



# Distributor Agreement

All distributors are expected to maintain the highest standards of integrity, honesty, and responsibility in dealing with the company, consumers and other distributors. Distributors must present Ribomi products in a truthful and sincere manner and uphold the Company's reputation from damages and any unfavourable repercussions.

## 1. Promotion of Ribomi Business

1.1) All distributors are obliged to promote and sell Ribomi products to their downlines or end consumers.

1.2) All distributors must protect the Ribomi trademarks and trade name and obtain the company's written permission prior to use in any advertisement (including but not limited to) on internet, literatures other than company-published, logos, images, and other marketing promotional devices.

1.3) All business activities including the selling of products and marketing plans must be presented in compliance with Ribomi's official plans as such and also in compliance with Ribomi's distributorship agreement.

1.4) Distributors are allowed to advertise company products using mass communication medias which include news channels, written articles, radio and television channels, internet and other public channels as such. Without prior permission from the company, distributors are prohibited to represent the company in terms of promotional activities such as interviews, news coverage or other public forums.

1.5) Distributors are not allowed to copy or set up Ribomi websites for their own use, i.e. for selling products or recruiting distributors.

1.6) Distributors may share Ribomi's links on their personal websites with condition that their websites do not contain any trademarks, trade name, company product, business contents and photos of Ribomi's staff. The company introduction and distributor's activities with the company can be shared by distributors via their personal websites and social media networks such as forums, blogs, Wiki, Facebook, Twitter, Flickr, etc... So long as the information regarding the Ribomi business and products shared is not constituted as the main contents of their website.

1.7) Distributors are allowed to print their own materials which include leaflets, brochures, catalogues, banners and other printed materials for their business purposes.

1.8) The registration of phone numbers which correspond to letters that form the Ribomi name is forbidden.

## **2. Purchasing with the Company**

2.1) The company's products can be purchase through the existing distributors or the company. Distributors must understand that all orders placed are subject to acceptance by the company and the terms of this agreement.

## **3. Distributor's Self-Responsibilities**

3.1) Distributors are not allowed to be part of a joint venture, franchisee, partner, agent or employee of the company. Distributors have no power or authority to incur any debt, obligation or liability on behalf of the company.

3.2) Distributors, as self-employed independent contractors, are responsible for operating their own business, making their own decisions with regard to buying and selling products available through the company.

3.3) The company shall bear no legal responsibility for the actions taken by distributors. Furthermore, both the company and its distributors must acknowledge that distributors are not employee of the company hence will not be treated as employees with respect to their agreement for local tax purposes, or otherwise.

3.4) Distributors will be responsible for payment of any self-employment and other income taxes where applicable. It will be Distributors' sole responsibility to account for such income on his/her individual income tax returns.

## **4. Changes Made by Company**

4.1) The Company may implement changes at any point in time with regards to:

- ① Contest rules and active status requirements.
- ② Retail prices and shipping and transportation charges.
- ③ Standard discounts and commission schedules.

Distributors will be notified by postings on the company's website.

## **5. Investigation of Distributor Activities**

5.1) The Company reserves the right to investigate all distributors' activities. Distributors are required to fully cooperate during the investigation process.

## **6. Dispute Resolution**

6.1) In a case where there is a dispute between distributors, the company encourages both parties to seek support and assistance from sponsor to resolve the dispute. If the dispute is still unresolved, the parties concerned may write to the company to request for arbitration settlement.

6.2) In the event that the dispute case is unresolved by the company, the parties concerned may bring the case to a court of law for arbitration decision. The arbitration award shall be final and binding. Malaysia Arbitration Act shall govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. Parties are expected to cooperate fully with the Dispute Resolution Procedures during the arbitration process, e.g. providing all necessary facts and material evidences.

## **7. Termination of Agreement**

7.1) Distributors may terminate the Agreement at any time and for any reason by giving thirty (30) days written notice to the company. The company may also terminate any distributorship without prior notice and with immediate effect as a result of breach of any of the provisions herein. In determining what actions to take in the event of breach of the Agreement, the company may consider without limitation the nature and severity of the breach. If distributors do not agree with the action taken by the company, supporting evidence may be submitted to appeal for the company to decide.

## **8. Delays**

8.1) Ribomi shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, acts of God, natural disasters, curtailment of a party's source of supply, or government decrees or orders.

# **Ribomi Code of Ethics**

In order to establish a respectful business culture and to ensure fair and honest business activities among distributors, Ribomi Global Marketing Sdn. Bhd., hereafter stated as the "Company", sets forth the Code of Ethics, and hereby requests all distributors to follow through accordingly.

All Distributors are subject to compliance of the Code of Ethics. This is an inevitable process to prevent any unwanted disadvantages, and to encourage long-term growth of business based on mutual trust and respect between distributors. Hence, there will be strict enforcement of various penalties in violation of the following Code of Ethics, depending on severity of breach.

## **1. False/Illegal/Duplicate Registration**

1.1) This offence includes registering a person without his/her consent, registering false information, or duplicate registration of one person which is against the Company's distributorship registration rules. A person is only eligible for one Ribomi distributorship ID. Distributorships will be terminated immediately upon confirmation of this breach.

## **2. False/Exaggerated Advertisement**

2.1) The Company forbids distributors to mislead other people by providing false or exaggerated information about the Company. Distributors shall not mislead anyone with false information regarding the Company's products, marketing plans, product quality, price, etc.

2.2) In the event the Company receives any complaint from the public or the Malaysian Government, the individual Distributor will be held solely responsible to remedy the complaints and to indemnify the Company of any loss or damage due to the complaint. In more serious cases the Company reserves its right temporary freeze the individual Distributor's account or permanent termination of the individual Distributor's account.

### **3. Personal Websites and Promotional Material Regulation**

3.1) The Company forbids Distributors to sell Ribomi products through personal websites (bidding sites, blog, homepage, café, etc.) It is also illegal to use the Company logo and/or name on personal websites or business tools/materials without the Company's consent.

### **4. Voluntary Product Regulation**

4.1) Distributors are prohibited from forcing their down-lines or consumers to purchase products. There should not be any sort of monetary/materialistic dealings for the purpose of distributorship registration or withdrawal, and unreasonable purchasing or unwanted selling of products for reasons other than pure consumption. The practice of "product hoarding" is disallowed.

### **5. Product Packaging Violation**

5.1) Changing of Ribomi's original product packaging and labels is prohibited.

5.2) Distributors are not allowed to remove, add or change any contents in the set/ package.

### **6. Inducing Sponsor Line Changes**

6.1) The Company strictly prohibits recruiting between lines, abnormal changes of sponsors and/or affiliated centers, and any other personal connection base dealings which destroy mutual trust between Distributors.

### **7. Monetary and Product Exchange**

7.1) The Company strictly prohibits monetary or product dealings between distributors which involve the illicit use of credit cards or financial dealings. These dealings include joining fees, education/training fees, selling of starter kits/business tools, etc. Distributors shall not enter into transactions that are unauthorized by the Company.

### **8. Maintenance of Distributors' Dignity**

8.1) Unethical behaviour of Ribomi Distributors, such as personal issues between Distributors, violence, reckless slandering and defaming of other Distributors that damage their character are forbidden by the Company.

### **9. No Abuse of Power Against Distributor**

9.1) Distributors are not allowed to abuse their power against other Distributors or partners with their position level in the Ribomi business. Forcing Distributors to make any form of contribution or to do things that the Distributors may feel uncomfortable about is strictly prohibited.

### **10. No Abusive or Inappropriate Language**

10.1) Distributors are not allowed to use abusive or inappropriate language against other Distributors or customers.

### **11. Information Sharing to Prospective Distributors**

11.1) Distributors should not email or send mail to any persons should they opt not to receive information about company or products.

## **12. Responsibilities of a Distributor**

12.1) A distributor should maintain contact, provide training, give guidance, and encouragement to all down-line distributors. It is the responsibility of a distributor to ensure that the business activities conducted by down-lines are in accordance with Ribomi's rules and regulations, local laws, ordinances, and regulations. If any disputes arise between customer and down-lines, a distributor should help by intervening and resolving promptly and amicably.

## **13. Participating in Other MLM Business**

13.1) Distributors who have achieved certain level of membership are forbidden to participate in other MLM businesses. Distributors are also banned from recommending other MLM companies, advertising or selling other MLM products to existing Ribomi distributors or customers. Distributorship will be suspended if such activities are ascertained.

## **14. Protection of Personal Information**

14.1) Distributors must thoroughly protect the personal information of other Distributors and consumers and/or keep confidential other Distributor's and consumers' information collected through Ribomi business, and may not use, copy, store, or disclose their information without the individual's prior consent.

## **15. Obeying Laws and Regulations**

15.1) Ribomi Distributors must fully understand and adhere to the relevant laws concerning their business, as well as the Company's regulations. Rules and Regulations will be in accordance within the jurisdiction provided by the respective company. The abovementioned Code of Ethics must be obeyed in order to protect the Distributors' business and for long-term growth of all parties involved. The Company has the right to impose penalties on any distributor in violation of these regulations, such as suspension or termination of distributorship, depending on severity of violation. In addition, all connection with the Company will cease upon termination of distributorship, and terminated Distributor is not allowed to continue practice of business as Distributor of the Company.

## **16. Politics**

16.1) RIBOMI MALAYSIA is an apolitical organization and it is not linked to any political party locally or overseas.

16.2) RIBOMI MALAYSIA Distributors shall not use the name Ribomi to participate in any local or overseas political activities

16.3) RIBOMI MALAYSIA Distributors shall not represent RIBOMI MALAYSIA to support any local or overseas political party

## **17. Religion**

17.1) RIBOMI MALAYSIA is a non-religious organization. It recruits Distributors from all faiths and does not promote any religion whatsoever.

17.2) RIBOMI MALAYSIA Distributors shall not use the name Ribomi to participate in any local or overseas religious activities

17.3) RIBOMI MALAYSIA Distributors shall not represent as RIBOMI MALAYSIA to support any local or overseas religious activities

# General Terms and Conditions

The purpose of this agreement is to establish a business relationship between Ribomi Global Marketing Sdn. Bhd. ("the Company") and Distributors (including "distributors" and "consumers") by observing the mutual understanding of rules in selling the goods of the company. All matters regarding the distributor administration of the company shall follow these Terms and Conditions. These rules and regulations shall be applicable to all Distributors.

## 1. Qualification for Distributorship

1.1) Anyone can register as a distributor regardless of age, gender, education, race, religion, or status. However, subject to the following instructions:

- ① A person is restricted from joining a multi-level marketing in accordance with Malaysia laws and regulations.
- ② Officers and Employees of the company and its subsidiaries
- ③ Persons are under 18 years of age.

Failure to observe the restriction by the registrant, the company may cancel the distributorship immediately and will have no obligation whatsoever.

## 2. Registration Process

2.1) Successful distributorship enrolment will only take effect upon the company's review of all the information and documents provided by the registrant.

- ① All distributors must use their legal name and IC number for registration purpose.
- ② Distributor who has opted for distributor distributorship must provide document such as MyKad or MyPR card as required by company.
- ③ Distributor must certify that all of the information provided are complete and accurate, including the information of the sponsoring distributor.

The company reserves the right to review for any duration after registration. Access to website after registration does not warrant acceptance by the company. Once the distributorship registered, distributors are not allowed to make any changes to their name and IC/PR card number.

### **3. Distributorship Duration**

3.1) An initial duration of distributorship period begins from the date of the approved registration and continues until the last day of the twelve (12) month. If a distributor has records of purchase with minimum 150PV, or/and activation during this period, the distributorship will be extended for another twelve (12) months.

### **4. Principle of Sponsorship**

4.1) It is against the company's policy for any distributor to change sponsor through any means. Any application submitted with the intent to change sponsors will be rejected.

4.2) It is against the company's policy for a distributor to be sponsored under two or more distributorship. Such conduct will result in their distributorship being terminated.

4.3) Application for the change of sponsor or for the transfer of some or his entire personal group is not permitted.

### **5. Termination of Distributorship and Rejoining**

5.1) Distributors may withdraw their distributorship at any point in time and for any reason whatsoever. Distributorship will be withdrawn upon receipt and verification of the completed termination form from distributor. Rejoining can only be considered one year after the withdrawal from the termination date.

5.2) The company reserves the right to terminate or impose a penalty on distributors who have infringed any one of the rules as per Ribomi distributorship agreement and the Malaysian government rules or MLM distributorship.

For rejected distributorships, distributors may file an appeal within 7 days, however, decision by the company will be deemed final thereafter.

### **6. Changes to Contact and Bank Account Details**

6.1) Distributors must inform the company if there are any changes to their bank account and contact details. The company will not bear any responsibility if distributors fail to receive commission or any other notices.

### **7. Inheritance**

7.1) Upon the death of a distributor, the distributor's interest may be passed on to their spouse, children or designated family distributors as such, subject to acceptance of company, company's Rules and Regulations and Malaysia government laws and regulations

### **8. Bonus Qualifications**

8.1) A Distributor must be active and in compliance with the Agreement (monthly maintenance purchase with 357.50PV) to qualify for bonuses. So long as a Distributor complies with the terms of the Agreement, Ribomi shall pay bonuses to such distributor in accordance with the Business Plan.

## **9. Adjustment to Bonuses & Returned Products**

9.1) Distributors receive bonuses based on the actual sales of products to end consumers. When a product is returned to Ribomi for a refund or is repurchased by the company, the bonuses attributable to the returned or repurchased product(s) will be deducted, in the month 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.

## **10. Product Guarantee**

10.1) Ribomi offers products of international quality to every customer. If the products purchased by the distributors are of inferior quality or with manufacturing defects, the company guarantees replacement. However, this guarantee does not extend to damages or contamination due to expiry, negligence or deliberate act.

## **11. Product Returns**

11.1) In case of any dissatisfaction, manufacturing or packaging defect, distributors can return/exchange the product to/from the distributor from whom they had purchased the same, within the 10 days of the date of purchased (return fee must deduct shipping charges and 10% of processing charges). They have to provide a good reason and return the said goods to the distributor from whom they had purchased.

Thereafter, the distributors can return the products to the company and exchange for the same products, within 30 days from the date of order placed. The products returned must be in good condition, useable, resalable, restockable, unopened, unaltered and the shelf-life of the good have not expired. Distributors must attach (a) reason for return, (b) products to be returned, at the time of returning the products.

## **12. Buy Back Policy**

12.1) Ribomi provides a Buy Back Policy to distributors who wish to terminate his/her distributorship and return any Ribomi's products that is in good condition, useable, resalable, restockable, unopened, unaltered and the shelf-life of the good have not expired, which is purchased within the 30 days from the date of his resignation.

12.2) Upon approval, amount refunded will be equal to distributor cost of product being returned, less total bonus paid on the original purchase and less 10% service charge from distributor Price of the products toward the cost of handling charge and freight.

This Buy Back Policy is designed to impose upon the sponsor and the company the obligation to ensure that the distributor is buying products wisely.

## **13. Procedures for All Returns**

13.1) The following procedures apply to all returns for refund, repurchase, or exchange. All products must be returned by the distributor who purchased it directly from the company. No refund or replacement of product will be made if the conditions of these rules are not met.

① The return is accompanied by (i) a copy of the original dated shipment bill/ receipt; (ii) the unused portion of the product in its original container.

② Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Ribomi shipping pre-paid.

Ribomi does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the distributor. If returned product is not received by the company, it is the responsibility of the distributor to trace the shipment.

③ If a distributor is returning products to Ribomi that was returned to him or her by a personal retail customer, the product must be received by Ribomi within ten (10) days from the date on which the retail customer returned the products to the distributor, and must be accompanied by the sales receipt which the distributor gave to the retail customer at the time of the sale.

# Privacy and Security

The company is committed to protecting distributor's privacy. The purpose of this Privacy Policy is to inform distributors as to what information may be collected whenever the distributor visits company website ("the Site") or when the distributor become a distributor, how such information will be used by the company and/or other persons or entities, with whom such information may be shared, choices regarding the collection, use and distribution of such information, ability to edit, update, correct or delete such information and the security procedures that the company has implemented to protect distributor's privacy.

## 1. Notice Collection of Information

1.1) In instances where distributor may be asked for certain types of personal information (e.g., first and last name, NRIC number, mailing address, postal code, telephone number, email address, credit card number, bank information, etc.) and the distributor refuses to disclose such personal information to the company, this does mean that in some cases, the company may not be able to provide service requested and the potential distributor will not enable successful registration.

## 2. Use of Information

2.1) The company uses the information that is collected about distributors for a variety of purposes. In such cases distributors will be informed about these purposes at the time of collection. For instance, information about distributors will be used to provide services, calculate earnings and bonuses and ensure compliance with the company's regulations. In compliance with the Personal Data Protection Act 2010 and its requirements to maintain records, the company may need personal information for confirmation and reporting.

### **3. Customer Information Sharing**

3.1) The company may employ vendors to perform functions on their behalf, such as fulfilling orders, delivering packages, processing credit card payments, and providing customer service. As such, these vendors are under a contractual obligation to use confidential data received from Ribomi Global Marketing Sdn. Bhd. only for purposes that fall within the functions for which they are hired. However, when the company has reason to believe that the confidential data is necessary to identify, contact or bring legal action against persons or entities that may be harming the distributor, company or others, the company may also disclose information as required by the law.

3.2) Lineage report is report where information on distributors and distributors' down-lines, including, but not limited to, name, identification number, level or rank and sales statistics. The reports provided to distributors in the strictest confidence and for the sole purpose of supporting the distributors to further develop their distributorship.

### **4. Security**

4.1) The company takes reasonable steps to ensure that the personal information collected remains accurate, timely and secure. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. While the company strives to protect distributor's personal information, complete security cannot be guaranteed or warranted. Hence the company shall not be responsible for any harm that distributor or any persons may suffer as a result of a breach of confidentiality in respect of the use of the company website or any information transmitted to the company website.

### **5. Data Integrity**

5.1) Personal information will be kept in active files or systems as long as needed to meet the purposes for which it is collected or as required to perform the contractual relationship with the distributors, and the commercial relationship with the customer.

### **6. Access or Alterations to Distributor's Information**

6.1) If the distributor identifies any inaccurate personal information and needs to make a change or would like to verify such information, please contact the company so that the information may be updated in the system records or the distributor may go online to one of Ribomi website and update their own information.

6.2) Ribomi distributorship is considered for only persons above the age of 18. Hence, if the company become aware that personal information regarding a person under the age of 18 has been collected at the Site, reasonable efforts will be made to delete it from the company's records.

### **7. Use of Cookies**

7.1) "Cookies" are small pieces of information that are stored on computer hard drives. The Company may use cookies to recognize the distributor whenever the distributor returns to the Site in order to provide better user experience. The Company may allow third parties to use "cookies" on the website. The company does not control the use or contents of third party cookies. If the distributor elects to block cookies, please note that full advantage of the features and functions of the site may be omitted.

## **8. Third-Party Links**

8.1) The Site may contain links to websites operated and maintained by third parties over which the company has absolutely no control, e.g. logistic partner. Any information provided to third party websites will be governed under the terms of each websites' privacy policy and distributors are encouraged to investigate and ask questions before disclosing any information to the third-party operators' websites. The company has no responsibility or liability whatsoever for the content, actions or policies of third-party websites.