

## **PRIFE INTERNATIONAL SDN BHD, STATEMENT OF POLICIES FOR INDEPENDENT BUSINESS OWNER AGREEMENT 2023-03-15 Version 1.1**

By the following contract, an agreement has been reached between Prife International SDN BHD, Block A, GR-2, Menara Uncang Emas, 85, Jalan Loke Yew, 33200 Kuala Lumpur, Malaysia (“PRIFE”) and an Independent Business Owner (IBO) specified on the opposing page.

### **1 Introductory stipulations and the extent of this contract**

- 1.1 The IBO is hereby granted non-exclusive rights to market and sell PRIFE’s products and services in accordance the PRIFE’s Marketing Rules & Ethics, PRIFE Compensation Plan, Code of Ethics, terms stipulated in this contract, directions given on PRIFE Partner webpage and in other communication of PRIFE.
- 1.2 The IBO is hereby, according to this contract, entitled to independently choose form, method and mode of business and to decide the appropriate time to locate his business. The IBO undertakes to follow the PRIFE’s Marketing Rules & Ethics, PRIFE Compensation Plan, Code of Ethics, terms stipulated in this contract, directions given on PRIFE Partner webpage/BackOffice and in other communication of PRIFE.
- 1.3 The IBO is hereby aware that the PRIFE partnership agreement is legally binding immediately upon entering into agreement.
- 1.4 The IBO, hereby confirms that he or she has read and understood the terms of this contract the PRIFE’s Marketing Rules & Ethics and PRIFE Compensation Plan. The PRIFE’s Marketing Rules & Ethics, and PRIFE Compensation Plan are both part of this contract through this reference and as such they combine with this contract to make up the settlement between PRIFE and the IBO.
- 1.5 The IBO is aware that there are no guarantees regarding income, profit or success for the IBO, and that sponsors of PRIFE or the IBO do not offer any profit guarantees, or other promises in terms of expected income from the IBO’s business according to this contract.
- 1.6 PRIFE hereby reserves the right to, at any given time, carry out modifications in this contract, the Compensation Plan, the Marketing Rules & Ethics, procedures, wares, services, prints and prices by informing the IBO about it either via voice, or in writing, via e-mail, the PRIFE communication system, newsletters, the PRIFE webpage or BackOffice. Should the IBO continue to sell and/or promote the PRIFE products or services, or forward PRIFE’s business ideas after announced changes in the terms of this contract, the Compensation Plan or the Marketing Rules & Ethics has been executed, the IBO will be considered to have approved the new versions of this contract.
- 1.7 Online sales and marketing. Only a PRIFE Partner with a signed online sales contract are authorized to recruit another independent person as PRIFE IBO through the PRIFE BackOffice. Unauthorized sales in breach and violation of our partner contract, marketing rules and regulations will be given a penalty of 5000 USD per case and/or a termination of the PRIFE partner contract.
- 1.8 You must be of legal age in order to enter into this agreement. PRIFE does not recognise an agreement where a minor has signed an agreement with the guardian’s consent.
- 1.9 Foreign business restrictions, work permit and tax issues are complex. Foreign investors or foreigners doing business with PRIFE are advised to consult with competent legal counsel before joining PRIFE’s business operations. It is the responsibility of the partner or investors to apply for work/business permission from the relevant authority.

### **2 The legal standing of the partners concerned**

- 2.1 The IBO neither is, nor has right to act as an agent or representative of PRIFE’s, and therefore has no authorization to make any undertaking or agreement on behalf of PRIFE.
- 2.2 Unless otherwise specified in a written agreement reached between the parties, neither party is entitled to bind, represent or to act on behalf of the other party, except in the terms specifically expressed in this contract.
- 2.3 Neither party will be held responsible for actions taken by the other party, its employees, stockist or IBO.

### **3 Potential taxes and other fees**

- 3.1 The IBO liable for payment of all taxes and fees requisite for the IBO's business, such as lawful income tax, social insurance contributions and, where applicable, goods and services tax (GST).
- 3.2 In instances where the IBO is liable to pay GST; the IBO is obliged to present PRIFE with a copy of the company's proven GST-registration.
- 3.3 It is the duty of the IBO to notify PRIFE about any changes in the IBO's liability to pay GST or other taxes. The IBO is obliged to notify PRIFE within 14 days of the occurred change.

### **4. The general undertakings of the IBO**

- 4.1 Marketing and sales of PRIFE's products and services must be carried out in a legally, ethically and morally correct manner and the IBO shall not make any misleading statements about PRIFE's products and services or regarding the state of affairs between PRIFE and the IBO. The IBO is hereby bound to follow Marketing Rules & Ethics as published in the BackOffice and follow the Code of Ethics and furthermore the IBO shall at all times display a flawless and professional behaviour in relation to future new IBOs. Should the IBO act in violation of the stipulated PRIFE Marketing Rules & Ethics or the Code of Ethics, PRIFE is entitled to give notice of termination of this contract with immediate effect according to item no 19.3 of this contract.
- 4.2 The IBO is not entitled to enter into agreements on IBO's own behalf or on PRIFE's behalf.
- 4.3 The IBO is liable to keep accounts of his business. Such accounts must be kept in accordance with the law and applicable principles of accounting. The IBO is obliged to hold such permits, licenses and similar documentation, required of the IBO in order to run his business.
- 4.4 When marketing and selling PRIFE products and services, the IBO should endeavour to sell the services and products to clients who are not already part of the PRIFE network.
- 4.5 When representing PRIFE, the IBO is only allowed to use printed matter produced by PRIFE. Representing PRIFE includes educating subcontractors and/or making any pledges regarding PRIFE's products or services. Should the IBO wish to use other marketing materials, the material in question must be submitted, in writing, to PRIFE for approval. PRIFE will then inform the IBO, in writing, whether or not the IBO is allowed to use the material in question when marketing PRIFE's products and services.
- 4.6 When marketing PRIFE's products, the IBO is not allowed to convey any information; make any claims; give any guarantees or enter into any engagements other than those stated in PRIFE's own marketing material.
- 4.7 Without permission from PRIFE, the IBO is not allowed to make any statements regarding PRIFE's business, organization or business activities, regardless of the veracity of such statements. Should the IBO spread rumours, regardless of their veracity, about PRIFE's organization, business activities, present or future, PRIFE is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract.

### **5 PRIFE's general undertakings**

- 5.1 Regarding the products deliver to the IBO, PRIFE is obliged to furnish the IBO with correct information regarding all products and services from PRIFE, or PRIFE's suppliers.
- 5.2 PRIFE undertakes to produce marketing materials to be used by the IBO when marketing PRIFE's products.

### **6 Sub-distributors**

- 6.1 The IBO who recruits sub-distributors undertakes to make sure that the new sub-distributor arrives at an agreement with PRIFE.
- 6.2 The IBO must guide, instruct and provide support for his recruited sub-distributors. The IBO furthermore undertakes to regularly inform, in writing and viva voco, these sub-distributors concerning PRIFE's services, products and methods of work.
- 6.3 When recruiting sub-distributors, the IBO is not entitled to make any commitments regarding level of income, the possibilities of recruiting other sub-distributors, or the possibility of gaining sponsorship

and support off other distributors in PRIFE's network.

## **7 Commissions/remuneration**

- 7.1 The IBO is entitled to commission for
- (i) the sales generated by personally recruiting sub-distributors to whom the IBO has sold PRIFE's products or services ("Commission")
  - (ii) the sales generated by sub-distributors recruited by the IBO, partly through their own sales and furthermore through the sales of their sub-distributors in turn and so on and so forth according to PRIFE's Compensatory Plan. ("Pairing Bonus").
- 7.2 Commission is determined in accordance with the PRIFE Compensatory Plan, which is an integral part of this contract.
- 7.3 Commission is considered earned when the risk of the goods on which the compensation is based has passed to the final recipient.
- 7.4 In a case where the IBO does not keep a Business Centre active, in accordance with the Compensatory Plan, the IBO will no longer be entitled to Pairing Bonus, Matching Bonus and Level Bonus generated from that inactive Business Centre.
- 7.5 Should one of the sub-distributor s recruited by the IBO, or one of the distributors in IBO's Downline resign their contracts with PRIFE, or if his contract should expire for another reason, and the distributor receives refunds from PRIFE, the IBO will be obliged, at request from PRIFE, to refund commissions and bonuses the IBO has received from the sales of products and services thus returned. However, the IBO is not obliged to return commissions disbursed earlier than 90 days before PRIFE's demand for refunds as described above. The IBO hereby grants PRIFE the right to settle these refund debts per contra from the IBO's due commissions.

## **8 Prices and payment**

- 8.1 The IBO is obliged to pay the stipulated price, published on PRIFE's webpage, for ordered products and services
- 8.2 Payment is due when the order is made.
- 8.3 Should the IBO fail to make payment in accordance with the terms stipulated above, PRIFE is entitled to settle debt per contra at the equivalent amount from the IBO's due commission. Should the IBO lack any due commission, PRIFE is entitled to give notice of termination of this contract with immediate effect.

## **9 Products and Services**

- 9.1 The products and services the IBO may offer for sale, appear on the PRIFE webpage.
- 9.2 PRIFE hereby reserves the right to, at any given time, change products or services; carry out modifications in the line of products and services; or cease selling a product or a service.
- 9.3 PRIFE does not insist on any set quantity of products or services being bought by the IBO, besides the Partner License Pac.
- 9.4 Deliveries sent to you as a Partner but then are not accepted, collected or not picked up by you from the transportation company are returned to PRIFE. Each delivery is kept for a maximum period of 6 months after which they are discarded. You are not entitled to any compensation (products or money) for discarded products.
- 9.5 As Partner you are highly recommend to use the company's common communication channels as for example Backoffice and subscribe to our Partner newsletters, in order to take advantage of our upcoming campaigns, special offer and the latest company news.

## **10 Unlawful recruiting**

- 10.1 Although an IBO is not prohibited or restricted, in his personal capacity only, from joining and participating in other network/multi-level marketing companies which may or may not be in competition with PRIFE, the IBO hereby binds himself to, during the period of the contract to refrain from exerting any influence and/or be involved in the solicitation (whether direct or indirect) of or on any

person, juridical or artificial, who is already a distributor in PRIFE's network, regardless of whether the person is active or passive, to partake in activities in any other multi-level/network-marketing company or any company involved in competing business.

- 10.2 Should the IBO engage in unlawful recruiting, as stipulated above, PRIFE is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract. When notice of termination is given due to unlawful recruiting, all of the IBO's due Commission and Team Commission will be forfeited.

## **11 Intangible assets**

- 11.1 The IBO is not allowed to modify the IBO material and any marketing material which is provided by PRIFE in line with the PRIFE Marketing Rules & Ethics. The IBO is not allowed to use any PRIFE trademark for own marketing or selling purposes and is not allowed to register PRIFE trademarks on behalf of the company.
- 11.2 The IBO is obligated to refrain from inflicting damage which may jeopardize PRIFE's rights to use The Trademarks in connection with its marketing of PRIFE's products and services. The IBO must furthermore refrain from any actions which may damage PRIFE's goodwill or its products.
- 11.3 PRIFE is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract, should the IBO use the Trade Marks in violation with the Marketing Rules & Ethics or this contract.

## **12 Public Statements and Communications**

- 12.1 The IBO is not entitled to make any statements in the press, radio, TV, any piece of printed matter, social media, chat apps(whatsapp, wechat, telegram, etc) or in any other means of communication about PRIFE's products or services on behalf of PRIFE. Should the IBO be approached by anyone, including the media, the IBO is obliged to refer them to PRIFE.
- 12.2 Should the IBO, without prior permission from PRIFE disclose information according to item 12.1, PRIFE will be entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract.

## **13 Confidentiality**

- 13.1 The IBO is hereby bound, during the period of validity of this contract and 12 months thereafter, not to disclose any information which may be regarded as PRIFE's trade secrets, or other confidential information, such as PRIFE's network structure, number of checks, company growth, rep number etc. which has been brought to the IBO's knowledge through the IBO's marketing and sales according to this agreement. The IBO has no right to use any such information in a manner which could be potentially harmful to PRIFE.
- 13.2 To the extent that the IBO has employees, the IBO is obliged to take all necessary precautions to ensure that none of the above-mentioned information is revealed to any person not directly connected with PRIFE, by the IBO's employees.
- 13.3 The obligation to preserve secrecy according to this item of the contract will not be applicable should the Confidential Information in question be a matter of common knowledge at the time when the IBO partook of it, or if the Confidential Information became widely known after the time mentioned, and not due to any action taken by the IBO or on part of the IBO.
- 13.4 With the cessation of this agreement the IBO is obliged to return all samples, notes, memos or information about trade secrets or confidential information belonging to PRIFE (including copies of the Network structure), in his possession, which the IBO has worked out or compiled during the validity of this contract. The IBO hereby accepts such notes, memos and information to be the property of PRIFE.

## **14 Prohibited competition**

- 14.1 The IBO is hereby bound during the validity of this contract, not to directly or indirectly sell or offer services provided by PRIFE itself or through an agent without written permission from PRIFE.

- 14.2 The IBO is hereby bound during the validity of this contract and a period of 90 days thereafter, not to enter into any marketing agreement with any of PRIFE's suppliers, of either services or products.
- 14.3 The IBO is hereby bound during the validity of this contract and a period of 90 days thereafter, not to enter into employment, or to become a representative of, or in any other way become associated with any other network company, direct marketing company or other competitive business.
- 14.4 Should the IBO act in violation of item 14, the end result will be that PRIFE is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract.

## **15 Limited liability**

- 15.1 Both parties concerned accept that this contract is not entered into based on any undertakings, promises, guarantees, or utterance (written or viva voce) of any kind by the other party, with the exception of the what is expressly stated in this contract.
- 15.2 PRIFE disclaims any responsibility for direct or indirect losses or damages of whatever kind due to for instance delayed delivery, defects in products or services or other action or omission, regardless if these are assignable to PRIFE or its suppliers.
- 15.3 The IBO will hold PRIFE and its suppliers indemnified and free from all demands due to losses, damages or costs, including lawyer's fees, which may arise as a result of actions taken by the IBO in violation of this contract.
- 15.4 Should damage which legitimates claims for compensation arise, PRIFE will be entitled to withhold the IBO earned commissions up to a sum equal of the cost of the damages inflicted by the IBO.

## **16 Fraud**

Should the IBO be engaged in so called fraud the end result will be that PRIFE is entitled to give notice of termination of this contract with immediate effect in accordance with item 19 in this contract. Fraud implies that a customer is affiliated to a service or product provided by PRIFE or its subcontractors without the customers knowledge or consent.

## **17 Personal data**

PRIFE is responsible for, and the legitimate owner of lists of customers and distributors. PRIFE is duty bound to handle collected personal data in accordance with the Personal Data Protection Act (PDPA).

## **18 The period of the contract and notice of termination**

- 18.1 This contract is valid starting the day the IBO, via PRIFE's webpage, accepts this contract, and until further notice.
- 18.2 The IBO is entitled to give notice of termination of this contract and the cancellation will come into effect after a period of notice of 30 days.
- 18.3 PRIFE is entitled to give notice of termination of this contract and the cancellation will come into effect after a period of notice of 30 days.
- 18.4 The notice of termination must be performed in writing and sent to the latest updated postal address communicated to the other party, and the period of notice will extend from the date when the notice of termination was posted.

## **19 Premature notice of termination**

- 19.1 Each party is entitled to terminate this contract within 14 days by registered mail to the other party. IBO has within this period then right to full compensation.
- 19.2 Each party is entitled to terminate this contract with immediate effect should the opposing party suspend payments; have a bankruptcy petition filed against him; have entered into compound negotiations with his creditors; or in any other aspect be presumed to have become otherwise insolvent.
- 19.3 PRIFE is entitled to terminate this contract with immediate effect:
  - (i) should the IBO engage in unlawful recruitment according to item 10 Unlawful recruitment;

- (ii) should the IBO use The Trademarks in violation of item 11;
- (iii) should the IBO act in violation of item 16 and engage in so called slamming;
- (iv) should the IBO enter into prohibited competition as stipulated in item 14;
- (v) should the IBO fail to make payment for ordered products and services according to item 8;
- (vi) should the IBO, without consent from PRIFE, make statements or spread rumours in violation of item 4.7;
- (vii) should the IBO act against the law or in violation of PRIFE's Marketing Rules & Ethics or the Code of Ethics set by SELDIA according to item 4.1;
- (viii) should the IBO, without PRIFE's permission pass on information according to item 12.1.

19.4 Should PRIFE be entitled to give notice of termination of this contract with immediate effect, in accordance with item 19 in this contract, PRIFE may instead choose to exclude the IBO from his position in the PRIFE Network, awaiting the attainment of a final settlement. In addition, PRIFE is entitled to withhold due commissions from the IBO until a settlement had been attained

## **20 Consequences of a termination of the contract**

20.1 When notice of termination has been given

- (i) the IBO is obliged to return bought products (including the sales material and other marketing, and teaching material) provided that these are marketable. (Have not been used, opened or tampered with in any way and have not passed the expiry date and are still marketed by PRIFE in its catalogues).

20.2 The condition of said right to cancel undelivered orders according to item 20.1 is laid down on condition that the IBO must claim the refund within 14 days of the notice of termination.

20.3 PRIFE is obligated to disburse sums according to item 20.1 (ii) within 30 days of the notice of termination.

20.4 The IBO is liable for payment of all costs (including freight charges) in connection with the return of products according to item 21.1 (i) .

20.5 At the termination of this contract, the IBO shall make payment for the products and services PRIFE has delivered to the IBO, and which the IBO has not returned according to item 20.1 (i).

20.6 The IBO is not entitled to any compensation from PRIFE when this agreement has ceased to be valid.

20.7 At the termination of this contract the IBO is obliged to return all samples, notes, memos or information about trade secrets or confidential information belonging to PRIFE (including copies of the Network structure), in his possession, which the IBO has received, worked out or compiled during the validity of this contract. The IBO hereby accepts such notes, memos and information to be the property of PRIFE.

20.8 Upon termination of the agreement, there is a six-month waiting period (current agreement plus six full calendar months additional) from the receipt of this notice. During this time, the independent partner is not allowed to work at all within PRIFE, whether direct (individual or business) or indirectly (through agents or the like). The IBO must not in any way try to influence the IBO business in or with PRIFE.

## **21 Passivity**

21.1 The omission of either party, to either utilize rights according to this contract, or to omit to call attention to a certain circumstance relating to the contract, will not involve the party being deprived of his rights in said respect.

21.2 Should either party choose not to exercise his rights, or to omit to call attention to a particular circumstance, such a relinquishment of rights should in each single instance be performed in writing.

## **22 Assignment**

Sales, Assigning or Transferring of the IBO account is prohibited, unless with written approval from PRIFE. PRIFE reserves the final rights to make exceptions in the policy regarding the sale, assignment, pledge, encumbrance, transfer or sales of IBO account. The basic guidelines and requirements for the transfer of IBO Account are as follows:

1. You must be a 3 Star Rank and Above.
2. The transferee (assignee) must not be Active for the last 90 days.

3. The Placement of the assignment of IBO account must remain the same prior/after the transaction.
4. All the assignee business centers in PRIFE organization must be in the same structure (leg). In the event, that the assignee other account/s are in different organization (leg), the assignment will not be approved.

### **23 Inapplicability of conditions**

Should a condition in the contract, wholly or in part, be inapplicable, the contract in its entirety will not be declared invalid. Instead, reasonable modification of the contract will ensue to the extent the inapplicability essentially influences either party's profits or capacity according to the agreement.

### **24 Settlement of Disputes**

- 24.1 The parties shall use their best efforts promptly and adequately to resolve any dispute or difference which may arise between the parties concerning any matter or thing herein contained or any matter or thing in any way connected with this Agreement/Contract or the rights, duties or liabilities of any party hereto under or in connection with this Agreement, through amicable consultations, conciliation or other agreed means.
- 24.2 Without prejudice to the provisions of Clause 24.1, any dispute or difference which cannot be resolved amicably between the parties within Fourteen (14) days of a party giving a notice in writing of the dispute to the other party shall be referred to arbitration: -
  - (a) to be conducted and determined by a single arbitrator appointed by agreement between the parties or, in default of such agreement within Fourteen (14) days of either party first requesting that a single arbitrator be so appointed, by the Director, for the time being, of the Asian International Arbitration Centre at Kuala Lumpur;
  - (b) to be held in Kuala Lumpur at the Asian International Arbitration Centre;
  - (c) to proceed under the provisions of the Rules of the Asian International Arbitration Centre at Kuala Lumpur; and
  - (d) the awards and findings of which shall be final and binding on the parties.

### **25 Self-billing**

In cases where the IBO runs his own registered business, PRIFE will draw up the invoice which is to be the basis of disbursement of commissions, so called self-billing. When self-billing is employed, the invoice must be approved by the IBO. The invoice will be presumed to be approved if the IBO does not notify otherwise to PRIFE via [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com) within six days of the issuing of the invoice.

# PRIFE MARKETING RULES & ETHICS



## *Congratulations!*

*As a PRIFE Independent Business Owner, we are proud that you are part of a community. We are driven by a purpose - to help you Achieve The Prime Of Your Life.*

As a global direct sales company in the wellness industry, we have the responsibility to operate with ethics and integrity. You, as one of our global Independent Business Owner play an important role in this, on the frontline serving our community and building a strong global brand. We understand, running a business isn't simple, so, let us take you through the Rules of Conduct to help you get moving on your journey with us. What's more, you'll have the PRIFE team standing by to help you.

If you have questions, you can reach us by phone, mail and chat. Email [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com) for any compliant or marketing related issue or contact the PRIFE support team by phone +603 9201 1368 (telephone hours 10 am to 6 pm weekdays, Malaysian time) or Email: [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com)

As a Partner of PRIFE, you are required to understand and comply with all rules, regulations and procedures contained in this Marketing Rules & Ethics document. The Company reserves the right to amend this document by publishing or transmitting amendments to its Partners as it deems appropriate.

The Company honors all federal, state, and local regulations governing direct sales and requires every Independent Business Owner to do the same. It is, therefore, very important that you read and understand the information contained in this document. If you have any questions regarding any rule or policy, seek an answer from your line of sponsorship, or contact our Partner Support by phone +603 9201 1368 or by email [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com).

## **TRADEMARKS**

The Company's name, trademarks, service marks, and copyrighted materials are owned by the Company, including the names of the Company's products. The use of such marks and materials shall be in strict compliance with the Marketing Rules & Ethics document. Only PRIFE is authorized to produce and market products and literature under these trademarks. This includes, but is not limited to: email address, slides, banners, brochures, videos, domain names, training and/or marketing materials and all promotional material such as but not limited to: t-shirts, caps, pins, magnetic signs, etc. Use of the PRIFE name on any item not produced or authorized by PRIFE is prohibited, except in the manner described below:

James Bond  
Independent Business Owner  
PRIFE

## **IMPRINTED BUSINESS CARDS OR LETTERHEADS**

Independent Business Owners are not permitted to "create" their own stationery, business cards or letterhead graphics if the Company's trade name and/or trademarks are used. Only the approved Company graphics versions and wording are permitted.

## **IMPRINTED BUSINESS CARDS OR LETTERHEADS**

Only PRIFE-approved materials may be used when placing any advertising in any print, radio, television, internet, electronic or other media. No person shall use the PRIFE name, logos, trademarks or copyrighted materials in any advertising without express written permission from the Marketing Department. To request approval, a copy of the proposed advertising material must be emailed to the PRIFE Marketing team at [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com). Once approval is obtained, no text may be amended or changed.



## **CORPORATE EVENTS**

Video and/or audio taping of Company meetings and conferences is strictly prohibited; however, photographs are approved. Still photography at individual partner events is allowable at the discretion of the meeting host. Partners are encouraged to take photos during corporate events and share them on their social media pages.

## **REGIONAL EVENTS**

PRIFE recognises and values the important role that events play for both Independent Business Owners and the Company. Partners who are planning to host a regional event, need to ensure that they follow the PRIFE Event Checklist to ensure that they are prepared for their event and to ensure consistency for all events organized by Partners.

The key to a successful regional event is a well-thought-out plan. There are many components to an event, and it's always best to think of every aspect in detail. We've outlined the best practices in our Event Checklist, so you don't have to reinvent the wheel to create a successful regional event!

Please, ensure you have read the Event Checklist prior to starting to arrange your event.

## **INTERNET SALES AND PRIVATE WEBSITES**

PRIFE maintains a presence on the internet on its own website(s). Partners are prohibited from using any trademarks of the Company, including the name PRIFE, the PRIFE logo, and the name of any of the products, or any other trade names, trademarks, or distinctive phrases or remarks used by the Company, including those related to any product, or any term confusingly similar thereto - in any form on the internet.

A Partner is permitted to use the PRIFE Independent Business Owner Logo and must always clearly define themselves as an Independent Business Owner of PRIFE online. If a Partner desires to provide a link from the Partner's personal website directly to the Company's website, the Partner's request must be in writing and is subject to Company approval in its sole discretion. No Website link may be established until the Partner receives written approval from PRIFE. To request approval, a copy of the proposed advertising material should be emailed to the PRIFE Marketing team at [marketing@PRIFE.com](mailto:marketing@PRIFE.com). Once approval is obtained, no text may be amended or changed.

## **ONLINE PRODUCT OFFERING AND ADVERTISING PROMOTIONS**

PRIFE demands that Partners must promote PRIFE products, at prices retail price in line with the valid price list for each individual market. Please do note that different countries and regions may have their own current promotions, and this may not be applicable to other non-related regions.

The approval is given for a 12-month period, which automatically expires, so a new application has to be approved before online sales can continue.

1 Star Directors (Leader) and above are responsible for checking once per month that the rules are followed within own personal sponsored organisation. If the online sales are in breach of the Partner Contract, the Leader is obliged to inform the responsible Partner and PRIFE immediately. If not, the Leader will be co-responsible for the breach of the Partner Contract.

However, PRIFE Independent Business Owners are responsible for ensuring that each of the promotions they offer are fair, true and correct, and not misleading in any manner. Misleading promotions harm the PRIFE brand and all Partners' businesses. Below is a list of non-exhaustive examples of misleading advertising or promotions:

Promote a product as a 'discounted product' if the Partner has always sold this product at such a price.

- Display a promotion for an indefinite period. The Partner must always display the duration of time the promotion will last.
- Display a price, recommended retail price (RETAIL PRICE FOR EACH MARKET IS FOUND IN PRIFE PRICE LIST) or 'the price at which the product is generally sold' with a strikethrough or in such other similar manner, where the Partner has never promoted or sold the product at that price.
- Falsely use in any way whatsoever, the term "limited availability" or similar, to generate an inquiry or purchase from a customer.

## **PROHIBITION OF SALES ON AUCTION SITES AND THIRD-PARTY ONLINE MARKETPLACES (COLLECTIVELY, "THIRD-PARTY SITES")**

Partners shall not offer PRIFE's products for sale via any other online medium other than the official Company site. The Company has a zero-tolerance policy that prohibits Independent Business Owners from (1) selling the Company's products on e-commerce websites such as Amazon, eBay, Taobao, Alibaba, Groupon, etc. or (2) assisting others to do so. Violation of this policy will result in the immediate suspension of your Independent Business Owner account and possibly even termination.

It is important that all marketing and offering for sale of PRIFE products, whether online or offline, conforms with PRIFE product quality standards, helps promote the value and image of the PRIFE brand, and is consistent with the marketing positioning of PRIFE's products. This includes not making illegal, false or inappropriate claims about PRIFE products or associating PRIFE products with other products that make such claims. In addition, all sales must assist in forging and strengthening customer care through Partners' personal relationships with their customers - this is a fundamental component of the Distributor Difference.

PRIFE recognizes the increasing importance of promoting the business via digital platforms. This is one of the reasons why PRIFE encourages Partners to use social medias for lead generations and to create awareness only. Sales on Third Party Sites weaken the personal relationships Partners must develop with their community, as well as the PRIFE brand and the image and marketing positioning of PRIFE establishes for its products. This is because, among other things: (i) Third Party Sites display the name and logo of the Third-Party Site operator; (ii) often make inaccurate representations about their quality or performance which can in certain instances be false or even illegal, and (iii) position PRIFE's products in a context which is not consistent with PRIFE's desired market positioning and image for its products.

## **COMMERCIAL MESSAGES AND NON-SOLICITATION**

Partners shall not post any unsolicited commercial messages or SPAM to any person through the use of PRIFE's social media outlet. Partners shall not solicit on PRIFE company pages which are owned and operated by the PRIFE Corporate Office and PRIFE reserves the right to delete or remove any such content deemed to be solicitation, defamatory, derogatory or the like.

## **RECORDINGS**

An Independent Business Owner may not produce or reproduce for sale or personal use, products sold by the Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences is strictly prohibited. Still photography is allowable at the discretion of the meeting host and PRIFE corporate.

## **SOCIAL MEDIA GROUP ACCOUNTS**

Partners are encouraged to create private social media group accounts with their teams on pages like:

- Facebook, WhatsApp, Wechat, etc. to share recognition, promotions, incentives and all other confidential Partner-related communication which PRIFE does not want to share on open social media platforms and accounts.
- Partners are permitted to create their own Partner social media accounts and pages where they can share customer promotions and product information with the general public. All promotions and product information must adhere to PRIFE's policies and procedures, stated in this document.
- The use of the PRIFE name, corporate images, phrases, products or any trademarked names owned by the Company is not permitted in the name of the social media group or page account.

All social media group accounts and pages must also adhere to PRIFE's policies & procedures.

## **SOCIAL MEDIA ADVERTISING**

PRIFE permits the use of social media paid advertising, e.g. Facebook & Instagram advertising (including lead generating adverts), which you can use to promote PRIFE products or your business opportunity from your own Independent Business Owner business account. If you are promoting PRIFE products, only approved PRIFE Independent Business Owner material in your Back Office can be used for social promotion.

All PRIFE-branded content must contain the Independent Business Owner logo when advertising.  
*You can find all Partner marketing materials in your Back Office.*

## **LINKEDIN**

It is against PRIFE's policies to advertise on LinkedIn (or any other employment site) that you as an Independent Business Owner are recruiting/hiring for PRIFE for Partners/customers.

There are however plenty of other ways you can build your prospect/customer lists through LinkedIn and other social platforms. Below is a list of approved methods to help you build and grow your team, the right way.

### **1.) Create a Prospect Database**

Before you even start reaching out to new prospects, you should always try to make the most of the ones you already have. LinkedIn allows you to export all of your connections' names and email addresses in a .CSV file, which you can open and organize in Excel.

### **2.) Invite Group Members to Connect**

Go through the LinkedIn Groups you're involved in and send a connection request to other group members that you identify as good potential leads. Just make sure you include a personal note in your connection request, however, as people are much more likely to decline a generic request from a stranger, than a personalized one from someone they have something in common with.

### **3.) Follow Company Pages**

In addition to connecting with the other users in your Groups, another easy way to find prospects is by following the Company Pages of companies you see as good prospects. This way, you'll stay up-to-date on all their company news, and you can even see a list of all the LinkedIn users who work for that particular company.

### **4.) Use Advanced Search to Find Potential Prospects**

If you don't know which companies to target, but still want to find new prospects and connections, LinkedIn's advanced search filters give you plenty of options to single out specific LinkedIn users. You can search for specific keywords in someone's profile, their job title, location, industry, connection relationship, and even things like company size, seniority level, and experience if you have a Premium LinkedIn account.

## 5.) Send InMail

If you want to reach out to someone directly but aren't connected with them and don't have their contact information, one way you can get a hold of them is by using LinkedIn's InMail. With InMail, you can send a private message to any LinkedIn user for a small cost. If you have a Premium LinkedIn account, you can send several free InMail messages each month. Please remember not to spam people and keep the conversation authentic.

## SEO/SEM

PRIFE does not permit the use of AdWords to promote your Independent Business Owner account and personal websites. We will ensure to implement these on a corporate level to promote PRIFE as a company on Google or any other search engines.

## MEDIA INQUIRIES AND MEDIA

Independent Business Owners must not respond to media enquiries (journalists, magazines, press, etc.) regarding PRIFE, its products or business. All enquiries of this nature must be referred to PRIFE's corporate office. Similarly, Partners must not place articles in any publication without express approval from PRIFE's head office. Please, forward all media enquiries to [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com).

## MEDICAL OR THERAPEUTIC CLAIMS

No medical claims (expressed or implied) may be made for any Company product by an Independent Business Owner of PRIFE. No therapeutic claims (including personal testimonials) as to curative or beneficial properties of any PRIFE products may be made except those approved in authorized Company literature. In particular, a Partner may not claim that PRIFE products can assist in or are useful for the treatment or prevention of medical conditions. Such statements may be perceived as advice of a medical or curative nature and may violate PRIFE policies and may contravene federal and local laws and regulations.

The Company recommends that customers under a physician's care or suffering from any chronic disorder should consult their physician before undertaking any treatment via the devices offered by the Company, changes in diet or when beginning any nutritional program.

The Company's nutritional products are designed for supplementation, not replacement. The Company encourages all Company customers to seek the advice and counsel of nutritional and healthcare professionals. Please, refer to PRIFE policies and procedures for further information.

## TESTIMONIALS AND ENDORSEMENTS

All Partners and Customers testimonials are welcome, but must be directed to corporate at: [customerservice@prifeintl.com](mailto:customerservice@prifeintl.com). If you are interested in a sports sponsorship or influencer cooperation with PRIFE, please feel free to send your request to the corporate marketing department at the email mentioned above.

## BLOGS

You may write about PRIFE on your blog, personal website or social networks on the internet, provided that the brand is not overly emphasized or used in such way that it can make visitors falsely believe that the material is sponsored, created or approved by PRIFE. You have to always state that you are an Independent Business Owner of PRIFE.

Partners failing in complying with our rules will receive one (1) warning and will be asked to change the infraction. Partners failing to change will be excluded from the network and the position will be suspended or permanently terminated. Please refer the suspension and termination details below.

## **NON-DISPARAGEMENT**

You agree to refrain from making any statements, written or oral, that are negative, detrimental, or defamatory in nature regarding the Company, its businesses, or any of its respective officers, directors, employees, agents, affiliates, or assigns. This non-disparagement clause applies to any and all forms of communication, including but not limited to, press releases, public statements, interviews, social media posts, and any other public forum.

This non-disparagement clause is intended to ensure that both parties are able to conduct their respective businesses in a professional and dignified manner, free from the damaging effects of false or negative statements. You acknowledge and agree that any violation of this non-disparagement clause may cause the Company irreparable harm, for which monetary damages may not be sufficient, and that in such event, the Company shall be entitled to seek injunctive relief, as well as any other remedies available at law or in equity from or against you.

This non-disparagement clause shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and representatives.

This non-disparagement clause shall survive termination of this agreement and any other relationship between the parties.

This non-disparagement clause shall be governed by and construed in accordance with the laws of Malaysia.

This non-disparagement clause constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings, whether written or oral, and may not be amended or modified except in writing signed by both parties.

## **ANTI SEXUAL HARRASSMENT & GUIDELINES ON GENERAL CONDUCT**

*PRIFE* is committed to providing a work environment free from sexual harassment. Sexual harassment is illegal and will not be tolerated. This policy applies to IBOs, partners, employees, and any one who is interacting with the Company.

### **Definition of Sexual Harassment**

Sexual harassment is any unwanted or unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature.

Examples of sexual harassment may include, but are not limited to:

- Unwanted sexual advances, requests for sexual favors, or propositions.
- Sexual comments, jokes, innuendoes, slurs, or gestures.
- Displaying sexually suggestive objects, pictures, cartoons, or posters.
- Touching, patting, hugging, or brushing against someone's body.
- Making sexual gestures or faces.

- Inappropriate electronic communication, including but not limited to email, text messages, and social media posts.

*PRIFE* will conduct a prompt, thorough, and impartial investigation of all complaints of sexual harassment. Confidentiality will be maintained to the extent possible. Retaliation against any employee for reporting sexual harassment or for participating in an investigation of a complaint is strictly prohibited and will not be tolerated and any person who engages in sexual harassment will be subject to disciplinary action, up to and including termination of contract. *PRIFE* will also take appropriate action to prevent the recurrence of the harassment and to correct its effects on the victim and others, if appropriate.

*PRIFE's* code of ethics further requires employees and independent salespeople affiliated with the Company to adhere to the code's guidelines and ensure a high level of professionalism, customer service and business ethics when interacting with employees, salespeople, consumers or anyone affiliated with the Company.

*PRIFE* believes in an inclusive community and individual expression without fear of abuse, bullying and harassment. The Company does not tolerate members of our community being shamed, bullied, or harassed. Abusive statements or behavior can cause severe psychological distress and will not be tolerated.

Abusive behavior can include but is not limited to threats or degrading statements intended to mock, humiliate or belittle anyone.

## **SUSPENSION/TERMINATION**

### **SUSPENSION**

An Independent Business Owner may be suspended for violating the terms of the Marketing Rules and Ethics Agreement, the Policy & Procedures Manual, the Compensation Plan and other documents produced by the Company.

When a decision is made to suspend an Independent Business Owner, the Company will inform the Partner in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension, if any. The suspension notice will be sent to the Independent Business Owner's address on file with the Company pursuant to the notice provisions contained in the above guidelines.

Such suspension may or may not lead to termination of the Partner's position as so determined by the Company in its sole discretion. If the Independent Business Owner wishes to appeal, the Company shall receive such appeal in writing within fifteen (15) days from the date of the suspension notice. The Company will review and consider the suspension and notify the Partner in writing of its decision within thirty (30) days from the date of the suspension notice.

The decision of the Company will be final and subject to no further review. The Company may take certain action during the suspension period, including, but not limited to, the following:

- A. Prohibiting the Partner from holding Independent Business Owner meetings or outings as an Independent Business Owner of the Company or using any of the

- Company's proprietary marks and/or materials;
- B. Withholding commissions and bonuses due to the Independent Business Owner during the suspension period;
- C. Prohibiting the Independent Business Owner from purchasing services and products from the Company; and/or
- D. Prohibiting the Independent Business Owner from sponsoring new Partners, contacting current Partners or attending meetings of Partners.

If the Company, in its sole discretion, determines that the violation that caused the suspension is continuing, has not been satisfactorily resolved, or a new violation involving the suspended Independent Business Owner has occurred, the suspended Partner may be terminated. For the volume month in which the breach or alleged breach has occurred, bonus payments that have been paid to the Partner by PRIFE, may be requested by PRIFE to be refunded by the Independent Business Owner until a satisfactory resolution has been reached. If the suspension is resolved, lifted or waived by PRIFE in favour of the Independent Business Owner, then all entitlements to bonus payments and to benefits of the Partner Account shall be reinstated from a nominated date.

#### **TERMINATION**

An Independent Business Owner may be terminated for violating the terms of this document, or those of the Policies & Procedures Manual, the Compensation Plan and other documents produced by the Company. The Company may terminate a violating Independent Business Owner without placing the Partner on suspension, in the Company's sole discretion. The Partner will be given notice of the opportunity to respond to PRIFE, asking to consider the issues relating to the grounds for termination. When the decision is made to terminate the Independent Business Owner, the Company will inform the Partner in writing at the address in the Independent Business Owner's file that the termination shall become effective thirty (30) days from the date of the written notification.