



Enagic Singapore Pte Ltd

Policies and Procedures

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This document supersedes all previous editions

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NOTE:

Please read this Policies and Procedures carefully before executing the Distributor Agreement to act as distributor of Enagic Singapore Pte Ltd

**Policies & Procedures
for Enagic Singapore Distributors**

1. The Company, Policies & Procedures

- 1.1 Enagic Singapore Pte. Ltd. hereinafter the "Company," is a direct selling company marketing health products and other consumer products and services to the consumer through independent distributors.
- 1.2 The Company Policies and Procedures herein are applicable to all independent distributors of the Company. Further, the published Enagic Distributor Policies & Procedures, as amended and published from time to time.

2. Distributor Qualifications

- 2.1 A distributor is one who has completed a Company application and agreement and has been accepted by the Company as a distributor. The Company reserves the right to accept or reject anyone as a distributor.
- 2.2 The Company reserves the right and at its sole and entire discretion to accept or refuse all distributorship applications.
- 2.3 All distributors must have attained the legal age of 18 in Singapore. Unless waived in writing by the Company upon application, the Company will consider each married couple as a single distributor. Husbands and wives may sponsor each other directly, but may not be sponsored in different lines. If the Company finds that the second spouse was sponsored in a different line by any reasons after the initial spouse was sponsored, the Company reserves the right to change the status of a spouse from a distributor into a user, or transfer the distributorship of a spouse into his or her upline distributor. If a spouse is already a distributor, the nonparticipating spouse may elect to become a distributor, but must join the same distributorship as his or her spouse, or be directly sponsored by his or her spouse. The Company reserves the right to reject any applications for new distributorships. Should a husband/wife distributor divorce, they should notify the Company as to how the distributorship is to be managed thereafter. Otherwise, the Company will recognize the final judicial or adjudicatory disposition of the distributorship.
- 2.4 When an existing distributor is willing to open the second or third distributorship, this account has to be opened under his/her existing account or under his/her sponsor's account. Distributors are independent marketing representatives of the Company and are not to be considered purchasers of a franchise or a distributorship. The agreement between the Company and its distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the distributors. Each distributor shall indemnify the Company from any claims, damages or liabilities arising out of distributor's business practices. Company distributors have no authority to bind the Company to any obligation. Each distributor is encouraged to set up his/her own hours and to determine his/her own method of sale, so long as he/she complies with the policies and procedures of the Company, as set out in the company policies and duly agreed by the distributor in the agreement.
- 2.5 Independent distributors are fully responsible for properly paying all applicable taxes and fees as per the laws of the Singapore.
- 2.6 The company's program is built upon retail sales to the ultimate consumer. The company also recognizes that distributors may wish to purchase product or service in reasonable amounts for their own personal or family use.
- 2.7 The Distributor agrees to comply with all the terms contained herein; as well as the Enagic Policies and Procedures and the Marketing Plan (collectively the "**Company Policies**") which are contained in the official Enagic literature and manuals.
- 2.8 The Distributor agrees that the Company Policies and the Product Manuals are incorporated by references into this Agreement, and that they also may be amended by Enagic from time to time at its sole discretion. Any such amendments will be published in the Enagic literature and made available to the Distributor, and such amendments will become effective upon publication.
- 2.9 Upon signing at the application form, the Distributor has an option to purchase an item from the LeveLuk series of Enagic Products to serve as a demonstration item.
- 2.10 This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, franchisee or joint venture between the Distributor and any other distributor, sponsor, enroller or Enagic. The Distributor acknowledges and undertakes not to make any warranty or representation or incur any obligation on behalf of Enagic unless otherwise authorised or stated in the Enagic literature.
- 2.11 The Distributor declares that Enagic has advised and the Distributor fully understands:
- (a) The Distributor's responsibility and bearing of being a Distributor of Enagic;
- (b) The content and information of the benefits to be received by the Distributor from his promotion and sale of Enagic products;

- (c) The content of benefits that the Distributor can receive from the performance of the third party participant(s) in relation to the Agreement;
 - (d) The categories, prices, characteristics, quality and purpose of use of such product; terms and conditions and scope of product warranty; and
 - (e) That there are conditions which the Distributor undertakes to comply with upon termination of this Agreement.
- 2.12 The Distributor understands that all relevant personal information that is provided by the Distributor to Enagic will be treated as confidential under the relevant Company Policies. The Distributor further agrees and understands that he has to provide Enagic with his latest personal information from time to time upon his appointment as Distributor and to remain contactable by Enagic. The Distributor agrees and authorises Enagic to lawfully procure and use his relevant personal information for the following non-exhaustive purposes:
- (a) Processing of the distributorship application: and
 - (b) Supporting distributorship business by way of formulating and executing business policy and strategies.
- 2.13 Further, the Distributor agrees that he authorises Enagic to lawfully distribute and disclose his personal information to all members of Enagic including but not limited to, Enagic employees, Directors, Executives and responsible officers as well as other Enagic distributors for the purpose of the distributorship business. The Distributor also further authorises Enagic to distribute and disclose all relevant personal information to departments, regulatory authorities and all relevant organisations, entities and affiliates of the Singapore Government as and when the need arises. The Distributor also understands that subject to Enagic's sole and absolute approval, he may inspect, verify or correct any and all relevant personal information that the Distributor has supplied to Enagic.
- 2.14 The Distributor consents to his allocation into Enagic's Marketing Plan at Enagic's sole and entire discretion.

3 Transaction Submission Integrity

- 3.1 It is essential to the success of the Company, its distributors and customers that all relevant transactions relating to and arising out of the agreement between the distributor and the company is submitted to the company in order to maintain the integrity of communications between the Company and the distributor.
- 3.2 It is to be expected that all transactions submissions to the Company, including, but not limited to, distributor applications, distributor communication, distributor financial transactions and consumer transactions, be submitted by the individual or entity involved in the transaction. Third party submission of any and all transactions submissions is prohibited.
- 3.3 A distributor should not communicate any transactions submissions on behalf of another distributor, distributor applicant or customer. A distributor may not use his or her credit card or bank account on behalf of another individual or distributor, except as allowed for as an alternate payer. This rule is applicable to any and all forms of transactions submissions, including, but not limited to, online, telephone, fax, email, etc.

4 Business Conduct

- 4.1 In the conduct of business, the distributor shall safeguard and promote the reputation of the products and services of the Company and shall refrain from all conduct which might be harmful to such reputation of the Company or to the marketing of such products and services or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. A distributor shall not interfere with, harass or undermine other distributors and, at all times, shall respect the privacy of other distributors. A distributor must not disparage the Company, other Company distributors, Company products and/or services, the marketing and commission plans, or Company employees. Violation of the above is grounds for termination.
- 4.2 "Stealing" sales from others, even those within your group are strictly forbidden and can result in the freezing of future commissions of the individual conducting the unethical practice. All disputes must be discussed and handled through your 6A title's leader. If the issue in question involves your 6A title's leader, the person at a higher level must be contacted. 6A level and above distributors should call the company in the event that they are unable to resolve the dispute.

5 Providing Sponsor Support

- 5.1 Any distributor, who sponsors other distributors, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale and/or delivery of product to the ultimate consumer and in the training of those sponsored. Distributors must have ongoing contact, communication and management supervision with their sales organization. Examples of such supervision may include, but are not limited to: written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to company training, etc.
- 5.2 Distributors should provide to the Company annually proof of ongoing fulfillment of their sponsor responsibilities.

6 Responsibility for Paying Taxes

6.1 All distributors are personally responsible for paying local taxes. Income taxes due on earnings from commissions or any other earnings generated as a seller of Company products and services.

7 Advertising Correct Information

7.1 Company distributors shall not make any false or fraudulent representations about the Company, the products, the Company commission plan, or income potentials. Company distributors are not allowed to advise and reveal sensitive information regarding Company products and services and marketing plans except as specifically approved by the Company.

7.2 Enagic distributors do not buy Enagic water treatment systems for resale. An Enagic distributor acts as an order taker to retail customers, or, orders an Enagic water treatment system for personal use in the capacity as a customer who is also a distributor. All Enagic water treatment systems are sold at Enagic specified prices. A distributor may not advertise for sale or sale an Enagic water treatment system that deviates from Enagic pricing. An Enagic distributor may not advertise, offer or provide a customer with a rebate or other consideration to facilitate a lower customer price for an Enagic water treatment system.

8 Trademarks, Trade Names & Advertising

8.1 The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, they are of great value to the Company and are supplied to distributors for distributor use only in an expressly authorized manner. Distributors agree not to advertise Company products or services in any way other than the advertising or promotional materials made available to distributors by the Company. Distributors agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or services or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.

8.2 The distributor, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the products, services and/or marketing programs which are not expressly contained in writing in the current distributor agreement, advertising or promotional materials supplied directly by the Company. Distributor agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, lost business or claims incurred by the Company as a result of distributor's unauthorized representations.

8.3 The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission. Distributors may not use the Company logo in marketing or sales materials, except on approved business cards. The trademarked term Kangen Water™ should be appropriately annotated. In addition to general prohibitions on use of the Company trademarks or logos, the Company specifically prohibits the use of Company trademarks or logos in conjunction with the sale of any other non-Company products.

8.4 All Company materials, whether printed, on film, produced by sound recording, or on the internet, are copyrighted and may not be reproduced in whole or in part by distributors or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, a distributor should not anticipate that approval will be granted.

8.5 A Company distributor may not produce, use or distribute any information relative to the contents, characteristics or properties of Company product or service which has not been provided directly by the Company. This prohibition includes but is not limited to print, audio or video media.

8.6 A Company distributor may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its distributors. Nor may a distributor purchase, sell or distribute non-company materials which imply or suggest that said materials originate from the Company.

8.7 Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to the Company and approved in writing by the Company prior to publication. All advertising, direct mailing, and display must be approved in writing before being disseminated, published or displayed. Advertising on radio, TV, newspaper, magazine, and website except distributor's own EWS website is strictly prohibited.

8.8 No claims as to the therapeutic or curative properties about the products may be made. In particular, no distributor may make any claim that the Company products are intended to diagnose, treat, cure or prevent any disease. Such statements can be perceived as medical claims. Not only is this against the Company policy, but it is also against the Laws of Singapore. Pursuant to the policy of prohibition of medical, curative or treatment claims, Enagic enumerates specific implementation of these policies which shall include, but not be limited to:

- (a) Distributors are prohibited from making medical, curative or treatment claims, whether expressed or implied;

(b) Distributors are prohibited from using in all of their marketing materials and promotion any descriptions that are regarded as health or medical claims stating that; Kangen Water™ may alleviate, cure, diagnose, prevent, relieve, or treat any medical condition, disease, ailment or malady;

(c) Any violation of these guidelines will constitute grounds for discipline, commission suspension and/or termination of distributor status.

8.9 Sales of Marketing Materials and Trademark License Agreement – All distributors who plan to sell any additional products, including health and beauty related products, other than electrolysis water generator devices must receive prior approval from the Compliance Department at Enagic. Each approved item must be specified on the contract called Enagic License Agreement. Distributors who violate this article are subject to suspension and/or termination without warning.

9 Internet and Website Policy

9.1 Distributors are prohibited from creating any independently-designed website relating to the Company business, or using any non-EWS current websites. All distributors must receive prior authorization from the Company by submitting all promotional products such as DVDs, CDs, Brochures, flyers etc, prior to their use. Violation of this clause will subject the distributor to commission suspension and/or termination of the Agreement.

9.2 Distributors are allowed to advertise on the internet through an approved Company Web System (www.enagicwebsystem.com) site (the "system"). All distributors who are newly subscribed to the system will be offered a free 21-days trial. The system allows distributors to choose from among Company's homepage designs that can be personalized with the distributor's message and the distributor's contact information. These websites link directly to the Company website giving the distributor a professional and Company-approved presence on the internet. Only these approved websites may be used by distributors. No distributor may independently design a website that uses the names, logos, product or service descriptions of the Company, nor may a distributor use "blind" ads on the internet making product or income claims which ultimately associated with Company products, services or the Company's compensation plan. Any person using Company names, logos, trademarks, etc, on the internet or any other advertising medium, except as permitted and approved by the Company, shall be subjected to immediate disciplinary action which may include termination of the Agreement.

10 Prohibition of Sales on Unauthorized Internet Sites

10.1 Distributors are prohibited from selling or promoting Company products on Internet shopping sites, internet auction sites, and internet classified listings including, but not limited to, Taobao, eBay, Carousell, amazon.com, and craigslist.com. Any violation of this article will constitute grounds for commission suspension and/or termination of distributor status.

11 No Spam Policy

11.1 It is specific Company policy to prohibit unsolicited email (spamming) or information by facsimile relating to the Company's opportunity and products and services. The Company has a zero tolerance policy of spamming practices. Distributors who violate the Company's "no spam policy" are subject to termination, suspension or disciplinary action.

12 Retail Establishments

12.1 Company products or services may only be displayed and sold in retail establishments where the nature of the business is to make appointments with customers (such as salons, doctor's offices, and health clubs where appointments are made for personal training or classes are scheduled)

12.2 The sale of such products or services within such retail facilities must be conducted by a distributor and must be preceded by a discussion where the distributor introduces the prospect to the products or services and opportunity just as they would if they had met outside of the retail facility. Company produced literature, banners, or signage only may be displayed on a shelf, counter, or wall and must be displayed by itself.

12.3 Products or services may not be sold from a shelf or taken from a display for purchase by a customer.

12.4 Company products or services may not be sold in any retail establishment, even by appointment, if competitive products or services are sold in the establishment.

12.5 From time to time, the Company may announce policies and rules that expand or contract restrictions on sales in retail establishments.

13 Prohibition on Affiliation with Other Water Treatment Marketing Companies

13.1 It would undermine the basic distributor relationship if Enagic distributors marketed competing water treatment, water filtration or alkaline water conversion products. Therefore, so long as an Enagic distributor desires to maintain distributor status, he or she may not sell or market any water treatment, water filtration or alkaline water conversion products that are similar to the products sold by Enagic.

14 Prohibition of Sales of Kangen Water

- 14.1 Sales of bottled Kangen Water® or water in any form produced from an Enagic machine is strictly prohibited. No "donations" or other sums may be collected for the distribution of Kangen Water®.
- 14.2 Charging customers due to the use of electricity or the general usage of the machine is prohibited. These are considered to be business expenses, and therefore should be paid by the distributor, and not by the customer. Any violation of this section will constitute grounds for termination of distributor status.
- 14.3 Providing bottled Kangen Water® to a prospective buyer is authorized; however, any labeling on the bottle or attached to the bottle is strictly prohibited, as it may create a confusion that the sample water is "bottled" or "for sale", rather than a mere sampling provided person-to-person at no charge, in violation of local regulations regarding the "bottling" and sale of "bottled water".

15 Trade Shows

- 15.1 Company products or services and opportunity may be displayed at trade shows by distributors only with written authorization from the Company.
- 15.2 Request for participation in trade shows must be received in writing by the Company at least two weeks prior to the show. Written authorization from the Company must be received before participating in the trade show. Company products or services and opportunity are the only products or services and/or opportunity that may be offered in the trade show booth.
- 15.3 Only Company-produced marketing materials may be displayed or distributed. No distributor may sell or promote the Company products or services or business opportunity at flea markets, swap meets, or garage sales.

16 Assigned Territory

- 16.1 Distributors are not assigned exclusive territories for marketing purposes, nor shall any distributors imply or state that he/she does have an exclusive territory. There are no geographic limitations on sponsoring distributors or selling product within Singapore or its possessions or territories and any approved countries in which the Company is registered to do business.

17 International Sales

- 17.1 No independent distributor may export or sell directly or indirectly to others who export the Company's products, literature, sales aids or promotional material relating to the Company, its products or services or the Company's program from Singapore or its possessions or territories to any other country. Independent distributors who choose to sponsor internationally may do so only in countries in which the Company or its parent company has registered to operate its business and must comply fully with the Rules of Operation of a Company distributorship in that country. Any violation of this rule constitutes a material breach of this contract and is grounds for immediate termination of the distributorship.

18 Change of Name

- 18.1 The company reserves the right to approve or disapprove a distributor's change of business names, formation of partnership, corporations and trusts for tax, estate planning and limited liability purposes. If the Company approves such a change by distributor, the organization's name and the names of the principals of the organization must appear on the distributor application agreement. It is prohibited to make change to attempt to circumvent or violate Company rules on raiding, solicitation, targeting, cross-sponsoring or interference.
- 18.2 Name change can be applied to the directly related family members. Your sponsor must sign on the name change form, and \$80.00 fee will be assessed. In the event of financing, the financing must first be completed in order to do a name change.
- 18.3 If name change from Company to Individual, the following documents need to be submitted:

- (a) Duly filled up Name Change Form
- (b) Business Profile from Accounting and Corporate Regulatory Authority (ACRA)

19 Cancellation of Distributorship

- 19.1 The independent distributor agreement may be cancelled at any time and for any reason by a distributor notifying the Company in writing of the election to cancel.
- 19.2 All cancellations are accepted and effective as stated. As of the effective cancellation date, the independent distributor loses all privileges of leadership and down line organization, and is no longer eligible for any commissions, bonuses or prizes. He/she cannot advertise, sell or promote the Company products or purchase product from the Company. The canceling distributor's down line

organization automatically transfers to his/her immediate up line. The resigning distributor must wait six (6) months to be eligible to be sponsored again as a Company distributor, either as an individual or a corporation.

19.3 The Company will consider an application to reinstate a "resigned distributor" six (6) months after the resignation date. As part of the application, the former distributor must pledge to adhere to the existing requirements of the Distributor Agreement and Policies and Procedures. Acceptance of the application is at the discretion of the Company and the Company shall also have the discretion to reinstate the former distributor in the sales organization at his or her former position or to require a lesser placement as a condition to reinstatement. The Company reserves the right to, at its sole discretion, accept or reject such application.

20 Change to Product or Service Prices

20.1 The Company shall be entitled to change product or service prices at any time and without notice, and to make changes in the statement of policy and procedures.

21 Taxes and Regulations

21.1 Each distributor shall comply with local taxes and regulations governing the sale of Company products or services.

22 Cooling off

22.1 Notwithstanding the Company's retail customer guarantee policy, all retail sales must comply with the Sixty (60) days cooling-off Rule (excluding Saturdays, Sundays and public holidays) for new Distributor only, which requires statutory language and notice of cancellation on the retail sales receipt. The 60-days right of cancellation must be orally explained to the customer and customer must receive a copy of the notice of cancellation form.

22.2 Enagic will replace or accept the return of any product from the Distributor if the product(s) in question is/are of substandard quality and/or defective. The Distributor must return the product together with the form provided by Enagic for such returns. The Distributor must clearly state the reason for the return or request for replacement of the product.

23 Return Policy

23.1 New distributor shall be entitled to return Enagic Product purchased within 60 days of delivery. Provided that returned items must be in a new and unused condition and must still be in the original packaging. All warranty cards, manuals and accessories must also be attached to the product(s) in question. The Distributor will be responsible for the return shipping charge and agrees that the shipping charge(s) is/are not refundable. Existing Distributor shall be entitled to return Enagic Product purchased within 60 days of delivery.

23.2 The Distributor agrees that new and unused means that there are no scratches, marks or blemishes on the item, lost or stolen parts, damage due to personal use, misuse or negligence. Enagic reserves the right to inspect the products that a Distributor wishes to return and also the right to refuse any request for return of any product(s) which is/are not in compliance with this clause.

23.3 Company reserves the right to recoup any commission and/or bonuses paid to the Distributor in respect of the sale of the said product, whether by the Distributor or any of the Distributors' sponsored distributors.

24 Company's Signature Products

24.1 The signature product of the Company is one which involves water treatment relating to purification and adjustment of alkaline content. This signature product is fundamental to the branding and image of Enagic. Therefore, although distributors are free to sell, within the guidelines of the Company's policies, products of third party vendors, a Company distributor shall not, during the term of the distributorship, sell products which involve the Company's signature products, namely, products that involve water treatment relating to purification and adjustment of alkaline content. Violation of this provision may result in termination of the distributorship.

25 Prohibition on Raiding and Cross-Solicitation of Products or Other MLM and/or Business Opportunities

25.1 The Company takes seriously its responsibility to protect the livelihood of its sales forces and the hard work invested to build a sales organization. Raiding and solicitation actions in which distributors seek to raid and solicit other distributors in the sales organization to non-company products and services and to other MLM/business opportunities, severely undermines the marketing program of the Company, interferes with the relationship between the Company and its sales force and destroys the livelihood of other distributors who have worked hard to build their own business, the business of their sales and benefits they have earned by helping to build a sales organization. Therefore, distributors shall not directly or indirectly sell to, nor solicit from, other Company distributors' non-company products or services, or in any way promote to other Company distributors business opportunities in marketing programs of other MLM or business opportunity companies at any time.

25.2 A Company distributor shall not engage in any recruiting or promotion activity that targets Company distributors for opportunities or products of other direct selling companies or business opportunities, either directly or indirectly, by themselves or in conjunction with others, nor shall a distributor participate, directly or indirectly, in interference, raiding or solicitation activity of Company distributor for

other direct selling companies or business opportunities. Unless approved in writing by the Company, this prohibition includes sales or solicitation of non-company products or services at meetings organized for Company sales, promotion, training recruitment, demonstration, etc. This prohibition on targeting, interference, soliciting and raiding shall be in effect during the term of the distributor agreement and for a period of three (3) years after the termination of the distributor agreement. For the term of this agreement and for three (3) years after termination hereof, a distributor shall not, directly or indirectly, recruit any of Company's distributors to join other direct sales or network marketing companies nor solicit, directly or indirectly, Company's distributors to purchase services or products, or in any other way interfere with the contractual relationships between Company and its distributors. Because of the unique nature and signature characteristic and association with the field of water treatment with Enagic, and because of the inherent confusion and conflict that may occur, Enagic distributors may not engage in the representation or sale of water treatment systems offered by any company other than Enagic.

26 Vendor Confidentiality

26.1 The Company's business relationship with its vendors, manufacturers and suppliers is confidential. A distributor shall not contact directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturers of the Company except at a Company-sponsored event at which the representative is present at the request of the Company. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association is compromised by the distributor's contact.

27 Commission Reclaim

27.1 The Company shall be entitled to repayment of any commission previously paid on a sale of product/service if the product/service purchase is cancelled or reversed or a refund paid for a terminated purchase. The Company shall recover the commission by adjustment on the distributor's next commission. In the event that no commissions available for adjustment, the distributor who has received the commission shall repay the commission paid on the "reversed sale" within 30 days of the company's notice to repay.

28 Downline Information Confidentiality

28.1 On a periodic basis, the Company will supply data processing information and reports to the distributor, which will provide information concerning the distributor's downline sales organization, product purchases and product mix. The distributor agrees that such information is proprietary and confidential to the Company and is transmitted to the distributor in confidence. The distributor agrees that he or she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the Company directly or indirectly during or after the term of the agreement. The distributor and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide the above confidential information to the distributor. A distributor seeking to sell his/her distributorship must acknowledge and agree to this provision prior to the finalization of the sale of their distributorship.

29 Change in Status

29.1 Marriage: Two Company distributors who marry after having established their own individual distributorships may continue to operate their existing distributorships.

29.2 Divorce: Should a married couple become divorced, they agree to notify the Company as to who will assume responsibility for the distributorship in one of the following manners:

- (a) Written notarized agreement signed by both parties indicating who will retain the distributorship.
- (b) A court order delineating who receives custody over the distributorship.
- (c) Both parties may choose to retain their joint distributorship and operate it as a partnership.
- (d) The divorced distributor may apply for a new distributorship without having to wait six (6) months.

29.3 Death: Upon the death of a distributor, the rights and responsibilities of the distributorship may be passed on to the rightful, legally-documented heir as long as that person has filled out a new distributor application, together with a copy of death certificate.

29.4 Disability: Should a distributor become disabled to the extent that he/she can no longer fulfill the required duties of the Company distributor, such disabled consultant's legal representative or conservator shall:

- (a) Contact the Company within thirty (30) days of the disability and advise the Company of the distributor's status and the plans for future management or cancellation of the distributorship.
- (b) Provide a notarized or court-confirmed copy of appointment as legal representative or conservator.
- (c) Provide a notarized or court-confirmed copy of document establishing right to administer the Company business.

- (d) Should the legal representative or conservator plan to continue the business of the distributorship, then he/she shall fill out a name change application, and receive the required training consistent with the disabled distributor's level at the time of disability. These requirements shall be satisfied within a deadline of six (6) months.

30 Modification of Product Order

30.1 All upgrades for product orders require the authorization of Singapore Branch Manager for the respective sales of the order. The Company reserves the right to refuse upgrade requests in its sole discretion.

- (a) Upgrades for new and unused products are allowed within sixty (60) days of the purchase date. All requests must be accompanied by a Singapore Dollar (SGD 50) upgrade fee.
- (b) Machines can only be upgraded but not downgraded, the product should be in brand new condition.

31 Sale or Transfer

31.1 All merchandise sold to third parties does not qualify to be distributors. Distributors agree to inform all third parties of the facts above and further agree not to promise any possibility of transferring distributor rights. A distributor may not sell, assign or otherwise transfer his or her distributorship, marketing position or other distributor rights without written application and approval by the Company. This clause is also applicable to the transfer of any interest in an entity that owns a distributorship, including but not limited to a corporation, partnership, trust or other non-individual entity.

32 Rights of the Company

32.1 The Company expressly reserves the right to alter or amend prices, Rules and Regulations, Policies and Procedures, product availability and the commission plan. Upon notification, in writing, such amendments are automatically incorporated as part of the agreement between the Company and distributor. Company's communication of changes may include, but shall not be limited to mail, email, fax, posting on the Company website, publication in Company newsletters or magazines, etc.

32.2 The Company reserves the right to make all final decisions as to the interpretation of the articles stated in the Company Policies and Procedures. The final company decision based on the interpretation of the articles stated in the Company Policies and Procedures is effective immediately as well as the contents stated in article. All distributors are obligated to follow the company's decision as to the interpretation of the articles of the Company Policies and Procedures.

33 Non-Individual Entity Ownership

33.1 An entity which includes but not limited to sole-proprietorship, partnership or corporation may be a distributor, with not more than Five (5) distributorships in any form without express written permission from the Company. Only in the most extreme and extraordinary circumstances will this be considered. A copy of the business profile must be submitted to apply for distributorship.

33.2 A distributorship may change status under the same sponsor from individual to partnership or corporation or from partnership to corporation with proper and complete documentation.

33.3 To form a new distributorship as a partnership or corporation or to change status to one of these forms of business, a distributor must request a change request form from the Company. Distributor must submit related documents detailing all partners, stockholders, officers or directors in the partnership or corporation related documents. The partner or officer who submits the form must be authorized to enter into binding contracts on behalf of the partnership or corporation. In addition, by submitting the partnership/corporation form, the said individual certifies that no person with an interest in the business has an interest in a distributorship before the submission of the form (unless it is the termination of an existing distributorship before six (6) months that is changing its form of doing business).

34 Individual Distributorship

34.1 An individual can have maximum up to three (3) distributorships with the Company. He/she may not own any other distributorship, either individually or jointly, nor may he/she participate as a partner, owner, and stockholder, trustee, director, or association member, outside his/her sponsorship. An individual shall provide the Company with an Identity Card (IC) copy and related documents.

35 Warranty

35.1 All Warranties on Enagic Products are limited and non-transferable. Enagic disclaims all statutory and implied warranties to the extent permitted by law. Warranty benefits shall extend only to the original purchaser unless express written permission has been provided by Enagic for a transfer of warranty. The product warranty is limited to the express terms of the Consumer Limited Warranty and the Extended Consumer Limited Warranty.

36 Entity Guarantee for Owners

36.1 Although the Company has offered distributors the opportunity to conduct their distributorship as a corporate or partnership entity, those entities are under the control of its owners and principals, the actions of individual owners or beneficiaries as they may affect Company's business. Therefore, it is agreed that the actions of individual owners or beneficiaries as they may affect the Company and the distributorship are also critical to the Company's business, Therefore it is agreed that actions of the ownership entity's shareholders, officers, directors, trustees, beneficiaries, agents, employees or other related or interested parties and the actions of such parties, which are in contrast to Company Policies shall be attributable to the corporate or partnership entity.

36.2 In the event that any of the ownership entity shareholders, officers, directors, trustees, beneficiaries, agents, employees or other related parties shall terminate ownership interests in the distributorship, any breaching actions by such parties that continue to have a beneficial financial interest, directly or indirectly, in the distributorship shall be attributable to the distributorship.

37 Responsibility for members of Same Household

37.1 Members of distributor's household may operate together as one Company distributorship, but may not become separate Company distributors. Household is defined as husband, wife, and dependents. Note: Children of legal age to contract and at least 18 years of age are not considered part of their parent's household.

37.2 The Company recognizes that members of the same household may belong to competing direct selling opportunities. Although the actions of the parties are normally in good faith, in some circumstances, there is an abuse of relationships in which the non-company household member is engaged in recruitment, solicitation or raiding of the Company sales organization. Since the household member that has an ownership interest in the Company distributorship is in the best position to be responsible to prevent raiding or cross-sponsoring activity by their co-household member, the cross recruiting activity of the non-company household member shall be attributed to the Company distributorship, subjecting the distributorship to discipline or termination.

38 Foreign Distributorships

38.1 Foreign distributor will be solely responsible for all applicable taxes, duties, and other fees associated with his/her distributorship. The foreign distributorship is subject to all applicable laws and regulations of his/her country of residence. The Company is not responsible for any failure by the foreign distributor to abide by the laws of his/her country of residence or other controlling jurisdiction. While the Company does attempt to provide notice whenever possible, it may not always be possible to do so. Change in Company Policy or other actions such as termination may occur without notice to the distributor.

39 Default in Payment

39.1 A distributorship will be terminated if a distributor defaults in payment of product purchases from the Company. In the event a distributor purchases product, either in the capacity as a consumer or distributor from the Company, and subsequently defaults on payment, the distributorship is subject to immediate termination. The preceding rule is applicable to a distributor in an individual capacity that defaults, a corporate or partnership distributor where one of the principal owners defaults or any other default in payment where the defaulting party has an ownership interest in the distributorship.

40 Disciplinary Actions

40.1 Distributor's violation of any policies and procedures, the agreement, terms and conditions or any illegal, fraudulent, deceptive, or unethical business conduct may result, at the Company's discretion, in one or more of the following disciplinary actions:

- (a) Issuance of a written warning or admonition
- (b) Imposition of a fine, which may be imposed immediately or withheld from future commission checks
- (c) Reassignment of all or part of a distributor's organization
- (d) Freezing of commissions for an indefinite period
- (e) Suspension, which may result in termination or reinstatement with conditions or restrictions
- (f) Termination of the distributorship

41 Right to Terminate

41.1 The Company reserves the right to terminate any distributorship at any time for cause when it is determined that the distributor has violated the provisions of the distributor agreement, including the provisions of these policies and procedures as they may be amended or the provisions of applicable laws and standards of fair dealing. Such involuntary termination shall be made by the Company at its discretion. Upon an involuntary termination, the Company shall notify the distributor by mail at the latest address listed with the Company for the distributor. In the event of a termination, the terminated distributor agrees to immediately cease representing himself or herself as a distributor.

42. Termination

42.1 When a decision is made to terminate a distributorship, the Company will inform the distributor in writing that the distributorship is terminated immediately, effective as of the date of the written notification. The termination notice will be sent by certified mail to distributor's address on file with the Company.

42.2 The distributor will have 15 days from the date of mailing of the certified letter in which to appeal the termination in writing, and provide written response to the finding of violations of Company agreement, policies and/or rules. The distributor's appeal and/or response correspondence must be received by the Company within 20 days of the Company's termination letter. If the appeal is not received within 20-day period, the termination will be automatically deemed final.

42.3 If a distributor files a timely appeal of termination, the Company will review and consider the termination, consider any other appropriate action, and notify the distributor of its decision. The decision of the Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice. The terminated distributor may not be sponsored as a Company distributor again.

42.4 Upon termination of a distributorship, all rights cease. He/she is no longer eligible for any commission, bonuses or prizes. Terminated distributor cannot advertise, sell or promote the Company products or purchase products from the Company and any violation of this clause will be sufficient grounds for the company, at its sole and entire discretion, commence whatever action including but not limited to legal action against the terminated distributor

42.5 The terminated distributor's downline organization automatically transfers to his/her immediate upline. Either Party may terminate this Agreement by giving no less than thirty (30) days written notice to the other Party. Enagic may terminate this Agreement forthwith by written notice in the event that any of the following occurs:

- (a) the Distributor commits a breach of this Agreement and fails to remedy such breach within the period reasonably stipulated by Enagic; or
- (b) the Distributor commits a breach of this Agreement which is material and incapable of being remedied; or
- (c) the Distributor is made a bankrupt; or
- (d) The Distributor commits any criminal or civil acts which may be prejudicial to the image or reputation of Enagic and/or the Enagic Products, whether or not committed in the course of performing this Agreement, including without limitation any theft, fraudulent or dishonest activity or defamation

42.6 In the event of the termination of this Agreement for any reason whatsoever, the Distributor shall:

- (a) Immediately cease to represent himself as an Enagic authorised distributor and to cease all sale of the Enagic Products;
- (b) Promptly return to Enagic copies of all confidential information, all advertising, publicity, promotional, sales or other materials relating to the Enagic Products; and
- (c) Enagic shall have the right to cancel all unfulfilled orders previously placed by the Distributor and accepted by Enagic.

42.7 The Distributor shall be entitled to return any unsold Enagic Products within his possession subject to the terms of the return policy set out in this Agreement. Termination shall be without prejudice to any accrued rights or obligations of the Parties. The Distributor is barred from concluding another Agreement with Enagic within six (6) months after the termination of this Agreement.

43. Sponsorship

43.1 All distributors have the right to sponsor others. In addition, every person has the ultimate right to choose his/her own sponsor. If two distributors should claim to be the sponsors of the same new distributor, the Company remains the final decision to the new buyer.

- (a) Company will issue distributor ID when documents are complete and payment is confirmed.
- (b) There is no "magic" involved in the Company or in any business. Those who sponsor widely but who do not help new distributors develop their business meet with limited success. Therefore, it is the distributor's responsibility to follow through and make sure the new distributor is properly informed and trained in the areas of the product, the commission plan, the policies and procedures and the professional guidelines of the network marketing industry.
- (c) When soliciting a prospective distributor to join the Company's network program, the distributor must clearly explain the followings:
 - (1) Products: type, performance and quality of each product

- (2) Commission plan
 - (3) Policies and Procedures
 - (4) Distributor's rights and duties
 - (5) Other important items that will affect the judgment of the prospective distributor
- (d) Distributors should never provide false information in order to encourage the conclusion of a sales agreement or to prevent the buyer from canceling the agreement.
 - (e) Each distributor must identify himself or herself by name and Company ID number to the prospective buyer.
 - (f) The Company offers no sales discounts or other concessions and the distributor cannot offer either. Any discounts offered by distributors may be grounds for termination.

44. Transfer of Sponsorship

44.1 Transfer is rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall organization.

- (a) Transfers will generally be approved in two (2) circumstances:
 - (1) In the case of unethical sponsoring by the original sponsor. In such cases, the Company will be the final authority.
 - (2) Resigning from the Company entirely and waiting six (6) months to reapply under the new sponsor.
- (b) In cases of unethical sponsoring, the individual may be transferred with any downlines intact; in all other events, the individual alone is transferred without any downline distributors being removed from the original line of sponsorship.

45. Income Claims

45.1 No income claims, income projections nor income representation, nor showing of commission such as bank statement; Enagic genealogy list may be made to prospective distributors. Any false, deceptive or misleading claims regarding the opportunity or product/service are prohibited. In their enthusiasm, distributors are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections, this is counter-productive, since new distributors may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. The Company believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.

46. Representation of Status

46.1 In all cases, any reference the distributor makes to himself or herself must clearly set forth the distributor's independent status. For example, if the distributor has a business telephone, the telephone may not be listed under the Company's name or in any other manner which does not disclose the independent contractor status of the distributor.

47. Judgment and Tax Lien

47.1 The Company will comply fully with any court order or instruction/demand by any government taxing authorities within Singapore that orders, instructs or demands the withholding of a distributor's earnings from his/her distributorship with the Company.

48. Subpoenas Duces Tecum (Demands for Records)

48.1 Assuming proper jurisdiction, the Company will comply with all subpoenas duces tecum demanding financial commission records of a distributor in his/her capacity as an independent contractor with the Company.

49. Request for Records

49.1 The Company will comply fully with all requests for records accompanied by a properly prepared and signed authorization by the person whose records are being sought. The Company will comply fully with all requests for records by government agencies with the authority to request such records and accompanied by the requisite legal documentation.

50. Newspaper Advertisement

50.1 Some Independent Representatives use classified advertising in the newspapers to find prospects. The following rules apply:

- (a) No advertisement may imply that a "job" or "position" is available.
- (b) No specific income can be promised.
- (c) Advertisements must contain no misleading facts or distortions of the Company opportunity or product line.

51. Business Cards and Stationery

51.1 Any printed materials, including business cards and stationery, must be approved by Enagic in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the distributor.

52. Telephone Solicitation

52.1 The use of the Company's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit distributors or retail customers. The use of these methods in ways that are legal and are the equivalent of the "blind ads" alluded to above cannot be regulated by the Company.

53. Press Inquiries

53.1 Any inquiries by the media are to be referred immediately to the Company. This policy is to assure accuracy and a consistent public image.

54. Endorsement

54.1 Government regulatory agencies rarely approve or endorse direct selling programs. Therefore, distributors may not represent that the Company's program has been approved or endorsed by any government agency.

55. Indemnification and Hold Harmless

55.1 The independent Distributor hereby indemnifies and releases the Company, its officers, directors, agents and assigns and holds harmless from and against the full amount of any and all claims, causes of action, judicial and administrative proceedings suits, charges, liabilities, losses, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, which are or may be made, filed or assessed against Company at any time arising out of distributor's business operations and representations made by distributor in the operation of his/her business, arising from the followings:

- (a) Violation and/or lack of compliance with terms of the distributor agreement, policies and procedures, rules and regulations, marketing program manual or guidelines or any other directive from the Company as to method and manner of operation of the independent distributor business;
- (b) Engaging in any conduct not authorized by the Company in the Company marketing program;
- (c) Any fraud, negligence or willful misconduct in the operation of the independent distributor business;
- (d) Misrepresentation or unauthorized representation regarding the Company's product or service, marketing opportunity or potential or the Company's marketing program;
- (e) Failure to adhere to any local law, regulation, ordinance and/or any order or rule issue by any court of appropriate jurisdiction;
- (f) Engaging in any action which exceeds the scope of authority to the distributor as granted by the Company.
- (g) Engaging in any activity over which Company has no effective control as to the actions of the distributor.

56. Waiver

56.1 The Company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company in contracts or agreements specifies in writing that the Company waives any of these provisions. In addition, any time the Company gives permission for a breach of the rules, that permission does not extend to future breaches. This provision deals with the concept of "waiver," and the parties agree that the Company does not waive any of its rights under any circumstances short of the written confirmation alluded to above.

57 Governing Law

57.1 These rules are reasonably related to the laws of Singapore and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the distributor's application which is Singapore.

58 Partial Validity

58.1 Should any portion of these Rules and Regulations, of the distributor's application and agreement, or of any other instruments referred to herein or issued by Enagic be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

59. Product Handling and Distributor's Responsibility

59.1 The prospective distributor shall fulfill stated personal sales volume requirements to be recognized and registered as an active Enagic distributor.

59.2 Special favorable payment plans are available to distributors who wish to purchase company products.

59.3 The distributor may sell products through the credit companies that have valid agreement with Enagic.

59.4 The distributor shall take full responsibility for any of the following issues arising in connection with his/her own customer:

- (a) Existing distributor shall take the following actions without delay in case of cancellation of a sales agreement during the 60 days period.
- (b) Return the commission and other applicable fees/charges to Enagic.
- (c) Substitute the cancelled account with another account.
- (d) Any actions other than (a) and (b) above will be taken after discussion among the distributor, Enagic and referrer.
- (e) Providing such information as the Company may request from time to time in connection with the Company's collection of money payable for the products.
- (e) Providing such information as the Company may request from time to time in connection with the Company's handling of sales-related claims other than the above.

The Sales Commission shall be paid via bank transfer by Enagic in favor of the distributor promptly after the expiration of the 7 days period.

60. Order and Purchase of Enagic Products

60.1 Enagic has the exclusive right to distribute Enagic products worldwide.

60.2 The Distributor may submit orders from time to time to Enagic for such quantity of the Enagic Products as the Distributor deems fit for sale to other distributor or retail customers. The Distributor agrees to only order Enagic products through Enagic.

60.3 The Distributor agrees he will fill in all product and sales aids order form as may be required by Enagic. Enagic shall notify the Distributor once the order has been accepted and the estimated date of delivery.

60.4 Enagic has the right to review and vary wholesale prices of products and the new prices will become effective upon publication.

60.5 The statements and explanations of Enagic products made by the Distributor shall be confined to those contained in publications issued or circulated by Enagic.

60.6 The Distributor undertakes not to make claims in relation to the medical benefits of any Enagic products at any time and agrees that he understands that Enagic products have not been professionally reviewed, accredited and/or certified by any professional medical organisation and/or body of any jurisdiction to have any professional medical benefits.

61 Succession and Assignment

61.1 Subject to the approval of Enagic, this Agreement shall be legally binding on all successors and assignees of Enagic and the Distributor.

62 Marketing Plan

62.1 The basic 8 point commission structure- this structure works the same for all products, although the commission point value varies for each product. The basic 8 point Commission Structure is the foundation from which each Distributor begins building with Enagic product sales.

62.2 Rank advancement is based on a combination of direct and group sales, and it is not necessary to advance one rank at a time. An advance in rank is always initiated by a direct sale, but a Distributor will advance to whichever rank he is qualified for based on total accumulated sales volume. Once a rank achieved, it will be retained until the next rank is attained. Distributor is not required to start over and Distributors ranked 2A and higher can have an unlimited number of direct sales. Distributor may need 2 direct sales before moving to 2A.

Number of combined units required for qualification:

1A	2A	3A	4A	5A	6A
1--2	3--10	11--20	21--50	51--100	101 & above

62.3 Distributor sales Status (SD501 Example):

SP (Special Points) A direct sale has been made within 3 months SGD332

D1 (normal Status) A direct sale has not been made for over 3 months but less than 6 months SGD 265 (Basic) commission 100%

D0 (Partial Status) A direct sale has not been made for over 6 months SGD132.50 (half of Basic) commission 50%

FA0 No direct sale has been made for over 2 years SGD0 (zero) commission 0%

62.4 The followings are the requirements and rewards for each rank:

(a) 1A Distributor

Qualification to Achieve this Rank:

Personally sell one SD501 to advance to the rank of 1A

(a unit sold to one's self is counted as a sale)

Rewards:

Earn SGD 332 commission per unit on the first 2 direct sales

Earn SGD 332 per unit on indirect sales from those first two 1A distributors, down through 8 points within 8 levels.

(b) 2A distributor

Qualification to Achieve this Rank:

You must first be a 1A Distributor

Accumulated total direct sales of 2 units

You must personally sell one additional unit to be paid as this rank

(your 3rd direct sale)

Rewards:

Earn SGD 664 commission per unit on your 3rd direct sale.

Earn SGD 664 per unit sold beneath your 3rd direct, down through your 7th level.

Earn SGD 332 per unit sold on your 8th level.

(c) 3A distributor

Qualification to Achieve this Rank:

Accumulated total sales of 10 units

(direct and indirect sales).

You must personally sell one additional unit to be paid as this rank

(your 4th direct sale)

Rewards:

Earn SGD 996 commission per unit on your 4th direct sale.

Earn SGD 996 per unit sold beneath your 4th direct, down through your 6th level.

Earn SGD 664 per unit sold on your 7th level.

Earn SGD 332 per unit sold on your 8th level.

(d) 4A distributor

Qualification to Achieve this Rank:

Accumulated total sales of 20 units

(direct and indirect sales).

You must personally sell one additional unit to be paid as this rank

Rewards:

Earn SGD 1328 commission per unit on your 5th direct sale.
Earn SGD 1328 per unit sold beneath your 5th direct, down through your 5th level.
Earn SGD 996 per unit sold on your 6th level.
Earn SGD 664 per unit sold on your 7th level.
Earn SGD 332 per unit sold on your 8th level.

(e) 5A distributor

Qualification to Achieve this Rank:

Accumulated total sales of 50 units
(direct and indirect sales).

You must personally sell one additional unit to be paid as this rank

Rewards:

Earn SGD 1660 commission per unit on your 6th direct sale.
Earn SGD 1660 per unit sold beneath your 6th direct, down through your 4th level.
Earn SGD 1328 per unit sold on your 5th level.
Earn SGD 996 per unit sold on your 6th level.
Earn SGD 664 per unit sold on your 7th level.
Earn SGD 332 per unit sold on your 8th level.

(f) 6A distributor

Qualification to Achieve this Rank:

Accumulated total sales of 100 units
(direct and indirect sales).

You must personally sell one additional unit to be paid as this rank

Rewards:

Earn SGD 1992 commission per unit on your 7th and all subsequent direct sales.
Earn SGD 1992 per unit sold beneath your 7th direct, down through your 3rd level.
Earn SGD 1660 per unit sold on your 4th level.
Earn SGD 1328 per unit sold on your 5th level.
Earn SGD 996 per unit sold on your 6th level.
Earn SGD 664 per unit sold on your 7th level.
Earn SGD 332 per unit sold on your 8th level.

I (We) hereby have read and understood the content of the above policies and procedures and I have agreed to the Enagic's Policies and Procedures.

Signature

Date