

Policy and Procedures

Introduction

OlyLife is a direct selling company that market its Product through independent Distributors. The Policies and Procedures, Rules & Regulations (as defined below) is made to clearly define the relationship between Distributor and the Company, between Distributor and their customers, and between Distributors.

OlyLife is sometimes referred as "we", "us", and "our", and the Distributor is sometimes referred to as "you" and "your".

These Policies and Procedures (sometimes hereinafter referred to as the "Policies" or the "P&Ps), as currently stated and as amended from time to time by the Company with reasonable publication and distribution to the Distributor as described are incorporated into and form an integral part of the Agreement. When the term "Agreement" is used herein, it collectively refers to the OlyLife Distributor Application, these Policies and Procedures and the attached addenda (which are incorporated herein by this reference), and the OlyLife Compensation plan. The addenda may be country-specific and may modify the terms herein. You have the responsibility to read, understand, and adhere to the most current version of these Policies and Procedures.

When sponsoring a new Distributor, you must ensure that he/she is provided with the opportunity to (1) review and understand the terms and conditions of the Agreement and (2) read and understand the OlyLife Policies & Procedures and OlyLife Compensation plan prior to signing the Distributor Application.

1. Distributor Rules & Regulations

1.1 Becoming a Distributor

1.1.1 Distributor Application Form & Sales Kit/E-Kit

To become a duly authorized Distributor capable of merchandising OlyLife's products and services and sponsoring other Distributor, an applicant must apply for authorization from OlyLife by completing and signing the Distributor Application Form and obtain the OlyLife Sales Kit/E-Kit. The completed Distributor Application must be registered through OlyLife official system, and accepted by OlyLife as authorized in accordance with the provisions of Section 1.13.

1.1.2 Requirements

Without limiting any OlyLife's rights, the following are requirements for becoming a Distributor or renewing a Distributorship:

- a) Must be legal age his or her country or state of residence
- b) Must not have been terminated for breach of contract under a previous Distributorship or Distributorship with another OlyLife affiliate.
- c) Must not be an employee of a direct selling company at the time of the initial application or during the term of his/her authorization as a Distributor.
- d) Must reside within the country where the business is being registered, if this is the person's first OlyLife business in any market where OlyLife operates. The company retains the discretion to allow registration beyond the restriction.

Must not be a person serving an imprisonment sentence or otherwise confined to any correctional institution or have a previous conviction record for an offence relating to production (and/or) trading of counterfeit goods, false

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advertisement, illegal conduct of business, tax evasion (or) deception of customers, or an offence relating to deceptive appropriation of assets, abuse of trust to appropriate assets (or) unlawful possession of assets.

1.1.3

10-Day "Cooling-off Period"

All distributors are given a **ten (10) days** cooling-off period to return the goods in accordance with Clause 6 of this policy. Distributor has the rights to cancel certain sales without any penalty prior to midnight of the ten (10) working days following the transaction (date of purchased). In addition, ten (10) working days cooling-off period right to cancel at the time distributor purchases the goods and transacted with payment. Prior to the completion of any sale, the purchaser is required to acknowledge his/her ten (10) working days right of cancellation during the ten (10) working days cooling-off period.

OlyLife shall proceed with the cancellation and refund regardless of any reason providing the following steps and conditions are met :

- a) Purchaser has acknowledged and decided to maintain his/her rights by delaying the collection or delivery of the goods till the eleventh (11st) working day;
- b) No goods may be released or delivered within ten (10) working days period ; and
- c) Purchaser is required to notify OlyLife via email to cs@olylifeintl.com within ten (10) working days from the date of purchased.

The refund will be cancelled under below circumstances :

- i) Cooling-off period indicates that the ten (10) working days right of cancellation shall expire by default on the eleventh (11st) day.; or
- ii) Purchaser has agreed to rescind and waive his/her rights by instructing OlyLife to release or deliver the goods within the ten (10) working days period.

1.1.4

Cooling-Off Period (Applicable Jurisdictions)

In accordance with direct-selling regulatory requirements, the cooling-off period is offered only in jurisdictions where the Company maintains a local operating office.

At present, the cooling-off period applies exclusively to the following countries: **Malaysia, Indonesia, Thailand, and Singapore.**

A member shall be eligible for the cooling-off period only if both of the following conditions are satisfied:

1. The member's nationality is Malaysia, Indonesia, Thailand, or Singapore; and
2. The member's registered mailing address is located within the same country listed above.

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Members who do not satisfy both conditions, or whose nationality or mailing address falls outside jurisdictions where the Company has a local operating office, shall not be entitled to a cooling-off period.

Illustrative Examples (Non-Exhaustive):

- A member with Malaysian nationality but a registered mailing address in the United Kingdom is not eligible for the cooling-off period.
- A member with United Kingdom nationality but a registered mailing address in Malaysia is not eligible for the cooling-off period.

1.1.5 Acceptance or Rejection of Distributorship Application or Renewal

OlyLife reserves the right to accept or reject any Distributor Application. Likewise, OlyLife reserves the right to refuse any Renewal and can revoke the Distributorship if a Distributor's activities have not been in accordance with the Rules & Regulations or if the Distributor is not in Good Standing or has not complied with the requirements of OlyLife Policies and Procedures.

1.1.6 Date of Authorization

The date of authorization as a Distributor is when the Distributor Application has been processed and accepted by OlyLife.

1.1.7 Prohibited Sponsoring Practices

A sponsor shall not impose on a prospect, nor any Distributor, as a condition to receiving from the Sponsor assistance in the development of such person's Distributorship, conditions such as:

- a) Purchase any specified amount of products or services.
- b) Maintain a specified minimum inventory.
- c) Purchase any non-OlyLife produced "starter, decision" or other "pack" or "kit".
- d) Purchase literature, audio-visual aids or other materials.

Purchase tickets for and/or attend or participate in rallies, seminars, or other meetings.

1.1.8 Renewal

A Distributorship may be renewed at the discretion of OlyLife provided the Distributor is not in violation or breach of OlyLife's Rules and Regulations and terms of the Distributor Contract in any market automatically.

1.1.9 Termination

Distributor may terminate the Distributorship at any time by providing OlyLife with a written notice of termination to OlyLife Office. OlyLife may terminate the distributorship at any time by providing distributor with a written notice of termination at his/her specific address if he/she fails to comply with the OlyLife Policies and Procedures, including the OlyLife Rules & Regulations, the OlyLife Sales & Marketing Plan and other policies maintained by OlyLife and which have been incorporated into the Distributor Contract.

1.1.10 Conspiracy; Inducement to Breach:

A Distributor shall not conspire with any other person to breach or induce a breach of any Rules & Regulations or the OlyLife Policies and Procedures or to

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induce or attempt to induce another Distributor to breach any of the Rules & Regulations or the OlyLife Policies and Procedures. Any such activity shall constitute a breach of the Rules & Regulations or the OlyLife Policies and Procedures.

1.1.11 **Exceeding Scope of Authorization**

Distributor shall not exceed the scope of authorizations granted pursuant to the Distributor Contract. Any such activity shall constitute a breach of the Distributor Contract.

1.1.12 **Representatives or Warranties**

Distributor shall not make any false representation or statement to OlyLife, nor induce OlyLife to enter into a Distributor Contract under false pretenses, nor breach any representation or warranty implied in this contract or by law. Any such activity shall constitute a breach of the Rules & Regulations or the OlyLife Policies and Procedures.

1.1.13 **Multiple Breach**

It is a breach of the Rules & Regulations or the OlyLife Policies and Procedures for a Distributor to allow any breach to remain uncorrected following notification from OlyLife of the existence of the same, or to have multiple simultaneous, serial or repeating breaches of the Rules & Regulations or the OlyLife Policies and Procedures.

1.1.14 **Circumvention of the Rules & Regulations**

In case of any attempt to circumvent or act against the intent and spirit of the Rules & Regulations, OlyLife may at any time take corrective action at its discretion.

All Distributors shall be subject to the enforcement which is set out in the Sales Kit/E-Kit, Rules & Regulations and Policies and Procedures provided that OlyLife expressly reserves the right to terminate, at any time and with immediate effect, the authorization of a Distributor who shall have provided false information in the Application or who shall have accepted authorization as a Distributor in violation of these Rules or who shall have conducted himself/herself in a manner that in OlyLife's opinion brings the OlyLife's Sales & Marketing Plan into disrepute.

1.2 **Distributorship**

- 1.2.1 All distributors are independent distributors. Distributors are not engaged by the Company; they are neither agents, representatives nor employees of the Company.
- 1.2.2 Distributors do not have any capacity or right to sign any type of contract in the capacity of a company representative.
- 1.2.3 Distributors who give up their distributorship shall terminate all vested interests in the Company and all connections with their downlines. They can only re-join through another sponsor after six (6) months of termination.

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1.2.4 Distributors are not allowed to join other sidelines.

1.3 **Principle of Sponsoring**

1.3.1 Distributors shall explain the contents of the **Policies and Procedures and Distributorship Application** in detail to newcomers that they are bringing into the distributorship. Do not exaggerate and say untrue things, or lie, deceive or coerce the newcomers. In the event of any misrepresentation by the Distributors, Distributors will be solely responsible for such breach and shall bear the compensation to the newcomers in the event of any damages.

1.3.2 Distributor shall not publicize or promote the products or introduce new distributors using deceptive or misleading means.

1.3.3 It is strictly forbidden by the Company for distributors to change their sponsor and placement. Sponsor or placement corrections can be made if the error is reported to OlyLife within same day of enrollment before 24:00 hours (Malaysia time GMT+8).

1.3.4 If a Distributor wishes to change their sponsor or placement, they may submit a written request to OlyLife to terminate their current distributorship. After termination, they must wait for a period of six (6) months before reapplying for distributorship under a new placement.

1.3.5 It is strictly prohibited for a Distributor to directly or indirectly encourage, persuade, involve, or assist another Distributor in transferring to a different placement. This includes offering financial or non-financial incentives or benefits to induce the Distributor to terminate their current distributorship and then re-register under a different placement. Any Distributor found engaging in such practices may face immediate suspension or termination of their distributorship.

1.4 **Divorce, Separation, or Other Dissolution**

Whenever a business is ordered to be separated or divided as the result of a divorce, dissolution of a corporation or partnership (where applicable), the separation or division must be accomplished in such a way as to not adversely affect the interests and/or income of the Distributor in the Line of Sponsorship. During the division or separation process, neither party shall administer or operate, together or separately, any other distributorship without OlyLife's express written consent.

1.5 **Dissolution of a Legal Entity Operating a Distributorship**

In the absent the express written agreement of OlyLife to the contrary, prior to dissolution of a legal entity that is a signatory to a Distributor Contract, the Distributor Contract may be assigned to the authorised representative of the legal entity who signed the Distributor Contract originally on behalf of the company however it is against OlyLife's Rules & Regulations to sell the Distributorship.

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1.6 **Disposition of a Distributorship**

If a Distributor terminates his/her distributorship with OlyLife, or dies without leaving heirs who are willing and able to assume responsibility for the distributorship, OlyLife, at its sole discretion, shall decide the future of the distributorship.

1.7 **Non-Compete/ Non-Solicitation:**

- a) **Non-Compete** - A Distributor, shall not, during the existence of his/her contract of distributorship with OlyLife, and for a period of six (6) months after the termination of his/her contract of distributorship with OlyLife, engage in or carry on any business or service, either directly or indirectly, which may be considered to be in competition with or similar to the businesses of OlyLife, whether for his/her own account, or for the account of any other person.
- b) **Non-Solicitation** – Distributor shall not, during the existence of his/her contract of distributorship with OlyLife, and for a period of Six (6) months after the termination of his/her contract of distributorship with OlyLife, whether for his/her own account, or for the account of any other person , solicit, induce, attempt to solicit, attempt to induce, or otherwise entice away from OlyLife, any of its distributor.

1.8 **Property of the Company**

- 1.8.1 Distributors have the obligation to maintain the Company's tangible and intangible assets at all times.
- 1.8.2 The list of distributors recruited into OlyLife is part of the Company's property and trade secrets. The list can only be used for matters in relation to OlyLife business operations and cannot be used to promote non-OlyLife products and services.
- 1.8.3 Distributors have a strict obligation to maintain confidentiality and to avoid divulging any information regarding the trade secrets, product formulation, product source, distributorship system and commercial information etc. that they have knowledge of during the course of their contract period and up to 1 year after their contract ends.

1.9 **Maintenance of Company Image and Reputation**

- 1.9.1 Distributors shall take care in maintaining the image and reputation of the Company & Company Product at all times.
- 1.9.2 Distributors are not to engage in any actions which may defame Company and/or Company products and are detrimental to the Company image or to take part in any illegal activities.

1.10 **Publicity and Claims Made by Distributor**

- 1.10.1 Distributors are to give truthful explanations of the Company's products' features, and shall not advertise or publicize the products using exaggerated, untrue or misleading claims.
- 1.10.2 Distributors shall introduce Company products according to the product descriptions provided by the Company without changing and adding any of the

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contents which is contrary to the descriptions of the product provided by the Company.

- 1.10.3 The Company's products are not used for the treatment of any diseases and distributors are to advise customers and their downline on the proper use for the products. Issues should be dealt with according to proper procedures. Distributors are not to provide any diagnosis or medical treatments to customers when introducing Company products.
- 1.10.4 Distributors are to provide a clear explanation of the **Distributorship Application Agreement** to new members. Do not exaggerate and say untrue things, lie, deceive or threaten the newcomers etc. Distributors will have to bear the responsibility for such actions.
- 1.10.5 Distributors are not permitted to promote, publicize, or broadcast any video or audio of any kind that relates to the product in any form of media, without written consent from our company. Forms of media include advertisements and promotional material, video/ audio tapes, television, cable or satellite or radio broadcasting, internet and online marketing platforms.

1.11 **Trademarks and Packaging**

- 1.11.1 Distributors are not allowed to arbitrarily change or deface the Company's product labels and packaging, nor are they allowed to repackage or split the Company's products into smaller packaging.
- 1.11.2 Distributors are not allowed to display the Company's product for sales in a store without prior written agreement from the Company, nor are they allowed to set up signage, billboards and booths at any outdoor locations without prior written agreement from the Company.

1.12 **Product Pricing**

- 1.12.1 Distributors shall not use Company products as promotional giveaways without prior written agreement from the Company.
- 1.12.2 Distributors are not allowed to fix their own prices, cut prices, give discounts or give out high value giveaways.

1.13 **Price Cutting**

- a) Each Olylife product is assigned with a unique serial number, which will be recorded along with the distributor who collected the product. In the event of any price-cut violation, Olylife management reserves the right to trace the responsible distributor based on the product's serial number.
- b) If a distributor is found violating any provision of price undercutting, the company reserves the right to impose the following penalties:

- 1.13.1 A fine equivalent to three times the value of the undercut product will be charged to the member's account. (For example, if the product is priced at USD 1,000, the company will impose a fine of USD 3,000 on the member's account) and

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1.13.2 A fine equivalent to three times the value of the undercut product will also be imposed on the account of the member's direct sponsor. (For example, if the product is priced at USD 1,000, a fine of USD 3,000 will be imposed on the direct sponsor's account) and

1.13.3 A fine equivalent to three times the value of the undercut product will be imposed on the account of the member's team leader. (For example, if the product is priced at USD 1,000, a fine of USD 3,000 will be imposed on the team leader's account)

Simultaneously, the company may reserve the right to terminate the distributor's membership, or apply both penalties, depending on the severity of the violation and at the discretion of management.

1.14 Distributor Code of Conduct

1.14.1 Distributors should plan properly when ordering products from the Company and make a reasonable estimation of the sales volume. Please refrain from hoarding a large amount of products. The Company reserves the right to dictate the amount of products that it will issue to the individual distributors. If any unusual purchase patterns are discovered and before an acceptable explanation is provided, the Company has the right to temporarily suspend the supply of products to the involved distributor(s).

1.14.2 Distributors should take care in maintaining the quality of Company products during storage according to the instructions provided by the Company. Please keep track of the expiry dates too.

1.14.3 Distributors are not allowed to sell or act as the agent for any products similar to OlyLife products, whether or not the products are distributed by a direct selling company.

1.14.4 Distributors are not allowed to engage with or make use of other distributors in OlyLife to engage in any buying and selling activities.

1.14.5 Distributors are not allowed to pass-off non-Company products as the Company's own, nor are they allowed to sell Company products that are bundled with other products.

1.14.6 Distributors are not allowed to make use of the Company's name and organization to conduct any fund-raising activities.

1.14.7 Distributors are not to conduct their distributor business in a manner that is against the public order and moral decency.

1.14.8 Distributors are not to conduct distributorship activities in a manner that violates criminal laws and other commercial laws.

1.14.9 Distributors are to take note of and abide faithfully by the notices and amendments to the current terms and provisions that the Company may introduce at any time.

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1.14.10 Existing distributors, as well as former distributors who terminated their contracts for less than six (6) months, are not allowed to join, operate or manage, whether directly or indirectly, other direct selling organizations.

1.14.11 Distributors and Company personnel are not allowed to buy or sell OlyLife products between themselves.

1.15 **Cross-Sponsoring**

1.15.1 Distributors are not allowed to join other direct selling companies, whether directly or indirectly, nor are they allowed to entice other distributors to join these companies.

1.15.2 Distributors are not to aid, entice or encourage other distributors to leave or switch out from their original lines.

1.15.3 The Company reserves the right to take legal action against all distributors that engage in cross sponsoring, whether knowingly or unknowingly.

1.15.4 Distributors are not to establish their own lines using unethical methods, such as cross sponsoring and price slashing. The Company has the right to terminate the distributorship of any offending distributor and reserves the right to take legal action against him/her, all cost of the legal proceeding including but not limited to client-solicitor fees shall be borne by the offending distributor.

1.16 **Regional Restrictions**

Distributors are not allowed to have any right to impose any restriction on any region and are strictly prohibited to declare that they have any specific right on a particular region or area of a country.

1.17 **Violation of Distributorship Rules**

If the Company receives any complaints, or if a distributor is suspected of violating the above distributorship rules, the Company has the right to freeze the distributor's bonuses and distributorship with immediate effect while it conducts an in-depth investigation into the matter.

1.18 **Legal Implications of Distributors' Right – Contract Termination**

Distributors who commit the following violations will have their distributorship terminated:

- Fixing of prices, price-slashing, giving discounts or giving away high value gifts.
- Aiding, enticing or encouraging other distributors to leave or switch out from their original lines. The Company has the right to terminate the distributorship of both parties, whether they have committed the offence knowingly or unknowingly. The Company also reserves the right to take legal action against the distributors involved.
- Misleading consumers with unauthorized changing and falsifying of product trademarks without prior written agreement from the Company.
- Unauthorized printing, publishing and usage of the Company's marketing materials without prior written agreement/ consent from the Company.
- Exaggerated and untrue publicity of Company products. Failure in inappropriate handling of disputes with the consumer during the sale of products, thereby causing damage to the Company's reputation.

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- f) Falsifying of distributorship application or impersonating the signature of another person on documents (the forms must be signed by the actual applicant).
- g) The Company has the right to check and verify all forms and agreements. If not all parties are found to be willing and forgery and deception is detected, the Company has the right to reject or suspend any transactions. The Company also reserves the right to take legal action against the offending distributor.
- h) Violation of the Fair-Trading Act, the MLM Management model, and other legal statutes.
- i) Promoting and selling products, and recruiting distributors, using deceiving and misleading methods.
- j) Making use of the Company's name and organization to raise funds.
- k) Using pyramid selling methods that are in violation of the public order and moral decency.
- l) Engaging in direct selling activities that violate criminal laws and other commercial laws.
- m) Establishing your own line using unethical methods, such as money-grabbing and price-slashing. The Company has the right to terminate the distributorship of the offending distributor and reserves the right to take legal action against him/her.
- n) Joining other direct selling companies as a distributor, whether directly or indirectly, and enticing other distributors to join these company as well.
- o) Selling or acting as the agent for any products similar to OLYLIFE products, whether or not the products are distributed by a direct selling company.

Other violations of the distributorship which shall be determined by the Company from time to time.

1.19 Inherited Distributorship Eligibility

- 1.19.1 In the event of death or in capitation, a distributor's legal successor can apply for distributorship within six (6) months, and take over the distributorship status through transfer of distributorship or inheritance.
- 1.19.2 The successor must be a closely-related blood relation, immediate family member.
- 1.19.3 The successor must be at least 18 years of age in order to inherit the rights and obligations of the original distributor.
- 1.19.4 If the successor is an existing distributor of the Company, he/ she must be either the upline or downline of the original distributor. The successor and the original distributor cannot belong to different lines.
- 1.19.5 In the event upon the death of a Distributor and there is no inheritance initiated over the distributorship, the distributorship may be deemed abandoned. When a distributorship is deemed abandoned, the heirs shall have no further rights in the distributorship. OlyLife has the rights to move up the Line of Sponsorship to the next qualified sponsor.

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1.20 Transfer of Distributorship / Ownership of Account

1.20.1 Application and Approval Requirement

All requests for transfer of a distributorship or ownership of an account must be formally submitted to the Company for review. Approval is at the sole discretion of the Company, and no transfer shall be deemed valid without prior written consent.

1.20.2 Eligibility for Transfer

Transfers are strictly limited to immediate family members only. Immediate family is defined as:

- a) Biological or legally recognized mother, father, husband, children, grandmother, grandfather, mother-in-law, and father-in-law.
- b) The Company reserves the right to request supporting documentation (e.g. birth certificates, marriage certificates, or legal affidavits) to verify the familial relationship before any approval is granted.
- c) Furthermore, transfer can only be considered if the receiving immediate family member is not already a registered distributor under another line (also referred to as another "tree"). The new owner must be within the same organizational lineage.
- d) If the immediate family member is currently registered under a different tree, the transfer request will be automatically declined.

1.20.3 Tax Responsibility

- a) Upon approval and completion of the transfer, the new owner assumes full legal and financial responsibility for the distributorship, including but not limited to any tax obligations accrued for that calendar year.
- b) The new owner shall have no right to dispute or reject tax liabilities on the basis that they did not personally receive the commissions or earnings under the previous ownership.

2. Distributor Code of Ethics

- a) To build OlyLife career upon principles of integrity, righteousness and honesty, and will comply with all rules and regulations.
- b) To comply with all laws and regulations and will not resort to fraud and deception, or any behavior that goes against the Company's image.
- c) To comply with OlyLife's Code of Conduct and will not induct distributors or establish a downline through unethical means.
- d) To sell the products according to the Company's pricing table and will not engage in any price-slashing or give away high value gifts with the purchases.
- e) To be honest in reporting tax contributions. To be solely responsible in the event of any violation of law and evasion of taxes.
- f) To uphold the Company's image and reputation at all times.
- g) To maintain all the Company's tangible and intangible assets at all times.
- h) To use, promote and sell products and will not only focus on bringing in new distributors.

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3. Bonuses

3.1 Bonus Qualifications

As a Distributor, you are entitled to receive Bonuses from us pursuant to the currently published Compensation plan if you are in good standing and in compliance with the terms of the Agreement.

3.2 No Earning Guarantee

Distributor are neither guaranteed a specific income nor assured any level of profit or success. Distributor profit and success can come only through the successful sale, use, and consumption of the Company's Products and the sales, use, and consumption of the Company products by other Distributors in your downline.

3.3 Payment

The Company will pay your Bonuses within seven (7) business days following the close of a commission period. For business accounts, the Company will pay to the business listed on the account; otherwise, pay to the primary account holder. Without prejudice to the Company right of termination, the Company may suspend or revoke payment if Distributor are in breach of any term or condition of the Agreement. The Company has all the rights to debit/ or deduct from your account if Distributor are found owing to the Company.

3.4 Adjustments to Bonuses

When a Product is returned to us for a refund, the Bonuses attributable to the returned Product(s) will be deducted from the commission period in which the refund is given, and continuing every pay period thereafter until the Bonus is recovered from the Distributors who received Bonuses on the sales of the refunded Products.

3.5 Errors and Queries

Distributors can submit their queries (if any) directly or indirectly related to any errors made regarding Bonuses, or charges, in writing within fourteen (14) days of the date of the purported error or incident. The Company will not be responsible for any errors, commissions, or matters that are not reported within fourteen (14) days from the arising date.

4. Ordering of Products

- 4.1 The purchase of products can be paid for with electronic coins. Electronic coins can be purchased via bank transfer, credit card or deducted from "bonus wallet".
- 4.2 All distributor must register their orders through the OlyLife system. Goods can be collected from the office on the same day of purchase (only in regions where there are local offices and/or pick-up centers) or arranged for home delivery of products.
- 4.3 When picking up your purchases from the point of collection, please check and verify the details and figures in the Invoice against the Delivery Order with the Customer Service representatives before signing for and collecting your order. Any discrepancies and/or mistakes in the invoices and/or the Delivery Order shall not be the responsibility of the Company.

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- 4.4 For home delivery of goods, the receiver must check and verify that the delivery is correct at the time of delivery before signing the "Consignment Note". If there are any issues such as discrepancies, shortages, excesses or damage in the products, or if it is apparent that the product packaging has been opened, please do not sign for the delivery hastily, indicate your comments on the Consignment Note and call the Company's Customer Service within 3 days of the attempted delivery.
- 4.5 All independent distributors can place their orders directly with the Company. To facilitate the placement of the orders by the Company staff, please provide your correct Distributor ID and name for verification when placing your orders.
- 4.6 The Company has the right to check on all large orders and unusual order patterns, and to inspect distributorship admissions patterns. The Company has the right to reject orders from distributors proven guilty of violating company regulations and to cancel their distributorship.
- 4.7 When closing a sale, the distributor shall at their best provide his/ her contact details to the customer/ downline as a sign of professionalism.

After making the transfer, please WhatsApp/ WeChat the copy of the Payment Advice/ Bank in Slip to the following number +6013-782 9019, together with your Distributor ID and Name.

5. Product Guarantee

If the product(s) purchased is/are defective, the company allows for the exchange of goods within the warranty period stipulated at the Products with the original packaging and invoice. This does not apply to products that are spoilt as a result of human negligence, intentionally damaged, contaminated or expired.

6. Return of Products

6.1 Cancel the Purchase

- 6.1.1 Distributors who wish to cancel the purchase shall write to the Company regarding the return of product.
- 6.1.2 The distributor can return the products that he/she has purchased within thirty (30) days of the date of product purchase. Any attempts to return the products after this period (based on the date of the Invoice) will not be entertained.
- 6.1.3 Distributors shall provide the following documents when submitting a request for the return of the products:
 - Product return form;
 - Invoice/ Bank advise/ Payment advise.

6.2 Return Policy

- 6.2.1 The Company only accepts products that are "in its original condition and in a condition suitable for sale". The return of products must meet the following conditions:
 - (a) In a good condition;
 - (b) Has not been opened;

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- (c) Can still be used, resold or stored;
- (d) Clean and presentable;
- (e) Expiration period of six (6) months and above (consumable).

6.2.2 The Company has the right to reject any request for the return of products that does not meet the above conditions.

6.2.3 The Company shall deduct the corresponding bonuses and remuneration that were paid out to the distributor for the returned purchase(s).

6.2.4 The Company shall also deduct the bonuses and remuneration that were paid out to the distributor's upline and other distributors involved from the different levels for the respective purchase(s).

6.2.5 The distributor returning the product(s) must fill in the **Product Return Form** as supporting documents. The Company will write to inform the distributor's upline and other distributors involved from the different levels within **seven (7) working days** to get back the bonuses and remuneration that were paid out for the respective purchase.

6.2.6 The Company agrees to buy back the product(s) held by the distributor and shall comply with clause 3.4 for the deduction of the bonuses and remuneration that were paid out to the distributor and his/her upline distributors. The adjustments shall be based on the scorecard after the return has been finalized.

6.2.7 The Company shall disburse the payment for the product(s) by cheque or by bank transfer to a nominated bank account of the distributor requesting the return of the product(s). All related costs for the transfer of funds shall be borne by the requesting distributor.

6.2.8 After the distributor terminates his/her contract with the Company, the company will freeze his/her performance bonuses, rights and obligations.

6.2.9 During the return of product(s), other distributors who have been promoted in rank due to the said transaction will have their ranking downgraded according to the products returned.

6.2.10 The Company does not accept the return of the following products:

- a) Marketing tools;
- b) Products purchased more than thirty (30) days ago;
- c) Products with an expiration period of less than six (6) months;
- d) Discontinued products;
- e) Products with inaccurate or incomplete information attached;
- f) Products that are damaged intentionally or incorrectly used or stored.

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7. Breach of Contract

- 7.1 The Company will send the errant Distributor for training and the Company also reserves the right to take legal action against them. Distributors who are terminated by the Company, due to the violation of their contract with the Company, operating regulations and OlyLife rules and regulations, are not entitled to return their products.
- 7.2 Distributors who are terminated by the Company shall be barred from applying distributorship in the Company unless prior approval by the management of the Company.
- 7.3 The company may freeze performance bonuses, rights and obligations of the distributors who are terminated by the Company. The Company will take over the management of all matters and the terminated distributors shall not claim any rights or interests.

8. Exchange of Products

- 8.1 Products cannot be exchanged once sold (except for deceptive products not caused by human action).
- 8.2 Distributors should check on the condition of the products immediately after received and inform the Company immediately once any defects are discovered. Failure to report on any issues with the products within **three (3) days** (from the date of received) is taken as acceptance of the products.
- 8.3 The Company will check the products and has the right to reject any exchange if the following are found to be true:
 - 8.3.1 Products returned with incomplete packaging;
 - 8.3.2 Defects are caused by human error, intentional damage or incorrect usage;
 - 8.3.3 Products have not been properly stored/ kept;
 - 8.3.4 Products with inaccurate or incomplete information attached.
- 8.4 Distributors should take note of the storage requirements and expiry dates of the products upon purchase and store the products properly; if the product quality has been undermined or if there are defects to the packaging or contents of the products as a result of human negligence or error, the Company will not bear any responsibility.
- 8.5 The following products are not exchangeable:
 - 8.5.1 Marketing tools;
 - 8.5.2 Products purchased more than ten (10) days ago;
 - 8.5.3 Products with an expiration period of less than six (6) months;
 - 8.5.4 Discontinued products;
 - 8.5.5 Products with inaccurate or incomplete information attached;
 - 8.5.6 Products with defects caused by intentional damage, incorrect usage or improper storage.

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9 Buyback Policy

- 9.1 OlyLife practice Buyback Policy to ensure maximum satisfaction of its Distributors. This policy allows every Distributor to return unsold inventory purchased in its original condition and of merchantable quality based on reasonable commercial terms and within a period of thirty (30) days from the date of distribution or sale of the product to the distributors.
- 9.2 The Company agrees to buyback the product(s) held by the distributor and shall comply with clause 6.2. OlyLife reserves the right to reject any returned Product that does not meet such specification or condition. The Distributor must fill out the Distributor Buyback Forms in any of the OlyLife offices.

10 Breach of Contract; Sanctions

10.1 Sanctions

In the event OlyLife at its sole discretion determines that there has been a breach of the Rules & Regulations or the OlyLife P&P by a Distributor, OlyLife may take one or more of the following actions:

- a) Terminate the distributorship by providing the Distributor with a written notice of termination at his/her specified address or by some other suitable or electronic means or as allowed by law; or
- b) Require the Distributor to attend training; or
- c) Suspend specific authorizations under the distributorship, such as by way of example and without limitation, the Distributor opportunity to Sponsor, to purchase or sell OlyLife products and services, or to conduct similar activities associated with the OlyLife Business;
- d) Remove the Distributor as a Sponsor of any downline and/or restrict the Distributor's authority to Sponsor others;
- e) Require refund of OlyLife Bonus;
- f) Remove any qualification and require return of any objects evidencing such qualification (by way of example and not limited to, such as pins, certificates, etc.);
- g) Require written acknowledgement of the breach(es) and an undertaking not to breach the Distributor Contract in the future; or
- h) Take any action short of termination of the Distributorship as may be permissible under applicable law and appropriate in OlyLife's sole discretion to address the specific breach(es);

10.2 Remedies for Breach

Remedies for breach shall include, but not be limited to, recovery of any and all monies paid pursuant to this Agreement and termination of the Distributorship. Your remedies include specific performance and money damages. Nothing herein shall prevent you or us from seeking all other available remedies.

10.3 Grievances and Complaints

When you have a grievance or complaint with another Distributor regarding any practice or conduct in relationship to his or her Distributorship, you should try to resolve it with the other Distributor. If the matter involves interpretation or violation of the Rules & Regulations, Policies and Procedures or Agreement by that Distributor, you must report

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it in writing to OlyLife Compliance Department: compliance@olylifeintl.com, via email or register mail to review the facts and attempt to resolve the matter.

10.4 **Arbitration**

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof; shall be settled by arbitration.

10.4.1 **Mandatory Arbitration**

Any controversy or claim arising between OlyLife and the Distributor, including any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business arising between Distributors, shall be resolved by mandatory, binding arbitration. The arbitration shall be initiated by service of a written demand for arbitration on the responding party Distributor hereby consents to service of such demand by mail to the address for such Distributor on file with OlyLife and waives all rights and defenses as to insufficiency of service of process as may be applicable under the laws of the Malaysia or any other country.

10.4.2 **Arbitrator**

There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within 30 days following receipt of the written demand for arbitration. If the parties do not reach agreement on a single arbitrator within such period, the parties shall obtain a judicial appointment of an arbitrator.

10.4.3 **Process and Powers**

The arbitration and all proceedings associated therewith are private proceedings and not subject to any public right of access. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief, and the parties hereto hereby submit to the jurisdiction of the arbitrator for all such relief. The arbitrator shall also have the sole and exclusive authority to determine whether any particular issue is subject to arbitration under this Agreement.

10.4.4 **Award**

The arbitration award shall be a reasoned award, given in writing, and shall be final and binding on the parties hereto. Judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. The parties hereto agree unconditionally to recognize an arbitration award rendered in connection with this Agreement as binding and compulsory and subject to execution pursuant to any applicable laws.

10.5 **No Waiver:**

The failure of OlyLife to take any action upon learning of a breach or potential breach shall not constitute a waiver of OlyLife's rights to assert such a breach in the future. The failure of a Distributorship to take any action upon learning of a breach shall not constitute a waiver of any other rights or remedies that may be available under applicable law.

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10.6 **Suspension:**

OlyLife reserves the right to determine the specific terms of each Suspension on a case-by-case basis. In the event of any breach of contract by a Distributor, OlyLife may take action to suspend some or all of the distributor's privileges under the distributorship, including but not limited to:

- a) Withholding Bonus for payment of higher award monies pending final resolution of the matter; and/or
- b) Suspending authorisation to conduct sponsoring activity (sponsoring, recruiting meetings, training sessions, home presentations, etc.); and/or
- c) Suspending invitations to company-sponsored seminars, trips and events; and/or
- d) Conducting reorientation and retraining meetings; and/or
- e) Requiring that Distributors provide OlyLife with recordings of their OlyLife Sales & Marketing Plan presentations.

10.7 **Actions Upon Termination**

Upon termination for any cause whatsoever, the Distributor shall cease to identify himself/ herself as a OlyLife Distributor.

11. **Principle and Etiquette of using Social Media**

In OlyLife, we believe that social media is so exciting for the direct selling industry, especially for the distributor! Because of its power to help others get to know, like and trust OlyLife and its Distributors.

Social media helps by benefiting the Company and Distributor business in a number of ways, including reconnecting with customers, making existing relationship stronger, providing timely product information and customer support, and inspiring people to learn more about the business opportunity.

OlyLife is committed to using social media to increase brand awareness, favorability, purchase intent and loyalty, and to drive customers and prospective Distributors to the business. We hereby seek Distributor's commitment to use social media in a way that is relevant, responsible and honest. In order to help Distributors to be on the right path, the following guiding principles and etiquette is prepared:

Be Honest

Be truthful and accurate at all times. What is said online generally stays there and can spread quickly and widely through links or copying. Misleading others or making false claims jeopardizes your – and the Company's – reputation. If you plan to talk about your business, be open about the fact that it is about OlyLife.

Be Relevant and Credible

If you want to become a trusted source of information on a topic to help build your business, combine your personal comments and stories with meaningful advice, tips, or articles that others would care about. Be sure to offer simple, sound, and accurate advice that helps you establish your credibility and earn your readers' trust.

Keep it Positive and Motivational

In general people like positive-minded people. Always share good news and make an effort to draw a smile on other people's faces every day. Walk away from arguments and bid farewell to

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negative conversations! You're more likely to achieve positive results when you keep it positive. The law of attraction always works like a charm!

Be Respectful

Always remember that others online are free to speak the truth as they have experienced it. The best way to change a person's perception is through actions, not words. Respect others as how you would love others to respect you. Show the world that OlyLife Distributors produce the best Distributors.

Comply OlyLife Rules & Regulations

The Rules & Regulations are designed to help you represent your business and OlyLife, in the best possible way. Be sure you're aware of and adhere to the Rules & Regulations to reap the most benefits from what you sow in your social media.

Prospecting for Customers & Distributors

It's important to offer OlyLife products in the right way. You should never offer products as a general status update – prospecting for customers must be done in a closed environment to ensure compliance with OlyLife's advertising rules. We encourage you to send a direct message to prospective customers and/ or distributors so you can follow up effectively.

12. Business Support Materials (BSM)

OlyLife does not require anybody to purchase BSM, Distributors may decide that they can play a useful role in building a profitable business or achieving goals. BSM are entirely optional and any Distributors who choose to promote, use, sell or distribute BSM must emphasize in writing that the purchase is strictly voluntary. Distributors cannot be burdened or obligated to purchase BSM or placed at any disadvantage by an upline or downline as a result of choosing not to purchase or sell BSM. Distributors shall not receive any compensation, incentives, or benefits from the sale of BSM, whether the BSM is Distributor or third-party-produced. Rather, Distributors may sell BSM only at cost, and in no event at a price above the approved published price.

All BSM must comply with the Rules & Regulations, regardless of the purpose or source of the BSM. BSM may not be sold to non-distributor nor can the purchase of any BSM be framed as a requirement for becoming a distributor. OlyLife does not endorse any BSM.

At its sole discretion, OlyLife may review any BSM and determine whether or not it is suitable for use in the market. Distributors are responsible for compliance with all laws regarding the content, production, distribution, and sale or use of BSM.

13. Privacy Notice & Personal Information

Under this section, the Privacy Notice describes how OLYLIFE uses personal data collected or received from the Distributor. It describes how the Company collects or receives your personal data, the types of personal data we process, how we use, share and protect these data, how long we retain these data, your rights concerning the processing of your personal data, and how you can contact us about your privacy practices.

13.1 Collect and Receive Personal Data from Distributor

The Company will request Distributor to provide personal data, which will be indicated whether providing the personal data is a statutory or contractual requirement, or a

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requirement necessary to enter into and/ or facilitating a contract, as well as whether you as Distributor are obliged to provide the personal data and of the possible consequences of a failure to provide the personal data.

OlyLife collects and receives personal data from Distributor in various ways, such as:

- During Registration;
- When Distributors are Logged into Website;
- Upon "Contacting Us"

13.2 Types of Personal Data the Company Process

The Company process the following types of personal data relating to you:

- a) Contact information (e.g., name, postal or email address, social media handle, fax number and phone number);
- b) If applicable, Distributor organizational information (e.g., the name of the company associated with your OlyLife business activities, profession and ownership and management details);
- c) Demographics information such as gender, age, nationality, profession, date and place of birth;
- d) Marital status;
- e) Distributor registration number, login or access credentials (such as OlyLife Member ID and password);
- f) National identifiers, such as passport or ID card (including number, issue date, issue location, and expiration date), tax number or social security number to the extent permitted or required by applicable law or if necessary for the performance of contractual obligation;
- g) Payment information (e.g., bank account, debit or credit card numbers, payment service providers);
- h) Distributor performance information (e.g., class, status, group and personal qualifications under the OlyLife Sales & Marketing Plan and OlyLife bonus history);
- i) Product preferences, purchasing habits, purchasing history, and spending behaviour; and
- j) Communication preferences.

The Company process other personal data under exceptional circumstances only. If we need to process other types of personal data about you, the Company will ensure that you are informed about the processing of such personal data and that there is a valid legal basis for doing so.

13.3 Using the Personal Data Collected

The Company process Distributor's personal data to the extent it is necessary:

- a) For the performance of Distributor's agreement with the Company or in order to take steps at Distributor request prior to entering into an agreement with the Company, including to:
 - Manage your relationship with the Company as a Distributor from initial registration and throughout the period as a Distributor;
 - Foster and maintain the relationship between the local affiliate and Distributor;
 - Create and manage your (online) account;
 - Address your comments or enquiries;
 - Process your orders of products or services;
 - Fulfill the Company's obligation to provide business and product support to you;

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- Communicate with you about products or services that the Company offers, or intends to offer;
- Assess your performance with the Company;
- Provide business performance information to you;
- Provide your contact information, business identification information and business performance information to upline Distributors and contact information to downline distributors to support your business with OlyLife;
- Perform accounting, auditing, billing and collection activities; and
- Enforce contractual terms and conditions, including, without limitation, the applicable OlyLife Rules of Conduct.

b) To comply with our legal obligations, including:

- Comply with laws that require us to retain records; and
- Comply with any other laws which may apply to us.

c) For our legitimate interests, including to:

- Operate, evaluate, and improve our products, business, and services, including by tracking and analysing use of products, materials, and/or services; de-identifying personal data in order to carry out analysis on information which does not identify you; and developing new products and services.
- Track, document and evaluate participation in OlyLife trainings, meetings, and events;
- Prevent and protect you, us, and others against fraud, unauthorized transactions, claims and other liabilities;
- Ensure compliance with company policies and industry standards; and
- Process personal data for internal administrative purposes.

13.4 Share Personal Data

OlyLife does not sell, rent, or trade your personal data. The Company do share your personal data among us as joint controllers and with:

- Related entities operating direct selling businesses around the world under the company name OlyLife, to whom it is reasonably necessary or desirably for OlyLife to disclose personal data;
- Other distributors in order to support your business with OlyLife;
- Providers of infrastructure – or platform – or software-as-a-service solutions, software development services, information system maintenance services, record management services or marketing services;
- Logistic providers;
- Financial transaction service providers; and
- Government authorities or other third parties, if required or allowed otherwise by law or reasonably necessary to protect the rights, legal interests, property, or safety of you, others, or ourselves.

13.5 Data Transfers

The Company transfer the personal data collected about Distributors to entities within the OlyLife organization as well as to third-party service providers that process personal data on our behalf. Some of these companies and service providers are located in countries other than the country in which the personal data was originally collected. The laws of those countries may not have the same level of data protection as the country in which you initially provided the personal data. When transfer of personal data to other

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countries, the Company will protect that personal data as described in this Privacy Notice and in accordance with applicable law.

13.6 **Protecting Personal Data**

OlyLife maintain appropriate technical and organizational security safeguards designed to protect the personal data we process against accidental, lawful or unauthorized destruction, loss, alteration, access, disclosure, or use.

13.7 **Retaining Personal Data**

OlyLife store personal data as long as necessary to fulfill the purposes for which the Company collect the data, except if required or allowed otherwise by law.

13.8 **Updates to this Privacy Notice/ Personal Information**

OlyLife may update this notice from time to time. It shall notify Distributors of any significant changes to this Privacy Notice on the relevant media, websites, official OlyLife publications, or through other appropriate communication channels. All changes shall be effective from the date of publication, unless otherwise provided in the notification.

14. **Intellectual Property Rights – IP & Trademarks**

This policy is published by OlyLife. OlyLife owns and manages OlyLife's intellectual property rights.

All trade names, domain names, brand names, trade symbols, logos, slogans, trademarks or service marks consisting of the name OlyLife and whether followed with an asterisk (*) or TM are trademarks or proprietary interests of OlyLife.

14.1 **Use of OlyLife trade name, trademarks and copyrighted materials**

This rule has been developed to maintain the integrity of OlyLife's intellectual property and to ensure that the OlyLife brand will be available exclusively for the OlyLife Business. In addition, OlyLife has implemented a corporate identity program that requires the correct and consistent use of the OlyLife corporate logo, no matter where it appears. Therefore, no alterations to the approved logotype are allowed. Upon request, OlyLife will provide an example of the approved logotype and colour specifications.

14.2 **Misuse and Misappropriation**

Distributors shall not misuse or misappropriate OlyLife's trademarks or other intellectual property or proprietary information. It is a breach of the Distributor Contract for a Distributor to use any trademarks or other intellectual property or proprietary information belonging to or licensed to OlyLife except by the applicable terms, conditions and procedures outlined in the Distributor Contract, including the OlyLife Policies and Procedures.

14.3 **Banners/ Signs for Meeting/ Events:**

If a Distributor desires to conduct a meeting or event in which the OlyLife name will be displayed in public, the Distributor must first obtain prior written approval from OlyLife for such use of the OlyLife name (a public meeting is one where prospects may attend). The Distributor shall provide a written request to OlyLife for each meeting; such a request shall include a description of the proposed banners/signs, their size, materials to be used for banner/signs and location.

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Distributors must not produce or obtain any printed products from any source other than OlyLife which bears the OlyLife name, trademark, logo or trade name without written permission. Such permissions must be renewed for each Event/Meeting.

OlyLife reserves the right at all times to withdraw permission to display the OlyLife name if the standards stated are not met, of which OlyLife shall be the sole judge.

14.4

Imprinted Checks and Business Cards:

Provided that a Distributor is otherwise in full compliance with the Rules & Regulations and all other provisions of the Distributor Contract, a Distributor may use the OlyLife name (but not the OlyLife trademark, logo or any other trademarks, trade names, or service marks belonging to or licensed to OlyLife), on his/her imprinted checks and business cards provided that name is used in one of the following ways with no deviation:



Authorization for use of the OlyLife name on Distributor business card must be requested to OlyLife's Customer Service Department. This request will be reviewed by OlyLife prior to approval.

A Distributor may not promote any other activities unrelated to the OlyLife business on their imprinted checks and business cards, including but not limited to, the placement of information, trademarks, trade names, logos or service marks relative to any training or education company, system or program the Distributor owns, controls or participates in.

14.5

Promotional Literature, Stationery, Premium Gift, Corporate Gift, etc.:

Distributor shall not produce or procure from a source other than OlyLife any item bearing the OlyLife name or logo or any trademarks, trade names or service marks belonging to or licensed to OlyLife.

14.6

Key Points to Distributors Using Third Parties' Intellectual Property

- 14.6.1 Distributors should understand the importance of proper clearance and use of third-party intellectual property.
- 14.6.2 Distributors should comply with OlyLife's Rules & Regulations relating to the use of third-party intellectual property, as part of compliance with all local laws and regulations.
- 14.6.3 Distributors should not record (audio or video) OlyLife meetings or functions without prior written authorization from OlyLife.
- 14.6.4 Without appropriate licenses, Distributors should not use the trademarks, copyright, or other intellectual property of third parties in connection with their OlyLife business.

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14.6.5 Without appropriate licenses, videos should not be uploaded to the internet or distributed by e-mail.

15. English Version Shall Prevail

In case of any ambiguity or uncertainty regarding the true meaning of this OlyLife Distributorship Rules & Regulations, or any part thereof, in relation to its translated versions, the English version shall take precedence.