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STATEMENT OF
POLICIES & PROCEDURES
全球政策与程序宣言

AAA GREENCELL INTERNATIONAL SDN BHD

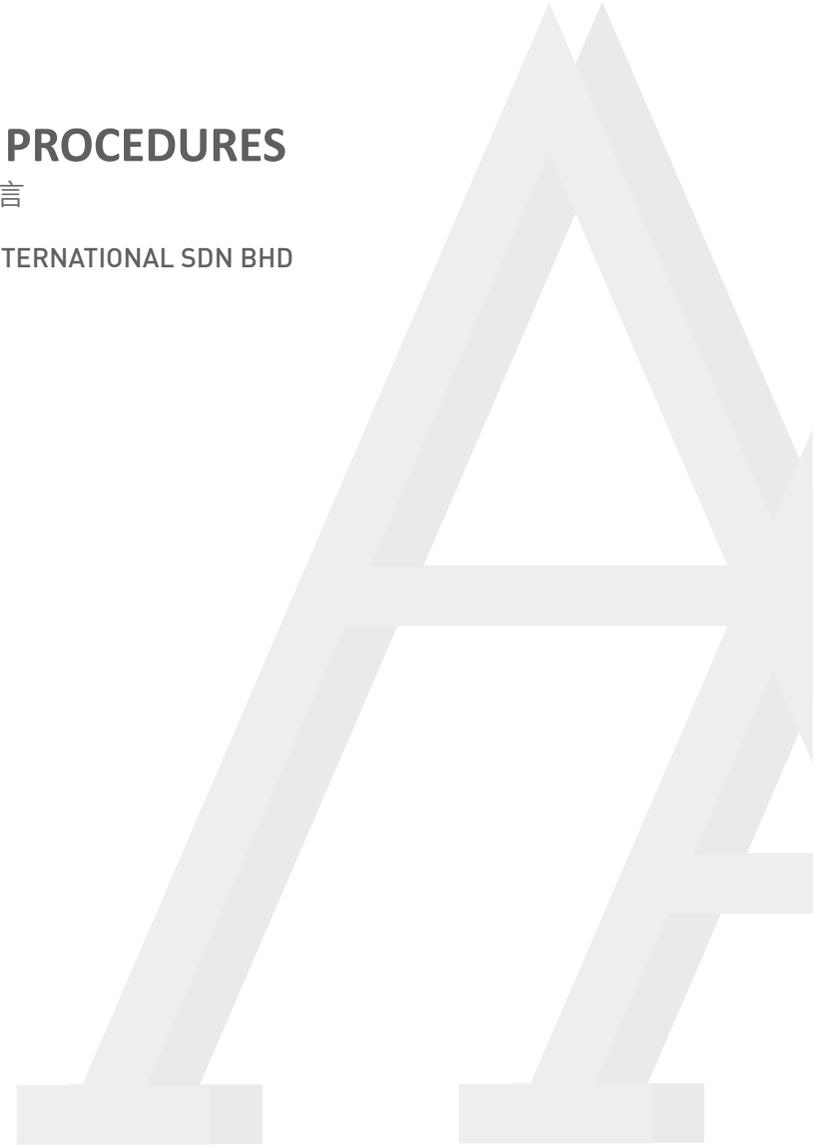


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INTRODUCTION

AAA GreenCell is a direct selling company that markets its Products through independent Distributors. It is important to understand that your success and the success of your fellow Distributors depend on the integrity of the men and women who market AAA GreenCell's Products and services. The Agreement (as defined below) is made to clearly define the relationship between you and us, between you and your Customers, and between you and other Distributors. AAA GreenCell is sometimes referred to as "we," "us," and "our," and the Distributor signing the Agreement 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 upon mutual agreement of the parties 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 AAA GreenCell Distributor Application, these Policies and Procedures and the attached addenda (which are incorporated herein by this reference), and the AAA GreenCell Reward 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 or she is provided with the opportunity to (1) review and understand the terms and conditions of the Agreement and (2) read and understand the Policies and the Reward plan prior to signing the Distributor Application.

SECTION 1. BECOMING AN INDEPENDENT DISTRIBUTOR

1.1 Requirements to Become a Distributor.

To become a AAA GreenCell Distributor, you must:

- 1.1.1 If you are an individual, be of the age of legal majority in the jurisdiction in which you reside (usually age 18);
- 1.1.2 If you are a legal entity, be properly registered and in good standing with your governing jurisdiction;
- 1.1.3 Reside in an Opened Country;
- 1.1.4 Provide, where allowed by law, evidence of identity in the form and manner as AAA GreenCell may require;

1.1.5 Submit a true, accurate, and properly completed Distributor Application to AAA GreenCell. The Distributor Application must have bank information, a phone number, and a physical address that are yours. AAA GreenCell reserves the right to void or cancel the Distributor Application if at any time it discovers that such information is not unique to you or shared by other Distributors.

1.1.6 Purchase a Distributor Kit, unless local law requires the purchase to be optional, in which case, it is not required.

1.2 Application and Acceptance.

By signing the Distributor Application and submitting it to us, you are applying to become an independent Distributor of AAA GreenCell. Your application is accepted when we enter your data into our database and if you are otherwise in compliance with the Distributor Application. Upon acceptance, we will establish in the Personal Enrolment Tree and the Placement leg a Distributorship, and issue to you an identifying Distributorship number.

1.2.1 We reserve the right to reject any Distributor Application. We will not accept inaccurate or false information. Incomplete, inaccurate, or unlawful Distributor Applications are voidable by us.

1.2.2 You are responsible for informing us of any changes affecting the accuracy of your Distributor Application and any subsequent information regarding the account information of your Distributorship.

1.2.3 A Distributor Starter Kit shall be purchased directly from AAA GreenCell.

1.3 Territory.

Acceptance of your Distributor Application authorizes you to resell Products and operate your partnership in the country for which it is specified. If you desire to resell Products in another country that we have officially opened, you must provide proof of residence in that country and submit a change of country request to the Customer Service Department. We may charge you a fee for this change.

1.4 Distributor Benefits.

Once your Distributor Application has been accepted by us, the benefits of the Distributor Agreement will be available to you as long as your Distributorship is in good standing. These

benefits include the right to:

- 1.4.1 Sell AAA GreenCell Products in accordance with the Policies and Procedures;
- 1.4.2 Participate in the Reward plan (receive Bonuses, if eligible);
- 1.4.3 Sponsor other persons;
- 1.4.4 Receive periodic AAA GreenCell literature and other AAA GreenCell communications;
- 1.4.5 Participate in AAA GreenCell™ -sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable); and
- 1.4.6 Participate in promotional and incentive contests and programs sponsored by AAA GreenCell.

1.5 No Product Purchase Required.

No person is required to purchase our Products or Sales Tools to become a Distributor.

1.6 Term and Renewal of a AAA GreenCell Business.

The term of the Agreement is one year from the date of its acceptance by us. You may renew the Agreement for additional terms of one year by paying a renewal fee (if we require it) or by continuing to conduct business with us (eg, ordering products or Sponsoring Distributors).

1.7 Termination.

The Agreement between you and us may be terminated as follows:

- 1.7.1 You may terminate the Agreement at any time, regardless of reason by submitting a notice in writing to AAA GreenCell at its principal business address, or via email to inquiry@aaagreencell.com.my. The email notice must be from your email of record and include your name, Distributor identification number, and address. The written notice must also include your signature.
- 1.7.2 You may terminate the Agreement by failing to renew the Agreement on its anniversary date. We may elect not to renew the Agreement upon its anniversary date if the account has no sales activities in the past 12 months.
- 1.7.3 We may also terminate the Agreement if you are in breach of the Agreement. Prior

to doing so we will give you a notice of the breach and an opportunity to cure within a reasonable time.

1.8 Effects of Termination.

When your Agreement with us is terminated, for whatever reason, your Distributorship rights as set forth in the Agreement also terminate. This includes the right to sell Products and the right to receive Bonuses or other income resulting from the sales and other activities of your Downline. However, certain obligations herein survive termination, including those found in sections, and their subsections, 1.8, 2.3.2, 2.3.3, 2.3.7.3, 2.3.7.4, 2.4.3, 2.4.4, 2.4.5, 3.3, 4.3.1, 6.4, 8.4, 8.6, 8.7 and 8.8.

1.9 Beneficial Interest.

"Beneficial Interest" means a legal or equitable right—whether granted by law, contract, or practice—to direct, control, own, participate in or be the beneficiary of the direction, control, ownership, or participation of another person. Your spouse or partner residing with you has a beneficial interest in your Distributorship. Also, if you are a legal entity, then all possessing a right to control you, including but not limited to your shareholders, officers, directors, or your members or managers, as the case may be, possess a Beneficial Interest in your Distributorship and may not hold a Beneficial Interest in another Distributorship.

1.9.1 Normally, we deem all persons residing in your household as holding a beneficial interest in your Distributorship. However, if you can provide adequate proof that another adult who is not a spouse is operating a Distributorship separately from yours, we will waive this rule until circumstances change.

1.9.2 If a member of your household engages in any act or omission that, if performed by you, would violate the Agreement, we may impute such act or omission to you as if you had violated the Agreement.

1.9.3 If you marry another Distributor, no effect will be given to the provisions of this section and the two of you may maintain your Distributorship separate and independent.

1.9.4 If you are a Distributor and receive the rights to another's Distributorship upon death, we will waive the Beneficial Interest policy, subject to the succession rules herein.

1.10 Succession and Incapacity.

If you bequeath your rights in your Distributorship upon death, and such rights are given by a competent court upon your death, we will recognize the transfer to the successor if the successor provides proof that is acceptable to us and completes and delivers an amended Distributor Application with such information as is necessary for us and the successor to carry on business. Otherwise, we will terminate your Agreement. If you are incapable of operating your Distributorship due to incapacity, we will recognize your authorized agent to operate the Distributorship during your incapacity. To do so, your authorized agent must provide proof of your incapacity and proof of his authority that is authentic and which we can verify to be lawful.

1.11 Effects of Divorce and Legal Entity Dissolution.

We will not allow a Distributorship to be partitioned or in any way divided in the event of divorce or company dissolution.

1.11.1 During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

1.11.1.1 One of the parties may, with consent of the other(s), operate the AAA GreenCell business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize us to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

1.11.1.2 The parties may continue to operate the Distributorship on a "business-as-usual" basis, where upon all compensation paid by us will be paid according to the status quo as it existed prior to the divorce or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

1.11.1.3 We will not remove a party to a Distributorship from the Distributor account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will we divide Bonuses between divorcing spouses

or members of dissolving entities. We recognize only one downline organization. Bonuses shall always be issued to the same individual or entity.

1.11.1.4 If a former spouse has completely relinquished all rights in the Distributorship pursuant to a divorce, he or she is thereafter free to enroll under any Sponsor without waiting six (6) calendar months (see section 2.3.7). In the case of a business entity dissolution, those holding a Beneficial Interest in the legal entity must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a Distributor. In either case, however, the former spouse or business affiliate shall have no rights to any Distributors in his or her former organisation or to any former Customer and must develop the new business in the same manner as would any other new Distributor.

1.12 Changes Involving a Spouse and/or a Closely Held Company.

1.12.1 The First Right of Refusal rules in section 1.17 shall not apply if a Distributor desires to add or remove a spouse from the Distributorship [Examples: (1) Mrs. X is a Distributor. She may add her husband, Mr. X, to the Distributorship. She may not add an adult child, parent, or other relative, or an unrelated business partner.

(2) Mrs. Y and Mr. Y are joint applicants on a Distributorship. They divorce and by agreement, or court order, Mrs. Y retains all the rights to the Distributorship and Mr. Y releases, or is ordered to release, all such rights.]

1.12.2 A Distributor who is an individual may transfer his or her interest (and the spouse's interest, if applicable) to a legal entity that is 100% held by one or both spouses. [Example: XYZ, Inc. is 100% owned by Mr A. The Distributorship is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr A (and to Mrs A if Mr A agrees.)

1.12.3 A Distributor that is a legal entity and 100% owned by an individual and/or his spouse may transfer its interest to the individual and/or the spouse. [Example: Mr. A is the sole name on a Distributorship. He

may transfer his rights to XYZ, Inc. if he is the sole shareholder (or he and his wife, Mrs. A, are the sole shareholders) of XYZ, Inc.)

1.12.4 To accomplish a transfer, the Distributor must submit an amended Distributor application and,

1.12.4.1 if adding a spouse, a copy of their marriage certificate;

1.12.4.2 if removing a spouse, a notarized copy of the signatures of both spouses authorizing the removal;

1.12.4.3 if transferring to a legal entity, a certificate of good standing from the state of organization and a copy of AAA GreenCell's charter documents showing all the interest holders and management; and

1.12.4.4 if transferring from a legal entity to the individual and/or individual and spouse, an authorizing statement signed by an officer or director of the legal entity and signed by the individual (and spouse, if applicable).

1.13 Change in Form of Legal Entity.

A Distributor that is a legal entity and desires to change to another type of legal entity may do so as long as the Beneficial Interests in the legal entity do not change. All Beneficial Interest holders of the former legal entity must confirm with a notarized or other form of authenticated signature that they agree to the change. Also, a new Distributor Agreement must be submitted by the new legal entity. Members of the former entity are jointly and severally liable for any indebtedness or other obligation to AAA GreenCell.

1.14 Change in Existing Beneficial Interest Holders of a Legal Entity.

Changes in the Beneficial Interest holders of a legal entity, whether by addition or replacement (but not removal or resignation) of a shareholder, director, officer, manager or member, are deemed to be a transfer of interest.

1.15 Limitations.

Changes within the scope of these sections 1.15 and 1.16 do not include a change of sponsorship, which is addressed in section 3.2 below. However, if such changes involve a change in

the beneficial interest of a Distributorship, the change is subject to the right of first refusal rules.

1.16 Changes to the Agreement.

Because laws and the business environment periodically change, AAA GreenCell may find it necessary to amend the Agreement and its prices from time to time. Once the amendments are published, you may elect to accept the amendments or reject them. If you reject them, your Agreement will terminate at the end of its term and will not be renewed. Amendments shall be effective upon notice to all Distributors that the Agreement has been modified. Notification of amendments shall be published in one or more of the following: (1) posting on AAA GreenCell's official website, (2) electronic mail (email), (3) fax-on-demand, (4) voice mail system broadcast, (5) inclusion in AAA GreenCell periodicals, (6) inclusion in Product orders, or (7) special mailings. If you continue to Sponsor and/or accept Bonuses from us, such actions shall be deemed acceptance of the amendments.

SECTION 2. OPERATING YOUR INDEPENDENT DISTRIBUTORSHIP

2.1 Code of Ethics.

We are a values-based company and pride ourselves on the quality and character of our Distributors. The following code of ethics helps ensure a uniform standard of excellence throughout our organization. You agree to practice the following ethical behavior when operating your Distributorship. Each behavior part of the Code of Ethics is material to the Agreement.

2.1.1 I will actively work to establish and maintain a retail customer.

2.1.2 I will be respectful of every person I meet while operating my independent AAA GreenCell related Distributorship.

2.1.3 At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.

2.1.4 I will not engage in activities that may bring disrepute to AAA GreenCell, any AAA GreenCell corporate officer or employee, myself, or other Distributor.

2.1.5 I will not make discouraging or disparaging claims toward other AAA GreenCell Distributors. I will ensure that

in all AAA GreenCell business dealings I will refrain from engaging in negative language and defamatory statements.

2.1.6 I will be truthful in my representation of AAA GreenCell Products and make no claims regarding the health benefits of AAA GreenCell Products that violate the law.

2.1.7 I will provide support and encouragement to my Customers to ensure that their experience with AAA GreenCell is a successful one and will clearly state all terms of sale.

2.1.8 I will provide follow-up service and support to my downline as is reasonably necessary to assist them in building a Retail Customer base and a downline organization.

2.1.9 I will correctly represent the Reward Plan and the income potential represented therein. I understand I may not use my own income as an indication of others' potential success, or use compensation earnings as marketing materials. I further understand that I may only disclose my AAA GreenCell income to recruit a potential Distributor after I have given a copy of the Income Disclosure Statement to the potential Distributor(s).

2.1.10 I shall make personal or telephone contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid intrusiveness.

2.1.11 When making a sales presentation, I shall discontinue it immediately upon the request of the recipient.

2.1.12 I shall take appropriate steps to protect the private information of my Customers and downline.

2.1.13 I shall respect the lack of commercial experience of potential applicants and actual retail Customers and downline.

2.1.14 I shall not abuse the trust my retail Customers and downline place in me, nor shall I exploit their age, illness, lack of understanding or unfamiliarity with language.

2.1.15 I will abide by all of AAA GreenCell's Policies and Procedures.

2.2 Independent Contractor Status.

You are an independent contractor. You are not an agent, employee, partner, or joint venture with AAA GreenCell. You may not represent yourself as anything other than an independent Distributor. You have no authority to bind AAA GreenCell to any obligation. Should you be deemed an agent by a competent agency or court in any jurisdiction in which you do business, you shall release us from any claim arising from such determination.

2.2.1 As an independent contractor, you are responsible for paying your own self-employment taxes, income taxes, and other taxes imposed by law upon an independent contractor and you shall indemnify us from any claims arising from your failure to pay such taxes.

2.2.2 Your work hours, business expenditures, and business plans are not dictated by us and you shall make no printed or verbal representations that state or imply otherwise.

2.2.3 It is your responsibility and you agree to comply with all laws and the Agreement in the operation of your Distributorship or the acquisition, receipt, holding, selling, distributing, or advertising of our Products or opportunity.

2.2.4 You also agree to be fully responsible for all of your verbal and/or written statements made regarding the Products, services, and the Reward plan which are not expressly contained in Official AAA GreenCell Materials. You agree to indemnify us against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by you that are outside the scope of the Agreement. The provisions of this section survive the termination of the Agreement.

2.3 Unfair Competition.

2.3.1 No solicitation during Agreement. You are free to participate in other direct selling, multilevel, or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, unless authorized in writing by an officer of AAA GreenCell, during the term of this Agreement, you shall not directly or indirectly solicit, recruit, or attempt to

solicit or recruit other AAA GreenCell Distributors or Customers to any other Network Marketing business, other than those you have personally Sponsored. If you participate in another Network Marketing business, you agree that you shall operate your AAA GreenCell Distributorship entirely separate and apart from it. Accordingly, if participating in another Network Marketing business, you agree that:

2.3.1.1 You shall not display any non-AAA GreenCell Products and Sales Aids with, or in the same location as AAA GreenCell Products or Sales Aids;

2.3.1.2 You shall not offer any non-AAA GreenCell program, opportunity, product, or service in conjunction with the AAA GreenCell opportunity or Products to prospective or existing Customers or Distributors;

2.3.1.3 You shall not offer any non-AAA GreenCell opportunity, products, or services at any AAA GreenCell related meeting, seminar or convention, or within two hours and a five mile radius of the AAA GreenCell event. If the AAA GreenCell meeting is held telephonically or on the internet, any non-AAA GreenCell meeting must be at least two hours before or after the AAA GreenCell meeting, and on a different conference telephone number or internet web address from the AAA GreenCell meeting.

2.3.2 Non solicitation. During the term of the Agreement, with the exception of those Distributors you personally Sponsored, you may not recruit any Distributor for another Network Marketing business. You and we recognise that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, you and we agree that this non-solicitation provision shall apply to all markets in which AAA GreenCell conducts business. This subsection shall survive termination of the Agreement.

2.3.3 Not Applicable to Trade Secrets. Notwithstanding any other provision of this Agreement, you shall never use our trade secrets and confidential information, as further described herein, to solicit, recruit, or attempt to solicit or recruit, whether directly or indirectly, other AAA GreenCell Distributors or Customers to any other Network Marketing business.

2.3.4 Sale of Competing Goods or Services. While a Distributor, you shall not sell, or attempt to sell, any programme, products, or services to AAA GreenCell customers or Distributors that compete with our Products. Any program, product, service, or Network Marketing opportunity in the same generic categories as our Product is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

2.3.5 Targeting Other Direct Sellers. You agree to refrain from systematically targeting members of another Network Marketing business to be a Distributor. If any lawsuit, arbitration, or mediation is brought against you alleging that you engaged in such prohibited activity, you shall indemnify us against all claims, actions, suits, and demands arising from or related to the systematic targeting.

2.3.6 Disparagement

2.3.6.1 You shall not demean, discredit, defame, or make misleading comparisons with other companies, competitors of AAA GreenCell, Distributor organization or systems, or Distributors in an attempt to promote our Products, or to entice another Distributor to become part of your marketing organization, or to enroll in AAA GreenCell.

2.3.6.2 You shall not use financial enticements or other incentives to persuade a Distributor to change his or her line of sponsorship or business building system.

2.3.7 Line Switching, Cross - Sponsoring, and Enticement. You and we agree that maintaining the integrity of the line of sponsorship in a Distributorship organization is fundamental to network marketing. Accordingly, you agree to

not engage in Line Switching, Cross-Sponsoring, and Enticement. "Line Switching" means applying for and becoming a Distributor (a) when already a Distributor, (b) when holding a Beneficial Interest in another Distributorship; and/or (c) when less than six (6) months have passed since having been a Distributor or having held a Beneficial Interest in another Distributorship "Cross Sponsoring" means the enrolment of another Distributor (including a Distributor whose Agreement was terminated within the preceding six (6) months or has Sponsored or purchased Product in the preceding six (6) months) to a different line of sponsorship. "Enticement" means soliciting, encouraging, offering benefits, or in any way aiding another Distributor to Line Switch and/or Cross-Sponsor.

2.3.7.1 You shall not use a spouse's or relative's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to circumvent this policy.

2.3.7.2 Because Line Switching, Cross-Sponsoring, and Enticement can be so detrimental to us and to the Distributors involved, you have an affirmative obligation to notify us as soon as is reasonably possible if you know of or have reasonable grounds to suspect another Distributor has breached these covenants.

2.3.7.3 Should you or another Distributor breach these covenants, we may take any or all of the following actions:

2.3.7.3.1 Terminate the Distributorship in breach;

2.3.7.3.2 Terminate the Distributorships created as a result of Line Switching (the "Second in Time Distributorship"); and leave the Distributorships enrolled by the Second-in-Time Distributorships in place and not change Sponsorship or Placement unless extenuating circumstances and fairness compel otherwise. However, we are under no obligation to do so and any

move and the ultimate disposition of the organization remains within the sole discretion of AAA GreenCell.

2.3.7.4 You waive all claims and against us that arise from or relate to the disposition of such Distributorships.

2.3.8 Unethical Activity. You agree to be ethical and professional at all times when conducting you AAA GreenCell Distributorship. Accordingly, you agree that you will not, nor will you encourage or in any way condone Distributors in your Downline to participate in unethical activity. Examples of unethical activities include, but are not limited to the following, some of which are further described in these P&Ps:

2.3.8.1 Making unapproved claims about the Product;

2.3.8.2 Making unapproved income claims;

2.3.8.3 Making false statements or misrepresentation of any kind, including but not limited to untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of the Products;

2.3.8.4 Making disparaging comments;

2.3.8.5 Causing Product sales in Retail Establishments;

2.3.8.6 Use of another Distributor's credit card without express written permission;

2.3.8.7 Unauthorized use of our Confidential Information;

2.3.8.8 Line Switching, Cross-Sponsoring, or Enticement;

2.3.8.9 Failure to comply with the sales and promotional activity requirements;

2.3.8.10 Engaging in unauthorized premarket activity;

2.3.8.11 Violating the rules for conducting business in an NFR market;

2.3.8.12 Personal conduct that discredits AAA GreenCell and/or its Distributors;

2.3.8.13 Violating the laws of your jurisdiction that pertain to your Distributorship;

2.3.8.14 Breaching the Code of Ethics;

2.3.8.15 Breaching the Agreement.

2.4 Activity Reports.

We desire to protect you, other Distributors and AAA GreenCell from unfair and inappropriate competition. We provide you access and viewing of your business network through your Virtual Office. The information including but not limited to all Distributors; organization lists; names; addresses; email addresses; and telephone numbers contained in the AAA GreenCell database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the "Activity Reports") are our confidential and proprietary property. We have derived, compiled, configured, and currently maintain the Activity Reports through the expenditure of considerable time, effort, and monetary resources. Activity Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of AAA GreenCell, which you shall hold confidential. You and we agree that—but for this agreement of confidentiality and non-disclosure—we would not provide Activity Reports to you. Your right to disclose the Activity Reports and information contained therein and other Distributor information maintained by us is expressly reserved by us and may be denied at our discretion.

2.4.1 Purpose Activity Reports are made available to you for the sole purpose of assisting you in working with your downline organization in the development of your AAA GreenCell business. You may use your Activity Reports to assist, motivate, and train your downline Organization.

2.4.2 Limited use. Your access to your Activity Reports is password protected. Activity Reports are provided to you in strictest confidence. Such Activity Reports shall not be disclosed by you to any third party or used for purposes other than in the performance of your obligations under the Agreement and for our benefit without our prior written consent. Any unauthorized use or disclosure of Activity Report constitutes misuse, misappropriation, and a violation of

the Distributor Agreement and may cause irreparable harm to us.

2.4.3 No Improper Disclosure. You shall not, on your own behalf, or on behalf of any other person:

2.4.3.1 Directly or indirectly disclose any information contained in any Activity Report to any third party;

2.4.3.2 Directly or indirectly disclose the password or other access code to your Activity Report;

2.4.3.3 Use the information to compete with us or for any purpose other than promoting your AAA GreenCell business;

2.4.3.4 Recruit or solicit any Distributor listed on any Activity Report or in any manner attempt to influence or induce any Distributor to alter his or her business relationship with AAA GreenCell;

2.4.4 Return. Upon our demand and always upon termination of the Agreement, you shall return to us the original, and all copies of any Activity Reports and any confidential or trade secret information taken therefrom (whether paper or electronic) that is in your possession or subject to your control.

2.4.5 Breach. In the event you breach any of the covenants of this subsection on Activity Reports, we may terminate your Distributorship and we may seek injunctive relief to prevent irreparable harm to us or any of our Distributors. We may also pursue all appropriate remedies under applicable law to protect our rights to Activity Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

2.4.6 No Warranty of Information. All information provided by us, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors—including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card; and electronic check charge-backs—the

information is not guaranteed by us or any persons creating or transmitting the information. To the extent allowed by law, ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BONUSES, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF WE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

2.5 Identification.

Upon enrolling, or at our discretion, you shall, if permitted by law, provide us your government issued ID number and/or a copy thereof. Upon enrolment, we will provide you a unique Distributor identification number. We will use this number to track all your business with us.

2.6 Product Packaging and Liability.

Under no circumstances shall you re-label, or in any way alter or repackage the Products.

Products are to be sold in their original packaging only.

2.7 Insurance.

AAA GreenCell does not extend coverage under any of its policies to Distributors. If you use your personal property (e.g., car or computer) or your home for business use, such property may not be covered for loss or damage and you release us from any claims arising from or related to the operation of your Distributorship.

2.8 Reporting Policy Violations.

To assist us in maintaining a level playing field for all Distributors and to maintain the integrity and longevity of AAA GreenCell, you agree to report violations of the Policies and Procedures immediately to our Compliance department, complete with all supporting evidence and pertinent information. Our Compliance department can at times more effectively enforce the Policies and Procedures when disclosing the source of the allegations; however, the Compliance department will honor all requests for confidentiality.

2.9 Correct Information.

We may periodically request that you update your account information, which you agree to do in a reasonable amount of time.

2.10 Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement.

We may take photos, audio or video recordings, or written or verbal statements of you at AAA GreenCell events or may request the same directly from you. You agree to and hereby grant us the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of AAA GreenCell, or in any other name. Regardless of any other agreements or contracts you may have with any other entity, you agree that any use by us as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any

other claim. You agree to defend and indemnify us against any claims by any other party arising out of our use of the rights granted herein. You confirm that the information you may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of your knowledge. You waive any right you may have to inspect or approve the following products/materials:

- (a) the finished or unfinished product(s);
- (b) printed or recorded advertising copy;
- (c) photos or videos which may be used in connection with the above; or
- (d) photos or videos that we use for any reason.

SECTION 3. SPONSORSHIP

3.1 Sponsoring Distributor Responsibilities.

3.1.1 Disclosure. You must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Reward plan to potential applicants you are Sponsoring before the applicant signs a Distributor Agreement. Copies of the Policies and Procedures, the Income Disclosure Statement, and the Reward plan can be downloaded from your Virtual Office website.

3.1.2 Assistance. You may assist an applicant in the online enrolment process; however, the applicant must agree to the terms and conditions of the Agreement by clicking to submit the application.

3.1.3 Purchase. If Sponsoring an applicant, you may purchase the Distributor Starter Kit and pay the fee only if authorized by the applicant. For Product purchases, please see section 6.3.

3.2 Sponsor/Placement Change.

We highly discourage Sponsor or Placement changes. However, we recognize such changes are occasionally beneficial. Accordingly, we permit the following exceptions:

3.2.1 Change of Sponsor. To change your Sponsor, you must submit a Sponsor Change Request to our Compliance department within seven (7) calendar days from the date of enrolment. The form requires your signature and the signature of your current Sponsor. We may require authentication of the signatures.

3.2.2 Change of Placement. As a Sponsor, you may request to change the Placement of a Distributor you recently Sponsored by submitting to our Compliance department a Change of Placement form within seven (7) calendar days of enrolment. The recently enrolled Distributor's Placement may be moved only inside your organization and will be Placed in the first available open bottom position on the date that the change is made. We will not change the Placement if your Distributor has earned Bonuses or achieved rank.

3.2.3 We reserve the discretion to approve or deny a request for a change of Sponsor or Placement, which approval may not be unreasonably withheld.

3.3 Re-application.

If you are not in breach of the Agreement, you may change your Sponsor by voluntarily terminating your Agreement or remaining inactive (i.e., no purchases of AAA GreenCell Products, no sales of AAA GreenCell Products, no Sponsoring, no attendance at any AAA GreenCell functions, no participation in any other form of Distributor activity, nor operation of any other AAA GreenCell business) for six (6) full consecutive calendar months. Following the six (6) month period of inactivity or termination, you may reapply under a new Sponsor. If your Agreement was terminated by us for breach, you must wait eighteen (18) months to reapply.

SECTION 4. PROMOTING THE PRODUCTS AND OPPORTUNITY

Because many aspects of the AAA GreenCell opportunity and the Products are regulated, compliance with advertising law is important for the longevity of your business and ours. We make every effort to comply with advertising law and expect the same from you. This section describes Product and opportunity claims that you may make, and the limitations. It also explains the types and methods of advertising you may use in building your AAA GreenCell business.

4.1 Claims, Sales and Promotional Activity.

4.1.1 Product Claims. You may make claims about the Products that are in the Official AAA GreenCell Materials of the country for which it is approved. You shall not make

claims about the Product that are not in the Official AAA GreenCell Materials.

4.1.2 Opportunity Claims.

a) Business Opportunity Specific Claims. Do not use the term "business opportunity." Use the terms "income opportunity," "financial opportunity," or "home-based opportunity." When discussing the AAA GreenCell opportunity you must mention that the purchase of tools is optional. The word "free" should never be used to describe AAA GreenCell products—regardless of how they're obtained.

b) Purchasing Requirements. Do not impose personal purchase requirements. Do not require a Distributor to purchase a minimum amount of product. You may say that a Distributor must generate a certain amount of personal volume to qualify for earnings under the reward plan.

c) Income Claims. Any income presentations (in person or on paper) must include a line stating: "Please see the AAA GreenCell Income Disclosure Statement at the end of this document or at www.aaagreencell.com. my for complete information regarding the earnings of AAA GreenCell Distributors." Also, avoid words like "millions" and instead use non-financial phrases like "Beyond imagination" or "Your wildest dreams." Use terms like "income-creating" rather than "wealth-creating." Do not use the term "passive income."

d) Reward Plan.

1) Do not use "purchased" when describing how CV is acquired. Use terms such as "generated." Use wording like "Build teams that duplicate by helping your personally sponsored Distributors build their businesses, and you will earn the Star Maker Bonus."

2) Avoid the words "investment" or "invest." It's okay to talk about investing time or effort—but not money. Accordingly,

use words like "cost" or "expenditure" to describe the Distributor Starter Kit.

3) INCOME DISCLOSURE STATEMENT.

a. Purpose of the Income Disclosure Statement. AAA GreenCell's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices.

4.2 Limitations on Offering.

You shall not offer the AAA GreenCell opportunity through, or in combination with any other reward plan or placement program, other than as specifically set forth in Official AAA GreenCell Materials. Further, you shall not require or encourage other current or prospective Distributors to participate in AAA GreenCell in any manner that varies from the programme as set forth in Official AAA GreenCell Materials. Regardless of your rank, you shall not require or encourage other current or prospective Distributors to execute any agreement, contract, or membership, other than those offered by AAA GreenCell, in order to become a AAA GreenCell distributor. Similarly, you shall not require or encourage other current or prospective Distributors to make any purchase from, or payment to, any individual or other entity to participate in the AAA GreenCell Reward plan other than those purchases or payments identified as recommended or required in the Official AAA GreenCell Materials.

4.3 Limitations on Subject Matter.

You may not produce for sale or distribution any recorded AAA GreenCell events and speeches without our written permission. You also may also not reproduce for sale or for personal use any recording of AAA GreenCell-produced audio or video presentations.

4.3.1 Copyrighted Materials. All of our literature, audiotapes, Internet website material, and programs are copyrighted by us and may be duplicated only by obtaining our prior written consent.

4.3.2 Proprietary Names. You may not use our employee names or our trademarks, names, logos, trade dress or trade names, or any distinctive

phrases used by us to promote your business prior to receiving our written permission. As we change or abandon any of our trademarks or trade names, you agree to also change or abandon such trade name or mark. To protect our proprietary rights, you may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to our names, trademarks, logos, or trade names and those of our Products.

4.3.3 Blogs, Chat Rooms, Social Networks, Online Auctions, and other Online Forums. Except as otherwise indicated herein, you agree to not use any other website, including but not limited to, online blogs, chat rooms, social networks, online auction sites, video websites, or any other online forum to market, sell, advertise, promote, or discuss AAA GreenCell's Products or services, or the AAA GreenCell opportunity. You agree that this provision is material to the Agreement and if you breach it by advertising our Products through an online auction, you agree that we may terminate the Agreement without notice. Notwithstanding the foregoing.

4.4 Other Sales Media.

AAA GreenCell Products may not be sold or promoted through catalogs or other mass sales mediums, such as magazines, infomercials, television, radio, or other related sales media, unless approved by us.

4.5 Retail Establishments.

You may not sell or promote Products through retail establishments. A retail establishment is any fixed location where the primary business is to sell products to the public.

4.6 Generic Business Advertisements.

If you advertise in a newspaper or other advertising mediums, the following rules apply:

4.6.1 No advertisement may imply that a job, position, salary, or any type of employment is allowed.

4.6.2 No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages,

full or part-time employment, or guaranteed incomes. The AAA GreenCell opportunity is not employment, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.

4.6.3 No specific income can be promised or implied, and any references to compensation must use the word "Bonuses" to indicate the independent contractor status of Distributors.

4.6.4 Advertisements may not contain references to AAA GreenCell or our Products (i.e., no product no use of AAA GreenCell logo or bottle design, no health claims).

4.6.5 You may not use any of AAA GreenCell's trademarks or trade names in any advertising.

4.7 Email and Fax Communication.

AAA GreenCell does not permit Distributors to send unsolicited emails unless such emails strictly comply with applicable laws.

4.7.1 Requirements. Any email sent by you that promotes AAA GreenCell, the AAA GreenCell opportunity, or the Products, must comply with the following:

4.7.1.1 There must be a functioning return email address to the sender.

4.7.1.2 There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).

4.7.1.3 The email must include your physical mailing address.

4.7.1.4 The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.

4.7.1.5 The use of deceptive subject lines and/or false header information is prohibited.

4.7.1.6 All opt-out requests, whether received by email or regular mail, must be honored within two (2) business days.

4.7.2 Consent to Receive Emails. We may periodically send commercial emails on behalf of Distributors. By entering into the Agreement, you agree that we may send such emails and that the Distributor's physical and email addresses will be included in such emails as outlined above. You shall honor opt-out requests generated as a result of such emails sent by AAA GreenCell.

4.7.3 No Unsolicited Fax and Phone Advertising. Except as provided in this section, you may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of your AAA GreenCell business.

4.8 Phone Use.

You may not answer the telephone by saying "AAA GreenCell", "AAA GreenCell Incorporated", or by any other manner that would lead the caller to believe that he or she had reached AAA GreenCell's corporate offices. You may only represent that you are a AAA GreenCell Distributor.

4.9 Correspondence.

A Distributor may only represent that he or she is a AAA GreenCell Distributor. All correspondence and approved business cards relating to or in connection with a Distributor's AAA GreenCell business shall contain the Distributor's name followed by the term "Independent Distributor."

4.10 Media and Media Inquiries.

You must not initiate any interaction with the media or attempt to respond to media inquiries regarding AAA GreenCell, its Products or services, or your independent AAA GreenCell business. All inquiries by any type of media must be immediately referred to AAA GreenCell's Marketing department at inquiry@aaagreencell.com.my or by calling 603 9055 9331. Additionally, you may not draft, publish, post on the internet, or otherwise dispense verbal or written AAA GreenCell-related press releases or statements to the media. This policy is designed to ensure that

accurate and consistent information is provided to the public and to maintain the desired public image.

4.11 International Marketing.

We own the worldwide distribution rights to the AAA GreenCell Products and opportunity. We may choose to open certain countries from time to time and will grant you limited rights to Sponsors in those countries. You shall not Sponsor outside of our Opened Countries. Also, you shall not distribute Products in any country other than your home country of enrolment. Additionally, because of important business, legal, and tax considerations, you shall not resell Products to Customers and Distributors outside of your home country of enrolment. Also, to preserve our rights, you may never secure or attempt to secure approval for our Products or business practices; register or reserve AAA GreenCell names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of AAA GreenCell. Your breach of any of these provisions shall require you to indemnify us against any claims, demands, actions, judgments, fines, and penalties.

4.11.1 Business Models. We operate under one of two models in those countries in which we have chosen to do business:

4.11.1.1 On the Ground (OTG). This is a fully operational business model. Products are properly labelled and legalized for resale in the country. Product is purchased in local currency and Bonuses may be paid in local currency. Marketing material specific to the country is available for Distributors residing in that country.

4.11.1.2 Not for Resale (NFR). This is a model of limited activity. Residents of an NFR market may enroll to purchase Product for personal consumption only. They may not sell, distribute, or gift the Product in any way to persons outside their household. They purchase Product from our home office or designated office and may receive Bonuses in RMB currency where allowable by law.

4.11.2 Qualifications. To Sponsor outside your home country of enrolment, your Distributorship must be in good standing;

you must request, read, and comply with the Policies and Procedures and such other guides as we may have available for the Opened Country; and we may require you to pay an international Sponsoring fee for each OTG and NFR country in which you wish to Sponsor.

4.11.3 Sponsoring in an Opened Country. Your compliance with this section protects us, you, and our collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Accordingly:

4.11.3.1 You shall not engage in blind prospecting without our prior written approval. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads.

4.11.3.2 You may not advertise for leads without the prior written consent of our designated officer or employee.

4.11.3.3 You shall not import any Product into a market for which that Product is not officially approved. Products are labelled and sometimes formulated for specific countries.

4.11.3.4 You do not have the right to sell Products in an Opened Country that is not your home country of enrolment. That right is reserved to Distributors residing and enrolled in the Opened Country (if OTG). To avoid adverse tax consequences and restitution requirements, you should refer Product sales to your downline residing in the Opened Country.

4.11.3.5 You may not send any unauthorized Products to another country. Products to be sold in an Opened Country must be obtained directly from that country's AAA GreenCell office or warehouse.

4.11.3.6 You may not seek or participate in media coverage of any kind without prior written approval from us.

4.11.3.7 You may not misrepresent Products or the AAA GreenCell™

opportunity in the country.

4.11.3.8 You may not make claims or guarantees of specific earnings potential. You may not make unlawful health claims about our Products.

4.11.3.9 You must comply with the Policies and Procedures of both the country in which you enrolled and the Opened Country in which you desire to do business.

4.11.3.10 You must understand and comply with the laws of the Opened Country.

4.11.4 Pre Market Activity in a Country Announced for OTG Operations. You may not engage in any business activity in an unopened country unless we make a general announcement to all qualifying Distributors. Such general announcement will specify the limited business activities permissible in the unopened market, including the date when pre-market activity may commence and the scope of the pre-market activity. Non-compliance with covenants of this subsection or the limitations set forth in the general announcements may result in termination of the Agreement.

4.11.5 Sponsoring in a Not for Resale Country. In an NFR country, we permit persons to import Products for personal consumption only. Accordingly, while these Policies and Procedures are inapplicable to Sponsored persons residing in an NFR market, you agree to and shall not sell, offer to sell, distribute, import, or gift Products in an NFR market, nor shall you encourage, aid or abet a person to do the same. Meetings must be limited to explaining the AAA GreenCell opportunity and Sponsoring pursuant to specific guidelines for each NFR market.

4.11.6 Earnings. There maybe specific with holding requirements in your home country; when required, we will deduct such withholdings from your earnings and remit them to the appropriate government agency.

4.11.7 Indemnification. You are fully responsible for all verbal and written statements you make regarding our Products, services, and the Reward plan

which are not expressly contained in our Official AAA GreenCell Materials.

4.11.7.1 You agree to indemnify AAA GreenCell and AAA GreenCell directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by AAA GreenCell as a result of your unauthorized representations or actions. This provision shall survive the termination of the Agreement.

4.11.7.2 Subject to the limitations set forth in this provision, we shall defend you from claims made by third-party Customers alleging injury from use of a Product or injury due to a defective Product. You must promptly notify us in writing of any such claim, no later than five (5) days from the date of first receipt of the third-party claimant's notice alleging injury; failure to so notify us shall alleviate any obligation of AAA GreenCell respecting such claim. You must allow AAA GreenCell to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to our obligation to defend you.

SECTION 5. RETAILS SALES AND ORDERING

5.1 Selling to End Consumers.

The AAA GreenCell opportunity is built on selling Products to end consumers. Your primary opportunity as a Distributor is to develop and maintain Customers. We also allow you to purchase Product that you may use as a sales tool and that you and your family may consume. You agree to not purchase more Product than what you can resell to your Customers in a reasonable period of time.

5.2 Participation in the Reward plan.

You must fulfill the following sales requirements to be eligible for participating in the Reward plan.

5.2.1 Each order you place must comply with the 70% rule as set forth in Section 6.1.

5.2.2 Your Distributorship must be in good standing with us.

5.2.3 Customer Satisfaction Guarantee. As a Distributor of AAA GreenCell Products, you shall offer to each Customer a 100%, 30-day money-back guarantee for all Product sales.

5.2.4 "AAA GreenCell seeks to maintain a competitive environment for all of its Distributors. Therefore, you are prohibited from selling AAA GreenCell™ Products at less than the published Distributor wholesale prices. Violations will result in immediate termination of your Distributorship."

SECTION 6. ORDERING

6.1 The 70% Rule.

You shall personally sell, consume, or use in business building at least 70% of the Product from every order placed with AAA GreenCell prior to placing another order. You agree to validate to such uses if required by AAA GreenCell or by any regulatory agency. No Bonuses may be paid to any Distributor unless it is based on the sale of AAA GreenCell Products to end users.

6.2 Buying Rank Prohibited.

Purchasing Product for the purpose of earning Bonuses or achieving rank is prohibited. We retain the right to limit the amount of purchases you may make if we reasonably believe those purchases are being made solely for rank and other qualification purposes instead of for resale or business building. We may revoke a rank advancement if it was earned in violation of this policy.

6.3 Restricted Ordering Practices.

You shall not order Product through any Distributorship other than one in which you have a Beneficial Interest unless you have prior written permission to do so from the Distributor; this written permission must be on file with us. If you violate the provisions of this section, we may restrict or deduct the Volume and Bonuses paid to you and to all Distributors who earned such Bonuses. The deduction of Volume and Bonuses will occur in the month in which the related sales occur, and shall continue every commission period thereafter until all Volume and Bonuses are recovered from you and the Distributor who received compensation from such sales.

6.4 Product Abandonment.

An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, we reserve the right to determine the final outcome of the order and you release us from any further obligation or liability.

6.5 Pickup Center Orders.

We do not permit any individual or Distributor to pick up another Distributor's order without properly authorization letter

6.6 Restrictions on Third Party Use of Credit Cards and Checking Account Access.

You may not facilitate any AAA GreenCell purchase using a credit card or payment method other than your own unless we have on file an official AAA GreenCell Authorization Letter prior to the transaction.

SECTION 7. BONUSES

7.1 Bonus Qualifications.

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

7.2 No Earning Guarantee.

You are neither guaranteed a specific income nor assured any level of profit or success. Your profit and success can come only through the successful retail sale, use, and consumption of our Products and the retail sales, use, and consumption of our Products by other Distributors in your downline.

7.3 Payment.

We will pay your Bonuses within two weeks following the close of a commission period. For business accounts, we will pay to the business listed on the account; otherwise, we will pay to the primary account holder. Without prejudice to our right of termination, we may suspend or revoke payment if you are in breach of any term or condition of the Agreement. We may also debit your account if you owe us money.

7.4 Bonus Buying Prohibited.

Bonus buying is strictly and absolutely prohibited. Bonus buying includes:

- (1) the enrolment of individuals or entities without the knowledge of and/or execution

of a Distributor Application by such individuals or entities;

- (2) the fraudulent enrolment of an individual or entity as a Distributor or Customer;

- (3) the enrolment or attempted enrolment of non-existent individuals or entities as Distributor or Customers ("phantoms");

- (4) purchasing Products on behalf of another Distributor or Customer, unless authorized herein, or through another Distributor's or Customer's ID number, to qualify for Bonuses;

- (5) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or

- (6) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or Bonuses that is not driven by bona fide Product purchases by end user consumers.

7.5 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.

7.6 Errors or Questions.

If you have questions about or believe any errors have been made regarding Bonuses, PEARs, or charges, you must notify us in writing within 60 days of the date of the purported error or incident in question. We will not be responsible for any errors, omissions, or problems not reported to AAA GreenCell within 60 days.

7.7 Processing and Other Fees.

We may deduct from your Reward plan earnings or charge you a reasonable processing fee for computer processing and other customer services. If you request special services, we may charge an hourly fee with a one hour minimum or a flat fee. We will quote you the fee prior to initiating the services.

SECTION 8. BREACH OF CONTRACT AND REMEDIES

8.1 Breach.

In the event of a breach or failure to perform as required under the plain language of the Agreement, the other party shall give written

notice of such breach to the party claimed to be in breach. In the event that a breach is not cured within a reasonable time from receipt of written notice of any such breach, the breach shall be considered material and a default of the Agreement. In the event a default is not cured, in addition to other remedies available at law, the non-defaulting party shall be entitled to terminate the Agreement by delivering notice of termination to the other party. Unless otherwise specified in the notice of termination, the Agreement shall terminate immediately upon receipt of such notice of termination.

8.2 Internet Auctions.

The parties agree that certain breaches are so egregious, or that potential damages for breach are irreparable, that notice and a cure period is an inadequate remedy. Accordingly, the parties agree that notice and cure are waived for selling Products on an Internet auction site.

8.3 Material Breach.

The following covenants of this Agreement are deemed to be material:

- 8.3.1 Section 2.1 Code of Ethics.

- 8.3.2 Section 2.3.8 Unethical Activity.

8.4 Remedies for Breach.

Our 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.

8.5 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 Agreement by that Distributor, you must report it in writing to AAA GreenCell Compliance department, via email or certified mail, who will review the facts and attempt to resolve the matter.

8.6 Mediation.

If either party disputes a matter, prior to instituting arbitration, you and we agree to meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. An individual

who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation.

8.7 Arbitration.

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration.

8.7.1 Mandatory Arbitration. Any controversy or claim arising between AAA GreenCell 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 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 AAA GreenCell and waives all rights and defenses as to insufficiency of service of process as may be applicable under the laws of the United States or any other country.

8.7.2 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.

8.7.3 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 to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. 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.

8.7.4 Award. The arbitration award shall be a reasoned award, given in writing, and shall be final and binding on the parties hereto and not subject to any appeal, except as specifically provided in the appeal provision below. 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.

8.8 Other Remedies.

Nothing in these Policies and Procedures shall prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect our interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

SECTION 9. DEFINITIONS

9.1 Bonuses.

Monies earned by you, as determined by the Personal Volume of Products retailed or purchased by you and the Group Volume of your Downline, as set forth in the Reward plan.

9.2 Reward Plan.

The method by which you generate Bonuses and are compensated for retail sales and sales Volume within your downline. The Reward plan is described in AAA GreenCell's literature.

9.3 Distributor.

An independent contractor whose Distributor Application has been accepted by us.

9.4 Distributor Starter Kit.

A selection of AAA GreenCell at cost training materials and business support literature that each new Distributor purchases unless prohibited by law.

9.5 Distributorship.

The collective rights arising from the Agreement granted to you to purchase, sell, distribute, and promote the Products and AAA GreenCell business opportunity.

9.6 Official AAA GreenCell Material. Literature, audio or video tapes, and other materials developed, printed, published, and distributed by AAA GreenCell to Distributors.

9.7 Opened Country.

A country that we have officially opened for business using an OTG or NFR model.

9.8 Product Volume (PV).

The point value of Products purchase with your Distributor ID number or of Products we sell to you.

9.9 Products.

Any commodity sold by us that has Volume assigned to it.

9.10 Resalable.

Products shall be deemed "resalable" if each of the following elements is satisfied:

- (1) they are unopened and unused,
- (2) original packaging and labeling has not been altered or damaged,
- (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and
- (4) the Product contains current AAA GreenCell labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resaleable.

9.11 Sales Tools.

Any audio or visual device used to promote the AAA GreenCell Products and/or opportunity. It may be printed; electronic; a logo used on clothing, decals, or in any other form.

9.12 Sponsor.

A Distributor who introduces an applicant to AAA GreenCell and is listed as the Sponsor on the Distributor Application.

ADDENDUM A (MALAYSIA)

A RETURN POLICY AND CANCELLATION NOTICE

A.1 Return of Product upon Termination. If you voluntarily terminate the Agreement, you may return Currently Marketable Products in your inventory for a refund. You may only return Products that you personally purchased from us for resale (purchases from third parties are not subject to refund). "Currently Marketable" means that the Products are returned within ten (10) days of purchase and are in resaleable condition; however, Products shall not be considered Currently Marketable if returned for repurchase after the Products' commercially reasonable usable or shelf life period has passed; nor shall Products be considered Currently Marketable if we clearly disclose to you prior to purchase that the Products are seasonal, discontinued, or special promotion Products and are not subject to the repurchase obligation. Upon receipt of Currently Marketable Products, we will reimburse you 90% of the net cost of the original purchase price(s) as otherwise required by law. Shipping and handling charges incurred by you when the Products were purchased will not be refunded

A.2 Return of Starter Kit upon Termination. If you voluntarily terminate the Agreement, you may return the Starter Kit for a refund if (a) you personally purchased it from us or from another Distributor; (b) you return it within ten (10) months of purchase; and (c) the Starter Kit is in marketable condition. Upon receipt of the Starter Kit, we will reimburse you 90% of the net cost of the original purchase price(s), or as otherwise required by law. Shipping and handling charges incurred by you when the Starter Kit was purchased will not be refunded.

A.3 No Refund for non-Required Sales Tools. We will not refund non-required Sales Tools other than the Distributor Kit and any other required Sales Tools.

A.4 Return of Product—No Termination. If you are not 100% satisfied with our Products, you may return Currently Marketable Products for a refund if neither you nor we have

terminated the Agreement and the Products were purchased within ten (10) days and are in resaleable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred by you when the Products were purchased will not be refunded.

A.5 Refused Products. If you order Products and then refuse delivery, your order is subject to the restocking fee and other procedures for returns herein, and we may charge you for the return shipping costs.

A.6 Refund Procedures. To receive a refund, you must comply with the following:

(a) Obtain a Return Merchandise Authorization (RETURN FORM)

(b) Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement. All returns must be shipped to AAA GreenCell prepaid. AAA GreenCell does not accept shipping-collect packages. The risk of loss in shipping for returned Product shall be borne by you. If returned Product is not received by AAA GreenCell's Distribution Center, it is your responsibility to trace the shipment.

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序言

AAA GreenCell 是一家直销公司，透过独立直销商销售其产品。敬请注意：您和您的直销商同仁的成功取决于销售 AAA GreenCell 产品及服务之工作人员的正直度。本协议（定义如下）旨在清晰诠释您与我们之间的系，您与顾客之间的系以及您与其他直销商之间的系。AAA GreenCell 或其子公司有时被称为“我们”以及“我们的”，而签订本协议之直销商有时被称为“您”及“您的”。

这些政策与程序（以下简称“政策”或“P&P”）目前已作声明并依双方协议不时修改，它们会被纳入并成为协议的一部分。当本文使用术语“协议”时，均统指 AAA GreenCell 直销商申请书、政策与程序和随附之附录（构成本协议的组成部分）以及 AAA GreenCell 奖励计划。附录依国别划分，并可修改本文中的术语。您有责任阅读、理解并遵守最新版本的政策与程序。当您赞助新的直销商时，您必须确保他们有机会 (1) 审阅并理解本协议条款和条件 (2) 在签署直销商申请前，阅读并理解“政策”及“奖金计划”。

第一部分成为独立直销商

1.1 成为直销商的条件。

要成为 AAA GreenCell 直销商，您必须：

1.1.1 如为个人，年龄必须达到居住辖区内的成年法定年龄（通常为 18 周岁）；

1.1.2 如为法律实体，必须在您的政府管辖区内妥善的注册并商誉良好；

1.1.3 居住在开放国家；

1.1.4 在法律允许下，以 AAA GreenCell 认同的形式和方式来提供身份的证明；

1.1.5 向 AAA GreenCell 提交一份正式，准确及填写妥当的“直销商申请书”，这包括填写银行账户资料，联系电话及您的居住地址。如果发现任何其他经销商的资料不核实，AAA GreenCell 保留最终决定保留或取消您的直销商申请的权利。

1.1.6 购买一份“直销商用启动配套”，除非当地法律规定选择性购买，如为此情况，则无需购买。

1.2 申请与接受。

通过签署并向本公司提交《直销商申请书》，您正在申请成为 AAA GreenCell™ 的独立直销商。如果您符合《直销商申请书》，我们会接受您的申请，并将您的资料输入资料库。一旦接受，我们将在个人入会树形图及职位树形图中设加一个直销商，并向您发布一个直销商身份识别码。

1.2.1 我们保留拒绝任何直销商申请的权利。我们不会接受不准确或虚假的资料。我们可以取消不完整、不准确或不合法的直销商申请。

1.2.2 您有责任通知我们任何影响您直销商申请书的准确性以及随后直销商账户资料的更改。

1.2.3 直销商启动配套应当向 AAA GreenCell 直接购买。

1.3 代理区域。

您直销商申请的批准将允许您转售产品并在指定国别经营您的经销权。如果您想在本公司的其它开放国家转售产品，您必须提供该国的居住证明，并向直销商服务部门提交国别更改请求。我们会就此次更改并向您收取更改费用。

1.4 直销商的利益。

当您的《直销商申请书》被本公司所接受后，并您遵守直销商规则下，您将会从《直销商协议》中获益。这些利益包括有权：

1.4.1 依照政策与程序销售 AAA GreenCell 产品；

1.4.2 参与“奖金计划”（如合资格，可获取分红）；

1.4.3 推荐他人；

1.4.4 定期收到 AAA GreenCell 宣传刊物及其它 AAA GreenCell 资讯；

1.4.5 参与 AAA GreenCell 主办的支持、服务、培训、鼓励和表彰典礼（支付相应的费用后，如适用）；以及

1.4.6 参与 AAA GreenCell 主办的促销及激励性竞赛及计划。

1.5 无需购买产品。

无需购买本公司的产品或销售工具即可成为直销商。

1.6 AAA GreenCell 业务的期限和续订。

本协议期限为自接受之日起一年。透过支付续费（在本公司要求下）或继续与本公司进行交易（例如：订购产品或赞助直销商），即可另行续订协议一年。

1.7 终止。

您与本公司之间的协议可依如下情况终止：

1.7.1 您可随时，不论任何原因，提交一份书面通知至 AAA GreenCell 的主要办事处地址，或发送电子邮件至 inquiry@aaagreencell.com.my 终止本协议。电子邮件通知必须从您记录的电子邮箱中发出，并包括您的姓名、直销商身份识别码及地址。书面通知则还必须包

含您的签名。

1.7.2 届满一年之日不再续订协议亦可终止协议。我们可以选择届满一年之日起不再续订。

1.7.3 如果您违反协议，本公司亦可终止协议。终止协议之前，本公司将向您发送违反通知，以给您机会在合理期限内纠正。

1.8 终止的效力。

无论出于何种原因下，当您与我们之间的协议终止后，您协议中阐明的直销商权利亦会终止。这包括销售产品权以及领取分红或其它从销售或下线活动中抽取收入的权利。但是，某些文中提及的责任不会终止，其包括如下章节及子章节：1.8、2.3.2、2.3.3、2.3.7.3、2.3.7.4、2.4.3、2.4.4、2.4.5、3.3、4.3.1、6.4、8.4、8.6、8.7 及 8.8。

1.9 实益权益。

“实益权益”表示在普通法或衡平法下，无论从法律、契约还是惯例中所授权，来指导、控制、拥有、参与或成为其他人指导、控制、拥有或参与的受益人。同您居住的配偶或伴侣在您的经销权中也会拥有实益权益。另外，如为法律实体，那么所有对您拥有控制权的个体（包含但不限于您的股东、管理人员、董事、会员或经理，视具体情况而定）在您的经销权中拥有实益权益，但不会对其它经销权拥有实益权益。

1.9.1 通常，我们认为您家庭内居住的所有成员对您的经销权拥有实益权益。不过，如果您提供合适证明说明非配偶的其他成人正在独立于您经营经销权，我们将取消此规则，直到情况发生变更。

1.9.2 如果您的家庭成员参与任何可能违反协议的作为或不作为（若您执行会违反协议），我们会将此作为或不作为归咎于您。

1.9.3 如果您与另一名直销商结婚，此节内的规定失效，你们夫妻可以独立维持各自的经销权。

1.9.4 如果您是直销商并因其他直销商死亡而继承其经销权，我们将根据本文中的继承规则废止此实益权益政策。

1.10 继承与丧失资格。

如果您遗赠直销商权利，而此权利由权限法院于您死亡后赠予，我们将在继承者提供可让我们接受的证据，并填写和发送一份修改后的《直销商申请书》（其中包含我们所要求的信息以及继承者经营办事处的信息）之下，转让给继承者。否则，我们将终止您的协议。如果您因丧失行为能力而无力经营，我们将准许您授权的代理人在您无能力经营期间经营经销权。如此一来，您的授权代理人必须提供您的无行为能力证据，并证明其授权真实有效，而我们可校验其合法性。

1.11 离婚及法律实体解散的效力。

我们不允许在出现离婚或公司解散时分割或以任何方式划分经销权。

1.11.1 在离婚或法律实体解散过程中，双方必须采取以下经营方法之一：

1.11.1.1 其中一方可在另一方的同意下，通过书面转让，经营 AAA GreenCell 商务。在此情况，交出权利的配偶、股东、合作伙伴或受托人授权我们直接单独处理其他配偶或未交出权利之股东、合作伙伴或受托人。

1.11.1.2 双方可以本着“照常营业”的基础经营经销权，因此，我们将根据离婚或解散起诉前所存在的现状支付所有赔偿款。这是双方未同意上方列明之格式的失责处理程序。

1.11.1.3 在未得到该方书面许可和签名，我们不会从直销商账户中删除该方的经销权。下线组织绝不会划分离婚配偶或解散法律实体。我们绝不会划分离婚配偶或解散实体成员的分红。我们仅承认一个下限组织。分红始终会分发给同一个人或实体。

1.11.1.4 如果前配偶依据因离婚而完全放弃经销权中的所有权利，他或她可自由加入任何推荐商，并无需等上六 (6) 个月（请参阅第 2.3.7 节）。如果企业实体解散，法律实体中拥有实益权益的个人必须自最终解散之日起等待六 (6) 个月才能重新入会为直销商。无论上述哪种情况，前配偶或企业分支机构无权成为其前组织或任何前顾客的直销商，且必须以新直销商相同的方式开发新业务。

1.12 涉及配偶和/或股东人数较少公司的更改。

1.12.1 如果直销商想要从经销权中添加或删除配偶，第 1.17 节中的优先购买权将不被采用。[范例：(1) X 太太是直销商。她可以添加其丈夫 X 先生至经销权。她不能添加成年子女、父母、其他亲戚或无的商业合作伙伴。(2) Y 太太和 Y 先生是某经销权的联合申请人。他们离婚，而根据协议或法庭庭谕，Y 太太保留对经销权的所有权利，而 Y 先生放弃或责令放弃所有上述权利。]

1.12.2 个体直销商可转让其权益（及配偶权益，如适用）至由一方或配偶双方百分百控股的法律实体。（范例：XYZ, Inc. 由 A 先生百分百控股。经销权是以 XYZ, Inc. 命名的。XYZ, Inc. 可转让其权益至 A 先生（如果 A 先生同意，也可转让至 A 太太）。

1.12.3 法律实体及由个体和/或其配偶百分百控股的直销商可转让其权益至该个体和/或其配偶。(范例: 经销权以 A 先生单独命名。如果他 是 XYZ, Inc. 的单一股东 (或他和他的妻子 A 太太是单一股东), 他可将权利转让给 XYZ, Inc.)

1.12.4 要实现转让, 直销商必须提交一份修改后的《直销商申请书》, 并如下:

1.12.4.1 如果添加配偶, 则需提交结婚证证书;

1.12.4.2 如删除配偶, 则需提交配偶双方经公证人证明签名后授权删除的证书;

1.12.4.3 如转让至法律实体, 则需提供组织所在州的商誉良好证书, 以及一份公司章程文件, 显示所有权益股东及管理层;

1.12.4.4 如从法律实体转让至个体和/或个体及配偶, 则需一份由法律实体管理人员或董事签名并由个体 (及配偶, 如适用) 签名的授权声明。

1.13 法律实体形式的更改。

法律实体的直销商能在不更改其下受益人权益的情况下, 转换至另一种法律实体的类型。前法律实体的所有受益人权益股东必须经公证证明或其它形式的验证同意下签名转换类型。另外, 新的法律实体必须提交一份新的《直销商协议》。前实体成员对与 AAA GreenCell 的任何债务或其它义务负共同连带 责任。

1.14 法律实体现有受益人权益股东的更改。

法律实体受益人权益股东的更改, 不论是添加或替换 (但并非删除或辞退) 股东、董事、管理人员、经理或会员, 均视为权移的转让。

1.15 限制。

在第 1.15 节和第 1.16 范围内的更改不包括推荐人的更改, 如下方第 3.2 节所述。

1.16 协议的更改。

因为法律和营业环境定期更改, AAA GreenCell 可能认为必须不时修改协议及其价格。修改发布后, 您可以选择接受或拒绝这些修改。若您拒绝这些修改, 您的协议将会在其任期结束后终止, 且不再续约。向所有直销商发布协议已被修改的通知后, 修改即会生效。修改通知应通过如下发布: (1) 张贴在公司的官方网站上, (2) 电子邮件 (电邮), (3) 传真询求, (4) 语音信箱广播系统, (5) 列入 AAA GreenCell 刊物, (6) 列入产品订单, 或 (7) 特殊邮件。如果您继续赞助和/或从 AAA GreenCell™ 接受 分红, 此行为将被视为您接受修改的行为。

第二部分经营您的独立经销权

2.1 专业操守。

我们是一家以价值为本的公司, 以直销商的质量和人品而自豪。以下专业操守有助于确保组织内实施一套统一的优秀标准。经营您的经销权时, 您同意履行以下的专业操守。专业操守的各行行为部分对协议而言都是至关重要的。

2.1.1 我会主动努力建立并维持零售顾客群。

2.1.2 经营我的 AAA GreenCell 相关独立经销权时, 我会尊重所遇见的每一个人。

2.1.3 任何时刻, 我都以一种合乎伦理道德的态度来待人处事、守法及确保财务状况稳定。

2.1.4 我不会参加任何有损 AAA GreenCell、任何 AAA GreenCell 企业管理人员或员工、我自身或其他直销商名誉的活动。

2.1.5 我不会诋毁或影响其他 AAA GreenCell 直销商的士气。我将确保在处理所有 AAA GreenCell 业务时, 克制采用负面语及诽谤性的陈述。

2.1.6 我将真实推荐 AAA GreenCell™ 产品, 不会就 AAA GreenCell 产品的健康益处作出任何有悖法律的断言。

2.1.7 我会向顾客提供支持及鼓励, 以确保他们与 AAA GreenCell 的体验是成功的, 并会清晰陈述所有销售条款。

2.1.8 我会为下线提供跟进服务及支持, 因为支持他们建立一个零售顾客群及下线组织是相当必要的。

2.1.9 我会准确解释奖金计划以及其中包含的潜在收入。我明白, 我不能利用自身收入来暗示他人的潜在成功, 或利用奖金收益作为营销材料。我更明白, 我只能在我提供《收入披露声明》后, 披露我的 AAA GreenCell 收入来招募潜在的直销商。

2.1.10 我将以一种合理的方式并在合理的时段内亲自或电话联系潜在申请者及顾客, 以免造成叨扰。

2.1.11 作出销售陈述时, 如对方提出请求, 我应立即停止。

2.1.12 我应当采取适当的步骤来保护顾客和下线的隐私信息。

2.1.13 我应当尊重缺乏商业经验的潜在申请者及实际的零售顾客和下线。

2.1.14 我不得滥用零售顾客和下线对自己的信任, 或利用其年龄、疾病, 对语言缺乏理解来从中牟利。

2.1.15 我将恪守所有 AAA GreenCell 政策与程序。

2.2 独立经销身份。

您是一名独立经销商。您并不是 AAA GreenCell 的代理人、员工、合作伙伴或合资伙伴。您只能自称是独立直销商, 而不得以任何其他身份作代表。您无权约束 AAA GreenCell 遵从任何义务。如果您在经营业务中被任何主 关机构或管辖区域的法庭视为代理人, 那么, 在任何由此引发的诉讼情况下, 您必须释放对我们的索偿。

2.2.1 做为独立直销商, 您有责任支付您的自雇税、所得税以及其它在法律上对独立直销商规定的税收, 如因您未支付上述税收而引起任何诉讼, 您应对我们给予赔偿。

2.2.2 您的工作时间、营业支出及商业计划书, 您不得制作任何明示或暗示的打印或口头陈述。

2.2.3 您有责任并同意在经营经销权或取得、接收、持有、售卖、分销或为产品或事业机会作广告时遵守所有法律以及此协议。

2.2.4 您亦同意对 AAA GreenCell 官方材料中未作明确说明的有关产品、服务及薪酬计划的所有口头和/或书面陈述负完全责任。您同意赔偿由您在超出协议范围的任何陈述或行为下引发的任何诉讼、破坏或其它费用, 包括 律师费。本节中的规定不受协议终止的约束。

2.3 不正当竞争。

2.3.1 协议期间竞业禁止。您可自由参与其它直销、多层或网络营销商业或营销机会 (统称为“网络营销”)。然而, 除非 AAA GreenCell 管理人员书面授权, 在本协议期间, 您不得直接或间接拉拢、招募或试图拉拢或招募其他 AAA GreenCell 直销商或任何其它网络营销企业的顾客, 您亲自推荐的人除外。如果您参与其它网络营销业务, 您同意您将完全独立经营您的 AAA GreenCell 经销权。因此, 如参与其它网络营销业务, 您同意:

2.3.1.1 不得陈列任何非 AAA GreenCell 产品及销售广告或将其放在与 AAA GreenCell 产品或销售广告相同的位置;

2.3.1.2 不得向潜在或现有的顾客或直销商提供不与 AAA GreenCell 事业机会或产品相关的 AAA GreenCell 计划、机会、产品或服务;

2.3.1.3 不得在任何 AAA GreenCell 相关的会议、讲座或集会或在 AAA GreenCell 盛会两小时内及五英里半径

内提供任何非 AAA GreenCell 机会、产品或服务。如果 AAA GreenCell 召开电话或网络会议, 任何非 AAA GreenCell 会议必须至少在 AAA GreenCell 会议召开之前或之后两小时召开, 且使用与 AAA GreenCell 会议不同的会议电话号码或互联网网址。

2.3.2 竞业禁止。在本协议期间, 您亲自推荐的直销商除外, 您不能招募任何直销商用于其它的网络销售事业。您与我们均认识到, 因为网络营销是通过许多国家的独立承包商网络开展的, 而业务通常是由互联网和电话开展的, 任何缩小本文中的竞业禁止规定地域范围的行为将导致其完全失效。因此, 您与我们同意此竞业禁止规定应适用于 AAA GreenCell 开展业务的所有市场。

2.3.3 不适用于贸易机密。不管本协议的其它条文如何规定, 您决不能利用我们的贸易机密及保密资料 (详见下文所述) 来拉拢、招募或尝试拉拢或招募 (不论直接或间接) 其他 AAA GreenCell 直销商或顾客至任何其它网络营销企业。

2.3.4 竞争性商品或服务的销售。作为直销商, 您不得向 AAA GreenCell 顾客或与我们的直销商销售或尝试销售任何竞争对手的计划、产品或服务。与本公司产品处于相同通用类的任何计划、产品、服务或网络营销机会将被视为能构成竞争 (不论其在成本、质量上的差异或其它区分因素)。

2.3.5 锁定其他直销人员为目标。您同意克制自己有系统化的锁定其他网络营销企业人员为直销商目标。如果有任何可指控您参与此类违禁活动的诉讼、仲裁或调停, 您应对本公司的所有申诉、起诉和诉讼及由有系统锁定引起或与之有关的索赔予以赔偿。

2.3.6 贬低

2.3.6.1 不得贬低、败坏、诋毁或以我们的产品与其它公司、AAA GreenCell 的竞争对手、直销商组织或系统, 或其他公司的直销商做出误导性比较, 或诱惑其他直销商成为我们营销组织的一分子, 或加入 AAA GreenCell。

2.3.6.2 不得利用金钱诱惑或以其它优惠劝品牌合作商更改其推荐线或业务构筑物体系。

2.3.7 线交换、交叉推荐及诱惑。您与我们同意, 保持直销商组织中推荐线的完整性是网络营销的根本。因此, 您同意不参与线交换、交叉推荐及诱惑。“线交换”是指 (a) 已经是一名直销商时 (b) 拥有其他经销权中的实权益

时, 和/或 (c) 自成为直销商或拥有其他经销权中的实益权益不足六 (6) 个月时申请成为一名直销商。“交叉赞助”是指其他 直销商 (包括前六个月内终止协议的直销商或前六个月内已赞助或购买产品的直销商) 加入不同赞助线。“诱惑”是指拉拢、鼓励、提供好处或以任何方式协助其他直销商进行线交换和/或交叉赞助。

2.3.7.1 您不得利用配偶或亲戚的姓名、商标、假名或伪名、法律实体、伪政府签发的身份证号码或假身份证号码巧妙躲避本政策。

2.3.7.2 因为“线交换”、“交叉赞助”和“诱惑”对我们以及所涉直销商而言是有害的, 如果您知晓或有足够的理由怀疑其他直销商已经违反这些契约, 您绝对有义务尽可能通知我们。

2.3.7.3 如果您或其他直销商违反上述契约, 我们可能采取以下任何或全部措施:

2.3.7.3.1 终止已违反的经销权;

2.3.7.3.2 终止由于线交换 (“第二经销权”) 建立的直销商关系; 并保留第二经销权加入的经权, 保持赞助或位置不变, 除非情有可原及公平所迫。不过, 我们没有任何义务要这么做, AAA GreenCell 对组织保留任何举动及最终处置的酌情处置权。

2.3.7.4 您放弃由经销权处置引起或与之相关的针对本公司的所有索赔要求。

2.3.8 不道德行为。经营您的 AAA GreenCell 经销权时, 您同意始终恪守道德及职业规范。因此, 您同意不会, 也不会鼓励或以任何方式宽恕下线的直销商参与不道德行为。不道德行为的例子包括但不限于以下情形, 某些情形已在 政策与程序中详细阐述:

2.3.8.1 作出关于产品未经批准的声明;

2.3.8.2 作出关于收入未经批准的声明;

2.3.8.3 作出任何虚假陈述或误传, 包括但不限于: 与产品质量、实用性、品级、价格、付款方式、退款权利、保修以及性能相关的失实或误导性叙述或招股书;

2.3.8.4 作出诋毁的陈述;

2.3.8.5 导致在零售店内销售产品;

2.3.8.6 未经书面批准使用其他直销商的信用卡;

2.3.8.7 未经授权使用我们的保密资料;

2.3.8.8 线交换, 交叉赞助或诱惑;

2.3.8.9 未能遵守销售及促销活动要求;

2.3.8.10 参加未获授权的开市前的活动;

2.3.8.11 违反 NFR 市场中开展业务的规则;

2.3.8.12 有损 AAA GreenCell 和/或其 直销商名誉的个人行为;

2.3.8.13 违反与经销权相关的法律;

2.3.8.14 违反专业操守;

2.3.8.15 违反协议。

2.3 活动报告。

我们希望保护您、其他直销商以及公司于不公平以及不正当的竞争。我们可以让您利用您的虚拟办公室进接并查看您的活动报告。包括 (但不限于) 所有存储在 AAA GreenCell 资料库里的直销商、组织列表; 姓名; 地址; 电子邮件地址及电话号码, 以任何形式, 包括 (但不限于) 电脑打印稿、电子或 数字媒体 (统称为“活动报告”) 均为我们的机密 及专有财产。我们花费了重多的时间、精力和财力 去搜集, 汇集、编译与保储现有的“活动报告”。现有和未形式及不时被修改的“活动报告”是 AAA GreenCell 极富商业优势的专有资产及商业机密, 因此您必须将其保密。您与我们协议, 除非您 同意遵守本保密与不泄露协议, 我们将不会向您提供“活动报告”。我们明确地保留您可透露的“活动报告”内容及其他存储在 AAA GreenCell 资料库里的直销商资料的权利, 并声明我方可自行决定是否拒绝您可透露的内容权利。

2.4.1 目的。提供“活动报告”的唯一目的是帮助您在发展 AAA GreenCell 业务时处理下线组织。您可以利用“活动报告”帮助、激励 并培训您的下线组织。

2.4.2 限制使用。“活动报告”的访问受密码保护。在绝对保密的情况下向您提供“活动报告”。未经事先书面同意, 您不得向任何第三方披露此类活动报告, 或将其用于除履行协议规定之义务及公司利益之外的任何用途。擅自使用或泄露“活动报告”构成 滥用、挪用并违反直销商协议, 可能对我们造成无法弥补的伤害。

2.4.3 无不当披露。您不得以本人或他人的名义:

2.4.3.1 直接或间接向第三方披露任何“活动报告”中包含的任何资料;

2.4.3.2 直接或间接披露访问“活动报告”的密码或其它访问代码;

2.4.3.3 使用该资料与我们竞争或本着除促销 AAA GreenCell 业务以外的其它目的;

2.4.3.4 招募或拉拢任何“活动报告”上列出的任何直销商或以任何方式试图影响或引诱任何直销商改变其与 AAA GreenCell 的业务关系。

2.4.4 归还。根据本公司要求, 在协议终止时, 您始终应向本公司归还任何活动报告的原件及所有复印件, 以及您所拥有或受您控制的从中获取的任何保密或商业机密资料 (不论纸质版还是电子版)。

2.4.5 违约。如果您违反活动报告中本小节中的任何约定, 我们可以终止您的经销权, 并要求法院颁发禁令救济, 以防对我们及任何直销商造成无法弥补的损失。我们也可根据适用法律寻求适当的补救方法, 以保护我们对活动报告的权利; 未能寻求此类补救方法不等于放弃上述权利。

2.4.6 无保修信息。我们提供的所有信息, 包含但不限于个人及团体销售量 (或其任何部分) 及下线赞助活动被视为准确可靠。然而, 由于多种因素, 包含但不限于固有的人为和机械 错误; 订单的准确性、完整性和及时性; 信用卡及电子支票付款被拒; 产品退回; 信用卡及 电子支票索回, 我们或创建或传输此信息的任何人都不会为此信息提供担保。在法律允许的 范围内, “依原样”提供所有个人及团体销售量信息, 无论如何不提供任何担保、明示或暗示或任何类型的叙述。特别但不限于此, 不包含对特别使用或非协议的适销性、适用性的任何担保。在适用法律允许的最大范围内, 对您 或其他人由于使用或访问个人及团体销售量信息而引发的任何直接性、间接性、衍生性、偶发性、特殊性、惩罚性损害 (包含但不限于亏损或分红, 机会丧失以及由于所用信息的不准确、不完整或不便利、延迟或丢失可能导致的任何损害) 我们和/或创建或传播信息的人对此概不负责, 即使我们或创建或传播信息的其他人已被告知发生此类损害的可能性。在法律允许的最大范围内, 我们或创建或传播信息的其他人不承担任何与本协议或条款及所涉相关 条件有关的任何主题事务相关的任何侵权、契约、过失或严格责任、产品责任或其它理论。

2.5 身份鉴定。

在入会时, 或本公司自主决定, 在法律允许的情况下, 您应向我们提供政府签发的身份证号码和/或复印件一份。入会时, 我们会向您提供唯一的直销商 识别码。我们将利用此编号追踪您与我方接洽的所有业务。

2.6 产品包装及责任。

在任何情况下, 均不得重新贴标或以任何方式改变或重新包装产品。只能以原始包装销售产品。

2.7 保险。

AAA GreenCell 不会根据任何政策向直销商扩展 承保范围。如果您使用个人财产 (例如: 汽车或电 脑) 或将住宅用于业务用途, 此类财产的丢失或损

坏不在承保范围之内, 我们对由直销商经营引起的 或与之相关的索赔概不负责。

2.7 报告违反政策情况。

为帮助我们为所有直销商维护一个公平竞争的环境, 并保持 AAA GreenCell 的完整性和长久性, 您 及时向合规部门报告违反政策与程序的情况及 提供所有支持性证据和相关资料。虽然透露这些指 控来源有时能让我们的合规部门更有效地执行政策 与程序, 但是合规部门会履行所有保密身份的请 求。

2.8 准确资料。

我们可能定期要求您更新帐户资料, 您同意在合理 时间内执行此操作。

2.10 放弃使用相片、音频或视频影像及/或证言背书的专有权。

我们可能在您出席 AAA GreenCell 活动时拍摄照片、录制音频或视频, 记录您书面或口头的陈述, 或可能直接向您要求这些资料。您同意并因此 授予我们绝对及不可撤销的权利和权限, 以使用或 重新使用、广播、重新广播、发布或重新发布任何此类照片、音频、视频或背书。我们可以使用完整或部分资料, 以单个或结合其它任何照片或视频或任何其它背书使用, 并可在任何目前或未来的媒体展示。使用权将不论出于任何目的, 包括 (但并不限制) 市场营销、广告、促销和/或推广; 以及我们可以享有以原始形式或用 AAA GreenCell 名义 或任何其它名称重新发布此照片和/或视频而产生的 著作权。不论您与其它任何实体缔结的任何其它协议或契约, 您同意我们可完全免版税使用本节内列明的任何资料, 而这些资料将是职务作品, 不须缴付任何其它索赔。您同意维护并赔偿我们因使用本文授予的权利而导致任何一方提出申诉。您确认据您所知, 以证词背书或以照片、视频或音频形式表达的信息是真实准确的。您放弃您可能拥有的任何权利去检查或准予以下的产品:

(a) 已完工和未完工的产品、

(b) 印刷或录制的广告文案、

(c) 可能与以上产品一同使用的照片或视频录影, 或

(d) 用于任何用途的照片或视频录影。

第三部分 推荐

3.1 推荐直销商职责。

3.1.1 披露。潜在申请者签署直销商协议之前, 您必须向他提供最新版的政策与程序、收入披露声明以及奖励计划。您可从您的虚拟办公室网站下载政策与程序、收入披露声明以及薪酬计划副本。

3.1.2 支持。您可在在线注册过程中协助申请者，然而，申请者必须在同意协议条款和条件下点击“提交申请”。

3.1.3 购买。在赞助一个申请者时，如果申请者授权，您可以购买直销商启动配套并付相关费用。有关产品购买的详情，请参阅第 6.3 节。

3.2 推荐人/位置更改。

我们极不赞成更改推荐人或位置。不过，我们将视此类更改为偶尔有益。因此，我们准许以下例外：

3.2.1 推荐人更改。要更改推荐人，您必须在注册之日起七 (7) 天内向合规部门提交一份“推荐人更改申请”。表单需要您和目前推荐人的签名。我们可能需要验证签名。

3.2.2 位置更改。作为一名推荐人，您可以在注册七 (7) 天内通过向合规部门提交“位置更改”来申请更改最近推荐人之直销商的直销商位置。最近注册的直销商的位置仅可在组织内部移动，将在做出更改之日放置于首个可用开底式位置。如果直销商已获得分红或晋级，我们不会更改位置。

3.2.3 我们保留批准或拒绝推荐人或位置更改申请的酌情处理权，不应毫无理由地给予批准。

3.3 重新申请。

如果您未违反协议，您可以自愿终止协议或在六 (6) 个月完整连续的历月内保持静止（即不购买 AAA GreenCell 产品、不销售 AAA GreenCell 产品，不赞助、不参加任何 AAA GreenCell 典礼，不参与其它任何形式的直销商活动，不经营任何其它 AAA GreenCell 业务，即可改变推荐人。六 (6) 个月静止期或终止后，您可以重新申请新的推荐人。如因违反协议而导致终止，您必须等待十八 (18) 个月才能重新申请。

第四部分推广产品和事业机会

因为 AAA GreenCell 事业机会和产品在许多方面均受到监管，因此遵守广告法对于您和我们事业的持久性是非常重要的。我们尽力遵守广告法，同时希望您也如此。本部分内容讲述您可能做出的产品和事业机会声明及限制条件。同时说明在建立您的 AAA GreenCell 事业时使用的广告类型和方法。

4.1 声明、销售和促销活动。

4.1.1 产品声明。您可以在 AAA GreenCell 官方材料”获得审批的国家的材料中对产品提出声明。您无权对未列入 AAA GreenCell 官方材料的产品提出声明。

4.1.2 推广产品和事业机会声明。

a) 事业机会的特别声明。切勿使用词汇

“事业机会”。请使用“收入机会”、“金融事务机会”或“家庭事业机会”讨论 AAA GreenCell 事业机会时，您必须指出购买工具不是必需的。不管是通过什么方式获得这些产品，切勿使用“免费”这个词来描述 AAA GreenCell 产品。

b) 购买要求。切勿加强个人购买要求。切勿要求直销商购买最低数量的产品。您可以说明直销商必须创造一定数量的个人业务量以获得薪酬计划收入的资格。

c) 收入声明。任何收入声明（本人声明或书面声明）必须包含以下内容：“请参考本文档末的 AAA GreenCell《收入披露声明》或登陆 www.aaagreencell.com.my 获取关于 AAA GreenCell 直销商收入的完整信息。”同时，避免使用类似“成百上千万”的词汇；请使用非金融类短语，例如“超乎您的想象”或者“您的极限梦想”。请使用类似“创造收入”的词汇，不要用“创造财富”这样的词汇。切勿使用词汇“被动收入”。

d) 奖励计划。

1. 在描述如何获取奖励时切勿使用词语“购买的”。请使用“创造的”。请使用类似“通过帮助您亲自推荐的直销商建立他们的事业，事半功倍地打造您的团队，您将获得奖金”的文字。

2. 避免使用词语“投资”。可以说投入时间或努力，但是不能说投资金钱。所以，在描述直销商套件时请使用“成本”或“花费”。

3. 收入披露声明。

a. 收入披露声明的目的 AAA GreenCell 的公司道德原则要求我们不仅要合法的事情还要开展绝对完美的实践。

4.2 关于事业机会的限制。

除非“AAA GreenCell 官方材料”，您不可利用任何其它奖励计划或安置计划，或结合其它计划提供 AAA GreenCell 事业机会。而且，您不可要求或鼓励其它现有或未来直销商以不同于“AAA GreenCell 官方材料”所规定计划的任何方式参与 AAA GreenCell 业务。无论级别如何，您不可要求或鼓励其它现有或未来的直销商执行任何非 AAA GreenCell 提供的协议、合约或会员资格使其成为 AAA GreenCell 直销商。同样，除“AAA GreenCell 官方材料”推荐或要求的采购或支付之外，您不可要求或鼓励其它现有或未来的直销商为参与 AAA GreenCell 奖励计划而与任何个人或其它实体进行采购或支付。

4.2 关于题材的限制。

未得我们的书面同意，您不可录制任何有关 AAA GreenCell 事件和演讲的记录以作销售或经销。您也不可擅自复制 AAA GreenCell 所制造的音频或视频制品以作销售或个人使用目的。

4.2.1 受版权保护的材料。我们所有的文献、录音带、录像带、互联网网站材料以及程序均受版权保护，事先未得我们书面同意不得复制。

4.2.2 专有名称。在收到我们的书面同意之前，您无权使用我们的员工姓名或我们的商标、名称、标识、商业外观、商品名或我们使用的任何特色短语，用来推广您的事业。如果我们更改或放弃我们的任何商标或商品名，您也应同意更改或放弃该商标或商品名。为保护我们的专权利，您无权通过申请专利获得我们的名称、商标、标识、商品名及我们产品所属的这些元素包含或关联的商标、互联网域名、版权、权利或利益。

4.2.3 博客、聊天室、社交网络、在线拍卖及其它在线论坛。在此处以其它方式指出的内容除外，您同意不使用任何其它网站，包括但不限于在线博客、聊天室、社交网络、在线拍卖网站、视频网站或任何其它在线论坛，进行营销、销售、广告推广或讨论 AAA GreenCell 的产品或服务或 AAA GreenCell 事业机会。您同意此条属于协议的内容，如果您通过在线拍卖用广告促销我们的产品，违反协议，您同意我们有权无需通告即可终止协议。

4.4 其它销售媒体。

除非我们审批同意，不得使用商品目录或其它大众销售媒体，例如杂志、名人导购节目、电视、电台或其它相关销售媒体，销售或推广 AAA GreenCell 产品。

4.5 零售店。

您无权通过零售店销售或推广公司产品。零售店是主要经营业务为向大众销售产品的固定场所。

4.6 一般业务广告。

如果您要在报纸或其它广告媒体上刊登广告，请遵循以下原则：

4.6.1 广告不可暗示提供工作、职位、薪酬或任何类型的雇佣。

4.6.2 广告不可宣传、明示或暗示带薪酬的职位、管理职位、时薪、全职或兼职雇佣或有保证的收入。AAA GreenCell 事业机会不是雇佣机会，不可做此类介绍。不允许出现术语“经理受训人”、“提供管理职位”、“提供旅游机会”、“需要面试”、“提供职位”、“现正招纳贤才”以及其它误导性质的陈述。

4.6.3 不许诺或暗示具体的收入，引用补偿时必须使用“奖金”来确立直销商的独立合约人地位。

4.6.4 广告不可包含对 AAA GreenCell 或我们产品的关联（例如，没有提及产品，不使用 AAA GreenCell 标识或瓶子设计，没有健康声明）。

4.6.5 广告中不可使用 AAA GreenCell 的商标或商品名。

4.7 电子邮件和传真通讯。

AAA GreenCell 不允许直销商发送未经请求的电子邮件，除非此类邮件严格遵照适用法律。

4.7.1 条件。由您发送的任何推 AAA GreenCell™、AAA GreenCell 事业机会或产品的电子邮件必须符合以下条件：

4.7.1.1 必须具备邮件发送人的功能性回复电子邮件地址。

4.7.1.2 电子邮件内必须包含通知，内容为告知收信人有权通过功能性回复电子邮件地址回复邮件从而请求不再给他或她发送将来的电子邮件邀请或通信（“退出”通知）。

4.7.1.3 电子邮件必须包含您具体的通讯地址。

4.7.1.4 电子邮件必须清晰、明确说明内容为广告或邀请。

4.7.1.5 严禁使用欺骗性标题和/或虚假标题。

4.7.1.6 对于通过电子邮件或普通邮件收到的所有退出请求，必须在两 (2) 个工作日内执行。

4.7.2 同意接收电子邮件。我们可以代表直销商定期发送商业电子邮件。通过签订协议，您同意我们有权发送此类电子邮件，并如上所述将直销商的真实地址和电子邮件地址包含在此类电子邮件中。您必须处理因 AAA GreenCell 所发送的邮件而收到的退出请求。

4.7.3 没有未经请求的传真和电话广告。除本部分提供的内容之外，您无权使用或发送未经请求的传真或使用和您的 AAA GreenCell 事业运营相关的自动电话拨号系统。

4.8 电话使用。

您无权在接听电话时自称“AAA GreenCell”、“AAA GreenCell 有限公司”或其它措辞误导对方相信他或她已接通 AAA GreenCell 公司办公室。您只能表示您是 AAA GreenCell 的直销商。

4.9 通信。

直销商只能表示他或她是 AAA GreenCell 直销商。与直销商的 AAA GreenCell 事业相关的所有通信和认可的名片应包含直销商的姓名，并在后面注明“独立直销商”。

4.10 媒体和媒体调查。

严禁发起任何同媒体的互动活动或尝试回应关于 AAA GreenCell, AAA GreenCell 产品或服务或您的独立 AAA GreenCell 事业的媒体调查。任何类型的调查必须立即联系 AAA GreenCell 的营销部门，邮件地址 inquiry@aaagreencell.com.my, 电话 603-9055 9331。另外您无权在互联网上起草、发行或发布或以其它方式口头或书面上向媒体公布或分发和 AAA GreenCell 相关的印刷品或声明。此政策专为确保向公众提供准确、一致的信息并维护既定的公众形象。

4.11 国际营销。

我们拥有全球经销 AAA GreenCell 产品和推广 AAA GreenCell 事业机会的权利。我们可以不时选择开放某个国家的市场并授有限权利给您参与赞助。您不可在我们开放的国家之外赞助。同样，您不可在入会时原籍国之外的国家经销产品。另外，出于对重大业务、法律及税收方面的考虑，您不可将 AAA GreenCell 产品转销给入会时原籍国之外的客户和直销商。另外，为保障我们的权利，您不可获取或尝试获取对我们产品或业务的批准，注册或保留 AAA GreenCell 名称、商标、商品名或因特网域名；或代表公司建立任何类型的业务或签署政府合同。如果您违反这些条款导致任何索赔、传唤、诉讼、审判、罚款或处罚，您必需赔偿我们损失。

4.11.1 业务模式。在我们选择展开业务的国家我们使用两种模式中的一种进行运营：

4.11.1.1 落地 (OTG)。这是一种完全运营业务模式。产品标识正确，可在国内合法转卖。使用本地货币购买产品并使用本地货币支付奖金。可向该国直销商提供特定的营销材料。

4.11.1.2 不得转售 (NFR)。这是一种有限活动模式。不得转售市场的居民可以购买公司产品，仅用于个人消费目的。他们无权将公司产品销售、经销或赠送给家庭以外的人。如果法律适用，他们可以从我们总部或指定办公地点购买公司产品并以人民币分发奖金。

4.11.2 资格。要推荐在原籍国之外的潜在直销商入会，您的经销权必须声誉良好；您必须请求、阅读并遵守我们为开放国家提供的政策、程序和此类其它指南；我们可以要求您为您打算展开经营的每个现场和不得转售国家支付国际经营费用。

4.11.3 在开放国家经营。按照本部分内容行事务可以保护我们、您以及我们在选定国家展开业务的能力。如果违反这些政策，会导致政府监管处罚，其中包括巨额罚款、没收财产、停业乃至监禁。为此：

4.11.3.1 没有我们事先书面同意，您不得盲目地寻找客户。许多国家制订了严格的隐私法禁止盲目招揽顾客。还有许多本地法规禁止投放广告寻找潜在的客户。

4.11.3.2 事先没有得到我们指定职员的书面对您，您不能进行广告宣传寻找潜在客户。

4.11.3.3 如果公司产品在某个市场上没有获得官方审判，严禁将其进口至该市场。在特定的国家和地区，产品需要贴上合适的标签，有时还需要进行明确的描述。

4.11.3.4 如果产品没有得到目的国家的审批，您不能在该国经销我们的销售工具或任何黑钻销售工具。适合某个国家的推广描述对于另一个国家来说也许并不合适或合法。

4.11.3.5 您在不属于入会时原籍国的开放国家内无权销售公司产品。如果是现场模式，该权利属于居住在该开放国家并已入会的直销商所有。为避免不利的税收后果和赔偿，您应该将公司产品销售交付给居住在该开放国家的下线。

4.11.3.6 您无权将未授权的 AAA GreenCell 产品发送至另一国家。在某开放国家销售的产品必需从该国的 AAA GreenCell 办公室或仓库直接获取。

4.11.3.7 事先没有我们的书面批准，您无权寻求或参与任何形式的媒体报导。

4.11.3.8 您无权在所属国家故意错误报导公司产品或 AAA GreenCell 事业机会。

4.11.3.9 您无权对未来所潜在的收入作出声明或担保。您无权以不正当的方式发表我们产品的健康声明。

4.11.3.10 您必需遵守入会时所在国家以及开展业务目的国家的政策和程序。

4.11.4 在宣布以现场模式运营的国家内的开市前活动。您无权在未开放的国家内从事业务活动，直至我们对所有合格的直销商发布通告。该通告将指定未开放市场允许的有限业务活动，包括开市前活动的开始日期和开市前活动的范围。如果不遵守本部分条款或通告内规定的限制条件，会导致协议终止。

4.11.5 在“不得转售”的国家内经营。在不得转售国家内，我们允许人们进口公司产品，但

是仅限于个人消费目的。相应地，当这些政策和程序不适用于居住在不得转售市场的经营人时，您同意在不得转售市场不销售、要约销售、经销、进口或赠送公司产品，同时您不能鼓励、帮助或教唆他人采取同等行为。会议必须根据每个不得转售市场的具体原则仅限于说明 AAA GreenCell 事业机会和经营事宜。

4.11.6 收入。在您的原籍国可能有具体的扣缴要求；如果有要求，我们将从您的收入中扣除，并将扣缴款交给相关政府机构。

4.11.7 豁免条款。对于没有明确包含在我们“AAA GreenCell 官方材料”中的关于我们公司产品、服务和奖励计划发布的所有口头和书面声明，您要全权负责。

4.11.7.1 您同意使 AAA GreenCell 和 AAA GreenCell 董事、高级职员、员工和代理免于承担因您未经授权或投诉导致的由 AAA GreenCell 分担的任何责任或损失，包括审判、民事处罚、退款、律师费、诉讼费用或业务流失。即便协议终止，该条款仍保持有效。

4.11.7.2 如果第三方顾客声称因为使用 AAA GreenCell 产品或因 AAA GreenCell 产品的缺陷受到伤害而提出索赔，对此我们将按照本条款规定的限制条件为您辩护。当您接到关于第三方客户伤害的索赔通知后 5 (五) 天内，您必须以书面形式尽快通知我们；如果您未能及时通知我们，AAA GreenCell 对此单案赔偿所承担的义务将会减轻。您必须允许公司取得关于索赔辩护及使用和选择辩护律师的自主决定权，并以此作为我们为您尽到辩护义务的条件。

第五部分 零售和订购

5.1 销售给最终客户。AAA GreenCell 事业机会建立在将公司产品销售给最终客户的基础之上。您作为直销商的主要事业机会在于发展并维护客户群。同时我们允许您购买公司产品，用作销售工具以及供您的家庭消费。您同意在合理的期限内确保所购买的公司产品不超出您能转销给客户的数量。

5.2 参与奖励计划。您必须达到以下销售要求以获取参与奖金计划的资格。

5.2.1 您的订单必须遵循 70% 的原则，见第 6.1 节。

5.2.2 您的经销权必须符合我们的规章。

5.2.3 客户满意度保证。作为 AAA GreenCell

产品的直销商，对于所有的公司产品销售，您应该向每个客户提供三十天内全额退款的保证。您必须遵守客户满意度保证条款和零售客户收据上的撤销及退款政策。

5.2.4 AAA GreenCell 致力维持为所有直销商所塑造的竞争性环境。因此，您被严禁以少过所定下的 zhi 直销商批发价出售 AAA GreenCell 产品。违反此例者将导致即刻终止您的会员籍。

第六部分 订购

6.1 70% 的规则。

在向 AAA GreenCell 再次订货之前，您必须以个人身份销售、消费或在建立业务时使用了订单里至少 70% 的产品。如果 AAA GreenCell 或任何其它监管机构要求，您同意证明您有遵守这些产品使用的规则。只有在 AAA GreenCell 产品销售给最终用户时直销商才会获得分红。

6.2 禁止购买级别。

禁止为了获得奖金或提高级别而购买公司产品。如果我们根据事实得出结论认为那些购买行为仅仅是为了获得更高级别和其它资格而不是为了转卖或业务发展的目的，我们将保留限制您的购买量的权利。如果违反此政策获得晋级，我们有权将其取消。

6.3 受限的订购。

除非事先得到直销商的书面许可，您不能通过没有受益权的经销途径订购公司产品；该书面许可必须由我们存档。如果您违反本部分条款，我们可以限制或扣减支付给您和所有已得到此类奖金的直销商的销售量和奖金。在发生相关销售的当月扣除订购量和奖金，并在以后的佣金周期内继续扣除直至您和所有从此类销售中获得薪酬的直销商偿还所有的销售量和奖金为止。

6.4 放弃产品。

只有支付订购款并确立交货方式后订购交易才算完成。如果自订购之日起 90 天内没有满足这些条件，我们有权决定订购的结果并且概不承担进一步的义务或责任。

6.5 提取中心订单。

如果没有核实图片 ID，我们不允许任何个人或直销商提取另一个直销商的预订零售单。

6.6 第三方使用信用卡和检查账户登陆的限制。

除非在交易之前我们有存盘的 AAA GreenCell 正式授权书，您无权使用本人之外的信用卡或支付方式促成 AAA GreenCell 采购。

第七部分 奖金

7.1 奖金资格。

作为直销商，如果您信誉良好，遵守协议条款，您就有权按照现有奖励计划获得我们的奖金。

7.2 没有收入保证。

我们不向您保证具体的收入或利润或成功。您的利润和成功只能来自成功的零售、使用和消费本公司产品以及您的下线直销商对公司产品的零售、使用和消费。

7.3 付款。

我们将在佣金周期关闭后两个星期内向您支付奖金。对于企业往来账户，我们将向账户上的企业付款；否则，我们支付给主账户持有人。在不损害我们终止协议的权利的情况下，如果您违反协议条款，我们有权停止或撤销付款。如果您欠我们钱，您还可以将您的账户作为借记方。

7.4 禁止购买奖金。

严禁购买奖金。购买奖金包括：

- (1) 个人或实体在不知道和/或没有执行由此人或实体提出的直销商申请的情况下入会；
- (2) 个人或实体以直销商或客户假入会；
- (3) 不存在的个人或实体以直销商或客户身分入会或尝试入会（“幽灵”）；
- (4) 除授权行为外，代表其他直销商或客户购买产品，或经由其他直销商或客户的 ID 号码获取奖金资格；
- (5) 购买超出一个月合理使用或转售数量的货物或服务；和/或
- (6) 使用其它途径或欺骗手段实现晋级、奖励、奖品或奖金，这些实际上并非由最终用户、消费者购买公司产品带来的利益。

7.5 奖金调整。

当产品被退还给我们并要求退款时，这些被退还公司产品的奖金将在退款时的佣金周期内扣除，并且在此后的发放工资周期内继续执行直至从因为销售被退还公司产品而获得奖金的直销商处扣回奖金为止。

7.6 错误或疑问。

如果您对分红或收费存有疑问或认为出现错误，您必须在声称发现错误或问题的 60 天之内以书面形式通知我们。如果 60 天内不将错误、遗漏或问题报告给 AAA GreenCell，我们一概不负责。

7.8 手续费和其它费用。

对于电脑处理和其它客户服务产生的合理手续费，我们将从您的薪酬计划收入中扣除或直接收取。如

果您要求特殊服务，我们按小时收费（最少一个小时）或按固定费率收费。在开始服务前，我们会为您报价。

第八部分 违反合约和处理方法

8.1 违反合约。

如果出现违反协议或未能执行协议明语要求的情况，另一方应向违约方发送书面违约通知。如果从收到书面违约通知起的合理期限内该违约没有得到补救，该违约行为被视为重大违约及放弃协议。如果不补救协议放弃行为，除法律认可的其它救济方法外，未放弃协议的一方有权终止协议，并向另一方递送终止通知。除在终止协议中以其它方式作出规定，一旦收到此类终止通知，该协议立即终止。

8.2 互联网拍卖。

协议方同意某种违约行为为性质恶劣，或违约的潜在损失无法补救，以至通知和补救于事无补。为此，若在互联网网站上拍卖公司产品，协议方同意放弃采取通知和补救的措施。

8.3 重大违约。

本协议的以下约定条款被视为重要条款：

8.3.1 第 2.1 节 — 专业操守。

8.3.2 第 2.3.8 节 — 不道德行为。

8.4 违约的处理方法。

我们的违约救济措施包括但不限于追回根据本协议支付的任何和全部钱款，及终止经销权。您的救济措施包括强制履行和损害赔偿。在此没有因素阻碍您或我们寻求其它可用的救济措施。

8.5 不满和投诉。

当您对其他直销商的经销权实践或行为心怀不满时，您应尝试和该直销商解决问题。如果问题涉及该直销商违反协议或协议的解读，您必须以书面形式通过电子邮件或认可的邮件向 AAA GreenCell 法规部门报告，该部门将会审核事实并努力解决问题。

8.6 调解。

如果协议一方质疑某事，在提请仲裁之前，您和我方同意以诚心会面并通过无约束力的调解努力解决和协议相关的任何纠纷。指定协议方均能接受的个人为调解人。调解人的费用和成本以及召开和组织调解的成本费用由协议方均摊。至少在调解前十 (10) 天，各方应支付其预期的分摊费用及成本。各方应支付各自的律师费用，和组织、参加调解相关的成本和个人费用。

8.7 仲裁。

如果调解失败，和协议相关的纠纷、索赔或违约，应通过仲裁解决。

8.7.1 强制仲裁。AAA GreenCell 和直销商之间的纠纷或索赔，包括和本合约或违约相关的纠纷或索赔，或和直销商之间业务相关的纠纷或索赔。对应诉方必须以书面请求提起仲裁。直销商同意如有邮件被送达于直销商在 AAA GreenCell 备案里维持的地址，直销商将放弃追讨根据美国或任何其它国家法律的送达问题的所有权利和辩护。

8.7.2 仲裁人。收到仲裁的书面请求后的 30 天内仲裁各方共同选定一个公正、独立的仲裁人。如果在此期限内仲裁各方对指定一位仲裁人未能达成一致，由法院指派一名仲裁人。

8.7.3 过程和权力。仲裁和所有相关事项均属私人事项，不受公共出入权的限制。仲裁人应签署合理的保护性法令，保护审理事项和查证过程中所交换信息的机密性。仲裁人应具备权威，权力和管辖权来给予普通法以及平衡法的救济，包括暂时性、初步和永久性的强制救济，在此提及的各方应向仲裁人的管辖权提请所有此类救济。仲裁人同时具有专权决定任何具体的问题是否由本协议仲裁解决。

8.7.4 裁决。仲裁裁决应符合合理性，以书面形式出具，对本协议各方具备最终的约束力；除以下上诉条款规定之外，不得上诉。对仲裁裁决的评判应由具备管辖权的法院执行，或者，根据情况向此类法院申请对裁决或裁决执行命令做司法认定。本协议各方同意无条件承认本协议相关仲裁裁决的约束力和强制性并且按照适用法律执行裁决。

8.8 其它救济措施。这些政策和程序没有阻止我们向享有司法权的法院申请和获取扣押令、临时禁止处分命令、预备性禁令、长期禁制令或其它可用的救济措施在将仲裁或其它诉讼归档之前、过程中或之后或者在对仲裁或其它诉讼未作裁决时保护我们的利益。

第九部分 定义

9.1 奖金。

按照薪酬计划的规定，奖金就是您赚到的钱款，它是由您个人零售或购买的公司产品量和您下线的团队业务量决定。

9.2 奖励计划。

奖金计划就是您赚取分红的方法，由于您下线的零售和销售量而获得补偿的方法。AAA GreenCell 文献里面具体阐述薪酬计划。

9.3 直销商。

我们已经接受其直销商申请的独立承包商。

9.4 直销商启动配套。

每位直销商新手以成本价购买的一系列 AAA GreenCell 培训材料和业务支持文献（法律禁止的除外）。

9.5 经销权。

根据协议规定的权利集合；您获得的权力包括购买、销售、经销和推广公司产品和 AAA GreenCell 事业机会。

9.6 AAA GreenCell 官方材料。

由 AAA GreenCell 开发、印刷、出版并分发给直销商的文献、录音或录像磁带以及其它材料。

9.7 开放国家。

我们正式开放现场或不得转售模式经营的国家。

9.8 Product Volume(PV)。

销售给您职位树形图中下线的公司产品点值。

9.9 产品。

我们销售的可以指定业务量的任何商品。

9.10 可转售。

如果满足以下元素，该产品即为“可转售”产品：

- (1) 没有打开和使用；
- (2) 没有改变或损坏原包装和标签；
- (3) 全价销售产品为合理的商业行为；
- (4) 产品包含现有的 AAA GreenCell 标签。销售时清晰地标示为“不退回”、“不再生产”或季节性产品的商品不可转售。

9.11 销售工具。

用来推广 AAA GreenCell 产品和/或事业机会的音频或视频设备。它可以打印；是电子设备；用在衣服、贴纸上或以其它形式使用的标识。

9.12 推荐人。

向 AAA GreenCell 介绍申请人的直销商，推荐人。

附录 A—马来西亚 退货政策和注

销通知

A.1 协议终止时退还产品。如果您自愿中止协议，您要退还库存的当前可出售产品换取退款。您只能退回从我们这里亲自购买的用于转售的公司产品（从第三方购买的情况不适用退款）。“当前可出售”是指公司产品从购买之日起十 (10) 天内退回，并且仍处于可转售状态；然而，如果公司产品在商业上合理的可用期或货架期已过此时产品被退回要求我们重购，我们认为这样的产品在当前不可出售；如果我们已经在您购买公司产品之前清楚地告诉您

该产品为季节性的非持续产品或特殊促销产品并且我们不负责重新购回，我们认为这样的产品在当前不可出售。当我们收到当前可出售产品，我们将会偿还您当初购买价格净成本的 90%，或根据法律规定执行。不偿还您购买产品时的运输费和手续费。

A.2 协议终止时退还直销商启动配套。如果您自愿中止协议，满足以下条件方可退还品牌经销商启动配套换取退款：(a) 您本人从我们或另一个品牌经销商购买的启动配套；(b) 自购买之日起十（10）天内退还内退还；(c) 启动配套处于可出售状态。当我们收到启动配套，我们将会偿还您当初购买价格净成本的 90%，或根据法律规定执行。您购买启动配套时的运输费和手续费将不会被偿还。

A.3 对于不必要的销售工具不予退款。除直销商套装规定的必要销售工具之外的不必要的销售工具，我们不予退款。

A.4 议非终止情况下的产品退还。您对我们的产品不完全满意，当您和我们都没有终止协议并且产品是十（10）天内购买的并处于可转售状态时，您可以退还当前可出售产品。退款为购买价格的 90%。不偿还您购买产品时的运输费和手续费。

A.5 受拒产品。如果您订购公司产品然后拒绝交货，您的订单必须缴纳回置费以及办理退货的其它手续，并且我们可以向您收取退货运费。

A.6 退款手续。为了接收退款，您必需符合以下条件：

- a. 电话联系直销商服务部门获取退货授权
- b. 您必须使用合适的运输纸箱和包装材料包装退换的产品。以运费预付形式将所有退货运至 AAA GreenCell。AAA GreenCell 不接受 倒付。由您承担退还产品运输过程中的灭失风险。如果 AAA GreenCell 经销中心没接收到 退换产品，将由您负责寻回运输的货物。