTOR received the products; and
  - 6.3.2.4.3 Products have not expired as at the date of their return within 6 months; and
  - 6.3.2.4.4 The products are not seasonal products and/or products use in promotion.
- 6.3.2.5 In this case, VITAXEL shall refund the total amount money which such INDEPENDENT DISTRIBUTOR paid in order to receive products after making the deduction of

administrative costs, expenses for re-storage and other administrative costs in conditions that sum of such costs no more than ten (10) percent of the paid amount and Bonus, bonuses and/ or other economic benefits which the INDEPENDENT DISTRIBUTOR has already received as a result of receipt of such products.

6.3.2.6 VITAXEL has no obligation to compensate the INDEPENDENT DISTRIBUTOR whatever the consequences linked to the end of the Independent Distributorship Agreement.

6.3.2.7 The INDEPENDENT DISTRIBUTOR must remain discreet and cannot share with or sell to VITAXEL's competitors any information that the INDEPENDENT DISTRIBUTOR can consider as VITAXEL's commercial secrets in VITAXEL's own opinion.

6.3.3 The INDEPENDENT DISTRIBUTOR will be deemed to have relinquished his/ her entitlements and/ or rights to return purchased products as stated above and call for all unsuccessfully paid bonuses and all accumulated unpaid bonuses or rewards in VITAXEL database if these are not claimed within 3 (three) months from the date of termination.

6.3.4 After termination, INDEPENDENT DISTRIBUTOR may apply to become an INDEPENDENT DISTRIBUTOR again by submitting a new Independent Distributor Application Form & Agreement after 90 (Ninety) days from the date of termination.

## **8. THE RESERVATION RIGHTS OF VITAXEL**

8.1 Based on the availability of stock, VITAXEL will sell to the INDEPENDENT DISTRIBUTOR its products in accordance with the Terms and Conditions mentioned in the Independent Distributor Application Form & Agreement and VITAXEL Policies & Procedure.

8.2 VITAXEL can at any time stop, without prior notice, stop, decrease the production or the replenishment or change the products (the packaging, the name or the product itself) and sell the products with their modifications to the INDEPENDENT DISTRIBUTOR. In this case, VITAXEL shall not assume any legal responsibility in case of losses or damages that the INDEPENDENT DISTRIBUTOR or anyone else would suffer.

8.3 VITAXEL shall enjoy absolute discretion to amend/ update/ change or delete partially in full any of the Independent Distributorship Terms & Conditions and/ or VITAXEL Policies & Procedure without the need of prior consent from the INDEPENDENT DISTRIBUTOR or the need to give prior notice to the INDEPENDENT DISTRIBUTOR. In such cases, any change is shall be based on selling practice standard and shall also be submitted and approved by the competent authorities (if required by Malaysia law) and VITAXEL shall keep the INDEPENDENT DISTRIBUTOR informed about such changes.

## **9. PRODUCT PRICE OF VITAXEL PRODUCTS**

9.1 The retail price of each product is as stipulated on the Business Support Materials of VITAXEL such as Product Price List and/or other Promotional Materials and is valid for the limited period stipulated therein.

9.2 Based on the purchases of the INDEPENDENT DISTRIBUTOR, the Compensation Plan of VITAXEL and the price and nature of the items listed on the Business Support Materials, the INDEPENDENT DISTRIBUTOR is entitled to enjoy discounts. The discounts are calculated by the VITAXEL bonus system based on the Compensation Plan of VITAXEL that is specifically dedicated to follow up the purchases of the INDEPENDENT DISTRIBUTOR. VITAXEL and the INDEPENDENT DISTRIBUTOR agree to use this plan.

- 9.3 VITAXEL has the right to modify or change the retail price without prior notice.
- 9.4 The retail price in Peninsular Malaysia includes the delivery costs to the VITAXEL's Head Quarter(s) or Business Centre(s) but may not include the delivery costs up to the INDEPENDENT DISTRIBUTOR's location. (The retail price for East Malaysia will be announced in due course.)
- 9.5 The INDEPENDENT DISTRIBUTOR is required to pay all outstanding payments for the Orders defined in the Independent Distributorship Agreement at the VITAXEL's Head Quarter(s) or Business Centre(s) by payment method accepted by VITAXEL. The INDEPENDENT DISTRIBUTOR is not entitled to a credit allowance unless a specific authorization is given by the authorized representative of VITAXEL. After the Order is fully paid as well as processed and confirmed by VITAXEL, the products proportion to such Order shall be conducted to hand over or deliver to the INDEPENDENT DISTRIBUTOR.
- 9.6 The terms of payment are a crucial clause of the Independent Distributorship Agreement. If the INDEPENDENT DISTRIBUTOR does not pay the outstanding amounts when, VITAXEL may decide to:
- 9.6.1 Stop supplying products until the INDEPENDENT DISTRIBUTOR pays;
  - 9.6.2 Put an end to the Independent Distributorship in reference to the article 10 of the Independent Distributor Application Form & Agreement.
  - 9.6.3 Take the necessary process including legal actions to collect the outstanding payments.
- 9.7 In the event that the INDEPENDENT DISTRIBUTOR does not pay the outstanding amounts when, VITAXEL has the right to charge an interest fee for late payment. The interest rate will be in line with the one of the Central Bank of Malaysia.
- 9.8 The INDEPENDENT DISTRIBUTOR allows VITAXEL to deduct at any time and without prior notice such outstanding amounts/debts due and owing by the INDEPENDENT DISTRIBUTOR to VITAXEL from the amount of earnings of the INDEPENDENT DISTRIBUTOR in accordance with the Independent Distributor Application Form & Agreement before or after the end of the Independent Distributorship Agreement. VITAXEL will however aim at giving notice to the INDEPENDENT DISTRIBUTOR before deducting any outstanding amounts or debts from the earnings of the INDEPENDENT DISTRIBUTOR.

## **10 MARKETING OF VITAXEL PRODUCTS**

- 10.1 There are no minimum purchases or inventory requirements.
- 10.2 The INDEPENDENT DISTRIBUTOR has the right to purchase VITAXEL Products at wholesale price from VITAXEL.
- 10.3 The INDEPENDENT DISTRIBUTOR has to follow the VITAXEL Policies & Procedure to start his/ her own business in Malaysia.
- 10.4 The INDEPENDENT DISTRIBUTOR cannot make any claims about the VITAXEL Products and Compensation Plan unless such representations are contained in official company literature or on company labels of VITAXEL Products in his/ her Resident Country.
- 10.5 The INDEPENDENT DISTRIBUTOR has the right to purchase VITAXEL Products at the price stated by VITAXEL and agree that VITAXEL may change product prices without prior notice.

## **11. ORDER AND DELIVERY**

- 11.1 The INDEPENDENT DISTRIBUTOR can purchase VITAXEL Products directly from VITAXEL Head Quarter(s) (via Pick Up or Online Shopping Services); or indirectly from VITAXEL Business Centre(s) (via Pick Up) according to the Terms and Conditions provided in this Independent Distributor Application Form & Agreement, VITAXEL Policies which shall be prepared and announced by VITAXEL from time to time.
- 11.2 Each Order placed by the INDEPENDENT DISTRIBUTOR will be formed as a purchase order between the INDEPENDENT DISTRIBUTOR and VITAXEL, which is an integrated part of the Independent Distributorship Terms & Conditions.
- 11.3 VITAXEL shall only accept the valid and completed INDEPENDENT DISTRIBUTOR Purchase Order Contract that was submitted formally by the INDEPENDENT DISTRIBUTOR. Such INDEPENDENT DISTRIBUTOR shall be responsible to provide exact and valid information as required by VITAXEL, including but not limited to code and quantity of VITAXEL products ordered, his/ her INDEPENDENT DISTRIBUTOR ID. No., recipient's name, delivery's address, shipping method and payment method.
- 11.4 VITAXEL does not accept orders on credit term. Orders will not be shipped or allowed to be collected until they are paid in full. Payment must be made by credit card, cash, direct debit or such other method as may be accepted by VITAXEL.
- 11.5 VITAXEL reserves the right for making the final decision to restrain the quantity of VITAXEL products being ordered by an INDEPENDENT DISTRIBUTOR.
- 11.6 A Company E-account may be issued in instances of overpayment, Product exchanges, or in other circumstances when an order cannot be completely filled. Personal Sales Volume and Group Sales Volume (or if applicable, Commissionable Sales Value), are credited when VITAXEL E-account is used.
- 11.7 INDEPENDENT DISTRIBUTOR is required to utilise the credit in the E-account at VITAXEL Headquarter(s) personally. E-account Authorisation Form needs to be filled and signed if an INDEPENDENT DISTRIBUTOR authorised a third party to utilise the credit in E-Account on behalf.
- 11.8 With respect to the Pick Up, the INDEPENDENT DISTRIBUTOR is required to pick up the products by himself/ herself or by the authorized person (with a valid and registered Power of Attorney) at VITAXEL's Head Quarter(s) or Business Centre(s).
- 11.9 With respect to the Online Shopping Services, the INDEPENDENT DISTRIBUTOR can receive the products at his/ her office/ residence or any location stipulated in the Order and VITAXEL may impose additional delivery charges or a minimum order amount.
- 11.10 The INDEPENDENT DISTRIBUTOR is required to consent that the delivery of the product is done in accordance with the availability of the products in VITAXEL's stock.
- 11.10.1 Either on the day VITAXEL acknowledges receipt of the Orders;
- 11.10.2 Or on any date the product is received by VITAXEL's Head Quarter(s) or Business Centre(s);
- 11.10.3 Or on any date VITAXEL confirms to the INDEPENDENT DISTRIBUTOR.
- 11.11 In any case, the INDEPENDENT DISTRIBUTOR must accept that the delivery date is not the main clause of this Independent Distributorship Terms & Conditions. VITAXEL will not be liable in any way for any charges, losses or damages which the INDEPENDENT DISTRIBUTOR may incur as a result by a delivery delay.

- 11.12 All Orders, including all expenses/ costs related to receiving the products must be paid in full, processed and accepted by VITAXEL prior to releasing the ordered VITAXEL products to the INDEPENDENT DISTRIBUTOR via Pick Up and/ or Online Shopping Services.
- 11.13 The INDEPENDENT DISTRIBUTOR is responsible to verify that an Order is complete. VITAXEL is liable in the event of missing/ damaged products at the time of handover of the products to the INDEPENDENT DISTRIBUTOR. Nevertheless except for the situations stipulated in the warrantee Policy of VITAXEL, VITAXEL shall not be liable if any claim from the INDEPENDENT DISTRIBUTOR occurs after signature of the invoices and/ or the delivery notes.
- 11.14 The INDEPENDENT DISTRIBUTOR agrees that:
- 11.14.1 Except for the right to use or resale, VITAXEL does not give any other rights including intellectual properties rights regarding the products;
- 11.14.2 VITAXEL is the exclusive owner of the trademarks and brands on the products, the packaging and any other marketing tools.
- 11.15 VITAXEL maintains the right to change product prices from time to time and at any time without prior notice.
- 11.16 If so authorised and by the submission of the relevant third party authorisation form with VITAXEL, an INDEPENDENT DISTRIBUTOR may submit orders in the name of another INDEPENDENT DISTRIBUTOR to effect the purchase of Products.
- 11.17 If any cheque is returned for insufficient funds or if any credit card payment is reversed, INDEPENDENT DISTRIBUTOR must immediately make payment to VITAXEL for the full amount of the returned cheque or reversed credit card payment. If INDEPENDENT DISTRIBUTOR fail to promptly make such payment INDEPENDENT DISTRIBUTOR are in breach of the Contract.
- 11.18 INDEPENDENT DISTRIBUTOR may use another individual's credit card to order Products or VITAXEL's Business Support Materials and Services provided the relevant third party authorisation forms are submitted to VITAXEL.

## **12 UNCOLLECTED VITAXEL PRODUCTS**

- 12.1 Administrative time and costs will be incurred by VITAXEL to retain VITAXEL Products and/or Business Support Materials purchased but remain uncollected by and/or undelivered to the INDEPENDENT DISTRIBUTOR.

12.1.1 When collection is to be made by the INDEPENDENT DISTRIBUTOR and the INDEPENDENT DISTRIBUTOR fails or neglects to collect any VITAXEL Products and/or Business Support Materials purchased from VITAXEL within seven (7) days from the date of purchase, VITAXEL will deliver the purchased VITAXEL Products and/or Business Support Materials to the address as provided by the INDEPENDENT DISTRIBUTOR at reasonable delivery charges and if such VITAXEL Products and/or Business Support Materials cannot be successfully delivered to the INDEPENDENT DISTRIBUTOR or the INDEPENDENT DISTRIBUTOR fails or neglects for whatsoever reason to collect the VITAXEL Products and/or Business Support Materials from VITAXEL within six (6) months from the date of purchase; or



12.1.2. Where the INDEPENDENT DISTRIBUTOR has requested VITAXEL and VITAXEL has agreed to deliver any VITAXEL Products and/or Business Support Materials to the INDEPENDENT DISTRIBUTOR but VITAXEL is unable to deliver such VITAXEL Products and/or Business Support Materials to the INDEPENDENT DISTRIBUTOR due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by the INDEPENDENT DISTRIBUTOR, or if the INDEPENDENT DISTRIBUTOR fails or neglects to collect the VITAXEL Products and/or Business Support Materials from VITAXEL within six (6) months from the date of purchase,

Then all of such VITAXEL Products and/or Business Support Materials shall be deemed to have been delivered to and accepted by the INDEPENDENT DISTRIBUTOR upon the expiry of the aforesaid period of six (6) months, whereupon the INDEPENDENT DISTRIBUTOR shall be deemed to have irrevocably and unconditionally,

12.1.3 Waived, relinquished and surrendered all rights, title and interest in and to such VITAXEL Products and/or Business Support Materials or to a refund of the purchase price or any part thereof under the Policies and Procedures; and

12.1.4 Authorized VITAXEL and VITAXEL shall be entitled at its absolute discretion, without any liability or further reference, notice or account to me, to dispose of or deal with any such VITAXEL Products and/or Business Support Materials in any manner as VITAXEL deems fit or expedient, including without limitation the donation of such VITAXEL Products, Business Support Materials and/or goods exchanged therefor for charitable and/or humanitarian purposes.

### **13. RETAIL SALES AND CUSTOMER RETURNS**

13.1 Products purchased by the INDEPENDENT DISTRIBUTOR from VITAXEL may only be sold to retail customers, used for Product demonstrations, or for his/ her own personal use. The INDEPENDENT DISTRIBUTOR is authorized to resell Products which the INDEPENDENT DISTRIBUTOR purchases from VITAXEL to retail customers. Subject to the provisions herein below, the INDEPENDENT DISTRIBUTOR may establish his/ her own retail prices for Products and may keep all of the profits the INDEPENDENT DISTRIBUTOR earns from retailing the Products to his/ her retail customers. VITAXEL has established suggested retail prices for products based on competitive pricing in each market. Maintaining retail pricing for non-independent distributors helps to preserve the value of VITAXEL's Products and business opportunity. VITAXEL may take disciplinary measures, including possible termination of an INDEPENDENT DISTRIBUTORSHIP, in the event VITAXEL determines that an INDEPENDENT DISTRIBUTOR resells Products at price levels that impair the viability of bona fide retail pricing for other independent distributors. The selling of VITAXEL's Products in the market below VITAXEL's INDEPENDENT DISTRIBUTOR wholesale price in that market is strictly prohibited.

13.2 The INDEPENDENT DISTRIBUTOR may not sell or distribute Products to Persons, who intend to resell the Products, or have resold Products in the past. The INDEPENDENT DISTRIBUTOR are prohibited from selling to Persons, either directly or indirectly, who ultimately

13.2.1 Resell the Products through a retail store,

13.2.2 Resell the Products over the Internet, regardless of the form of Internet distribution channel, unless it has been approved by VITAXEL in writing,

13.2.3 Import the Products into an Unopened Country, or

13.2.4 Use any other method of distribution that violates the primary purpose of his/her direct selling business and that of VITAXEL. The INDEPENDENT DISTRIBUTOR must take reasonable steps to ensure that Persons who purchase Products from the INDEPENDENT DISTRIBUTOR do not intend to violate the money - back Guarantees, Customer Refunds, and Exchanges for INDEPENDENT DISTRIBUTOR's Retail Customers.

### 13.3 Product Return and Exchange by INDEPENDENT DISTRIBUTOR

13.3.1 VITAXEL reserves the right to reject any returned goods if in good faith the defect is due to wrong handling by the INDEPENDENT DISTRIBUTOR and not due to manufacturing or quality matters.

13.3.2 All returns shall be subject to the validation of presented proof including but not limited to the original invoices issued by VITAXEL, complete original packaging with item code sticker and product tag and in good condition as at purchased. VITAXEL reserves the right to reject repetitive returns.

13.3.3 In case of returns, the INDEPENDENT DISTRIBUTOR will sign a joint receipt with the representative of the Business Centre(s) or the person in charge of this type of transactions in VITAXEL's location.

### 13.4 Product Return and Exchange by Retail Customer

13.4.1 The INDEPENDENT DISTRIBUTOR must offer a 10 (ten) working days money - back guarantee to his/ her retail customers. This means that the INDEPENDENT DISTRIBUTOR must, for any reason and upon request, give a full refund of the purchase price to the retail customer. The only requirement is that the retail customer must request for the refund within 10 (ten) working days after the date of delivery of the Products and return the unused portion of the Product. The INDEPENDENT DISTRIBUTOR must make a refund for returned Products within 10 (ten) working days of the retail customer's request. VITAXEL encourages the INDEPENDENT DISTRIBUTOR to honour his/ her retail customers' requests for refunds or Product exchanges even if made more than ten working days after the date of delivery of the Products.

13.4.2 If the INDEPENDENT DISTRIBUTOR's retail customer purchases a Product directly from him/ her, and the INDEPENDENT DISTRIBUTOR's retail customer returns the Product to the INDEPENDENT DISTRIBUTOR for a refund, then the INDEPENDENT DISTRIBUTOR is responsible for, and must provide the retail customer with, a refund without any reimbursement from VITAXEL. VITAXEL encourages the INDEPENDENT DISTRIBUTOR to honour his/ her retail customer's request for

refunds even if made more than 10(ten) working days after the date of delivery of Products.

13.4.3 If the retail customer purchases a Product directly from the INDEPENDENT DISTRIBUTOR, and retail customer returns the Product to the INDEPENDENT DISTRIBUTOR for a Product exchange, then the INDEPENDENT DISTRIBUTOR is responsible for the Product exchange, and VITAXEL will only replace the exchanged Product if returned within 30(thirty) days from the date of purchased by the INDEPENDENT DISTRIBUTOR or if the Product is defected.

## **14 REFUND**

14.1 Pursuant to the refund policy in the Policies and Procedures and subject to any special terms disclosed at the time of purchase, unless otherwise required by applicable laws, VITAXEL Malaysia will refund ninety percent (90%) of the amount paid by the INDEPENDENT DISTRIBUTOR, plus applicable tax if prepaid, less applicable Bonuses, on marketable (namely, unopened and resalable) VITAXEL Products sold by VITAXEL Malaysia that are returned within 6 (six) months of the order date of the VITAXEL Products and/or Business Support Materials.

14.2 This same policy does not apply, however, to Medical Products, which must be returned within 90 (ninety) days of the order date. All Medical Products returned should not expire in less than three (3) months.

14.3 VITAXEL does not refund the original shipping costs on Products that the INDEPENDENT DISTRIBUTOR returns.

14.4 In order for VITAXEL to correctly deduct the applicable Bonuses on returned Products, the INDEPENDENT DISTRIBUTOR must keep the original sales order invoice. The INDEPENDENT DISTRIBUTOR must provide the original sales order invoice to VITAXEL at the time the INDEPENDENT DISTRIBUTOR requests for a refund.

14.5 The INDEPENDENT DISTRIBUTOR may also return individual Products that are purchased as part of a kit or package. The form of the refund will be based on the original form of payment such as a bank transfer or a credit card charge.

14.6 Instead of a refund, VITAXEL may choose other alternatives such as a Product credit. The return of Products may affect the INDEPENDENT DISTRIBUTOR's eligibility to receive Bonuses and his/her pin level, and if Bonuses have already been paid on the returned Products, then VITAXEL will deduct such Bonuses as set out above.

14.7 VITAXEL does not provide refunds for Products or Business Support Materials and Services purchased from another independent distributor. The INDEPENDENT DISTRIBUTOR must seek a refund directly from the independent distributor who sold the INDEPENDENT DISTRIBUTOR such Products or Business Support Materials and Services.

## **15 BONUS PAYOUT**

15.1 The INDEPENDENT DISTRIBUTOR must provide a copy of his/her valid MyKad card (for Malaysian) or Passport (for non-Malaysian) together with a copy of a Malaysia bank passbook or Malaysia bank account details if the INDEPENDENT DISTRIBUTOR intends to have his/her bonuses paid via bank transfer. If the INDEPENDENT DISTRIBUTOR does not provide such documents together, bonuses will be credited to the INDEPENDENT DISTRIBUTOR's E-account and can be used by the INDEPENDENT DISTRIBUTORS as a method of payment for future purchases.

- 15.2 Bonuses are payable to all local banks (CIMB Bank Berhad, Hong Leong Bank Berhad/ Hong Leong Finance, Malayan Banking Berhad, Public Bank Berhad/ Public Finance Berhad, RHB Bank Berhad).
- 15.3 Bank charges per transaction are based on prevailing rate as determined by the respective bank and shall be borne by the INDEPENDENT DISTRIBUTOR. VITAXEL will deduct the said fee from the INDEPENDENT DISTRIBUTOR's bonus automatically upon transferring.
- 15.4 Monthly bonus which is less than RM50 will be credited to Independent Distributor's E-account for further purchases.
- 15.5 VITAXEL will not be liable for any loss or damage and/ or costs and expenses incurred as a result of incorrect information given with regards to the INDEPENDENT DISTRIBUTOR's bank details.
- 15.6 VITAXEL will also not liable for any banking transaction charges and/ or administration fee imposed by the bank according to the relevant BANK NEGARA guidelines for transactions with the INDEPENDENT DISTRIBUTOR. The charges will be deducted from the INDEPENDENT DISTRIBUTOR's bonuses.

## **16 TAXES AND OTHER FINANCIAL OBLIGATIONS**

- 16.1 Each INDEPENDENT DISTRIBUTOR assumes his/her own responsibilities regarding the payment of personal income tax, health and social insurance and other taxes in accordance with the laws in Malaysia. It is important to establish and maintain a proper set of books and records for business of the INDEPENDENT DISTRIBUTOR and VITAXEL has the right to request the INDEPENDENT DISTRIBUTOR to provide such documents or any documents for justifying the payment of taxes and other financial obligations by the INDEPENDENT DISTRIBUTOR.
- 16.2 The INDEPENDENT DISTRIBUTOR agrees that VITAXEL has the rights:
- 16.2.1 To declare to the local competent authorities in Malaysia the transaction details done between VITAXEL and the INDEPENDENT DISTRIBUTOR;
  - 16.2.2 To withhold personal income tax from Bonus, bonuses and other economic benefits payable to INDEPENDENT DISTRIBUTOR and pay such tax amount to local taxation offices as stipulated in applicable laws;
  - 16.2.3 To request the INDEPENDENT DISTRIBUTOR to provide proper name, permanent address and tax payer identification number or other necessary information for the purposes of administration system or for reporting reasons;
  - 16.2.4 To reveal any information to any person about the INDEPENDENT DISTRIBUTOR under the conditions that this would facilitate the payment of the debts of the INDEPENDENT DISTRIBUTOR towards VITAXEL;
  - 16.2.5 To share/disclose INDEPENDENT DISTRIBUTOR's personal information including but not limited to INDEPENDENT DISTRIBUTOR's income/earnings under the requirement of local competent authorities if requested.

## **17 GENERAL CLAUSES**

- 17.1 The Independent Distributorship Terms & Conditions is made on an equality basis and with the will of both VITAXEL and the INDEPENDENT DISTRIBUTOR. Both VITAXEL and the INDEPENDENT DISTRIBUTOR hereby agrees and commits to fully and strictly adhere to all Terms and Conditions of the Independent Distributor Application Form & Agreement and also VITAXEL's Policies.
- 17.2 The INDEPENDENT DISTRIBUTOR hereby agrees and undertakes fully and effectively to indemnify and keep indemnified VITAXEL, its independent distributors, officers, managers, directors, employees and agents after as before the termination of their Independent Distributorship hereof for and against all damages or injuries to rights property and/ or persons,

losses, claims, demands, expenses (including legal and professional expenses), costs and liabilities which VITAXEL may at any time incur arising from or in connection with the appointment as a distributor or the usage of VITAXEL's products thereof or as a result of any and all breaches by the INDEPENDENT DISTRIBUTOR of the obligations hereunder or as a result of the INDEPENDENT DISTRIBUTOR's relations with his/ her customers and other third parties or any other provisions of the Independent Distributorship Terms & Conditions.

- 17.3 VITAXEL will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the INDEPENDENT DISTRIBUTORSHIP Agreement or other agreements between the parties. INDEPENDENT DISTRIBUTOR agree that the entire liability of VITAXEL for any claim whatsoever related to his/ her relationship with VITAXEL, including but not limited to any cause of action arising in INDEPENDENT DISTRIBUTOR Agreement, tort, or equity, will be limited to the cost of VITAXEL Products that INDEPENDENT DISTRIBUTOR have purchased from VITAXEL Malaysia.
- 17.4 The INDEPENDENT DISTRIBUTOR as a distributor or end consumer of VITAXEL's products agrees and commit to compensate VITAXEL for all damage or injuries to rights property and/ or persons, losses, claims, demands, expenses (including legal and professional expenses.) cost and liabilities which VITAXEL may at any time incur due to serious breaches by the INDEPENDENT DISTRIBUTOR of the Independent Distributorship Terms & Conditions as well as VITAXEL's Policies or bad relations with clients or others during and after the execution VITAXEL business.
- 17.5 The INDEPENDENT DISTRIBUTOR, as a self-employed person, shall be fully responsible for all his/ her business activities. The relationship between VITAXEL and the INDEPENDENT DISTRIBUTOR under this Independent Distributorship Agreement is that of an independent distributor and the INDEPENDENT DISTRIBUTOR will not assume any obligations or make any representations on behalf of VITAXEL or any company related to VITAXEL except to state that it is VITAXEL's Independent Distributor. Neither party is the employee, agent, broker, authorized distributor, legal/ authorized representative nor shall partner of the other; and nothing in this Independent Distributorship Agreement shall create any such relationship between VITAXEL and the INDEPENDENT DISTRIBUTOR.
- 17.6 This Independent Distributorship Agreement is strictly between the INDEPENDENT DISTRIBUTOR and VITAXEL. The rights and obligations of the INDEPENDENT DISTRIBUTOR can be transferred and sold to another person on a 'willing buyer willing seller' basis..
- 17.7 Any judicial announcement or information related to the Independent Distributorship Agreement and to be communicated to and between both VITAXEL and the INDEPENDENT DISTRIBUTOR must be done by writing and sent by registered mail to the parties' address mentioned in the Independent Distributorship Application Form & Agreement.
- 17.8 The laws of Malaysia shall govern the Independent Distributorship Agreement. In the event that any dispute arises in connection with the Independent Distributorship Terms & Conditions, the Parties shall resolve such dispute by negotiation and amicable conciliation. If no resolution of the dispute could be reached within 30 (thirty) days from the date on which the dispute arises, either Party may refer the dispute to Malaysian competent Court.
- 17.9 The Independent Distributorship Agreement shall be effective from the date that it is signed by the INDEPENDENT DISTRIBUTOR and approved by VITAXEL.
- 17.10 The original statements of VITAXEL are written in English. The English language text shall prevail in the event of a conflict between the English version and the translated version.

17.11 The information is correct at the point of printing; VITAXEL reserves the right to make any changes without prior notice.