

**MEMBERSHIP APPLICATION FORM
INDEPENDENT BUSINESS DISTRIBUTOR (IBD)**

These **Terms & Conditions** (hereinafter, referred to as “**Agreement**”) govern the relationship between Phytoscience Sdn Bhd (hereinafter, referred to as the “**Company**”) and the applicant, who applies for distributorship of the Company’s products, and who shall act as an Independent **B**usiness **D**istributor (hereinafter, also referred to and known as “**IBD**”- Mobile Distributor, Gold Distributor, Silver Distributor or Bronze Distributor, irrespective of the Distributor’s Rewards Tier Identifier “**RTI**” as per the Sales Incentives and Reward Program of the Company.

This Agreement is an authentic and legally binding document. If the applicant agrees to adhere to and abide by the provisions contained hereunder, he/she/it shall become an IBD on purchase of Company product(s) as per minimum IBD requirements as laid down in the Policies and Procedures. The Company reserves the right to modify and amend this Agreement or any part hereof from time to time at its sole discretion. All such changes and modifications will be informed to all the IBDs through Company Website and it shall be binding on all the IBDs of the Company.

Name: _____

Address: _____

do hereby state and confirm that I have read and fully understood all elements of the current Policies and Procedures and have had them explained to me in such a way that I have no unanswered questions. I further agree to abide by and adhere to the Company Policies and Procedures (as updated). I confirm that I am eligible to operate as an IBD as laid down in Policies and Procedures and understand my rights and duties for operating as an IBD and will fully adhere to the Companies Code of Ethics. I also understand that I am fully responsible for the declaration of my earnings and payment of any taxes due.

I acknowledge and confirm that I will, at all times, be an independent, self employed entrepreneur in relation to this Agreement as an IBD (direct seller), and will not, at any time, claim or represent to be an employee of the Company, nor will I claim any benefits accruing to the employees of the Company.

I also confirm and agree to abide by such terms and conditions modified or amended by the Company from time to time.

I accept the right of the Company to reject this application for registration at its absolute sole discretion, without specifying any reasons thereof.

The applicant/applicants do hereby declare that he/she/it has understood the entire provisions contained herein, Company Policies and Procedures, Terms and Conditions, Codes/Rules of Conduct, and Distributor Policies as presented in the Company’s Official Website.

Applicant

Sponsor

Full Name:

Full Name:

Identity Card No. / Passport No:

Identity Card No. / Passport No:

Signature for acceptance

Signature for acceptance

Date:

Date:

The applicant/applicants do hereby declare that he/she has understood the entire provisions contained herein, Terms and Conditions, Code of conduct/Ethics and Policies and Procedures, presented on the official Company Website, in their vernacular language by himself/ herself or through his/her lawyer and sponsor.

DECLARATION

- (i) I confirm that I have completed 18 years of my age and legally competent to accept this Agreement as per the relevant laws in Malaysia.
- (ii) I have read the Code of Conduct/ethics, Policies and Procedures of the Company for IBDs and acknowledge and accept that the Code of Conduct/ethics, Policies and Procedure is an integral part of the terms of the business opportunity. I accept and agree to abide by it completely along with any amendments or additions or improvisations thereto made by the Company from time to time.

Some of the ethics are as follows:-

- Prohibited to cause damage or defame company's image or reputations.
- Not to sell company's product at below recommended retail price
- Not to exaggerate company's system and product benefits
- Not to encourage members from other group to be their downline or join other MLM companies.
- Cannot get unauthorised access to other member's downlines account to carry out illegal activities
- Cannot report inaccurate / untrue membership information
- Cannot possess multi account / membership.
- Any violation discovered, the membership will be freezed without further notice and the income dividend will be null and void.

- (iii) I accept that in case of any breach of the Code of Conduct/Ethics and Policies and Procedures, the Company would be entitled to immediately and unilaterally terminate my Agreement and I would not be entitled to claim any compensation for such termination.
- (iv) I understand and accept that this Agreement comprises of sale and promotion of Company products and services from time to time.
- (v) The name used in my membership application is as per my country's identity card or passport or company's registration document. I confirm that I will submit as per The Company's KYC requirement all the documents including the true copy of the identity card (NRIC), along with true copies of documents to confirm name, address and signature like valid passport, driving license, mobile bill, telephone bill, etc. or as and when requested by the Company. I further understand that in case of non-submission of documents The company reserve the right to reject my application.
- (vi) I am aware that there is no fee charged for registering as an independent business distributor.
- (vii) I understand that this Agreement is valid for a period of 365 days from the date of registration and issuance of the IBD Code by the Company. I will need to pay annual renewal fee upon maturity.
- (viii) While presenting the business opportunity to other prospective customers, I shall not be misleading and present the purpose of such meeting/presentation transparently and identify/introduce the Company with the products and services without any deception.

- (ix) I shall always commit and communicate as a trained and authorised by the Company and never mislead or give any unauthorised information or any competitive comparison/advantage of the products and services to the prospective customers.
- (x) I shall not unfairly denigrate any other organisation, brand or product directly or indirectly.
- (xi) I shall not abuse the trust of any individual consumer or prospect and shall respect the absence of commercial experience and shall not exploit the consumer's age, illness or lack of understandings or lack of knowledge.
- (xii) I shall not make any product claims on my own and would share the information from the official publications by the Company. When using the company's trade name, trademark, or service mark for any advertising, I shall get prior written approval from the company.
- (xiii) I shall also not alter any product content or packaging without specific written direction to do so by the company.
- (xiv) I shall not misrepresent the earning potential of this business opportunity and always transparently share documented facts.
- (xv) I shall always fulfil the customer's order for products within reasonable time frame.
- (xvi) I fully understand that I have full independence to decide to consume products and/or retail and/or introduce the products to other people to do the same.
- (xvii) I understand that the commissions can be earned by retailing the products and helping others to do the same.
- (xviii) I have no objection and I agree to the Company deducting tax at source from my actual payments to be received as per rates prescribed under the Income Tax Act or pay the same as prescribed under any other law for the time being in force or any modification thereof.
- (xix) I will be solely responsible for complying with the Income Tax, Service Tax, Sales tax/VAT levies for sales of products and services as may be applicable from time to time, arising from my activities as a IBD. Obtaining of all such licenses and registrations to run the business as a direct seller from time to time will be my responsibility. The Company will not be responsible for any deviation and violation of any such legal/statutory requirement at my end.
- (xx) I hereby confirmed and agreed that I shall be deemed to have waived my right to rescind the purchase contract automatically as per Malaysia Direct Sales Act 1993 clause 25 (2) once I have collected my order immediately or collected before the expiry of the 10 (ten) days cooling off period.
- (xxi) To ensure that we have a healthy and fair platform to work in for all, I agree to inform The Company of any violation of the rules and regulations but other IBD
- (xxii) I acknowledge and confirm that I will be, at all times, an independent, self-employed entrepreneur in relation to this Agreement as an IBD (direct seller), and will not at any time claim or represent to be an employee, agent, partner or joint venture of the Company nor will I claim any benefits accruing to the employees of the Company.
- (xxiii) I agree to indemnify the company or its affiliation and the company directors, shareholders, officers, employees and agent and hold them harmless, from any and all liabilities including judgement, civil penalties, refunds, attorney fees, court cost or loss of business incurred by the company as a result of the IBD's unauthorized representations or action. This indemnity shall be valid even after the termination of the IBD Agreement.
- (xxiv) I confirm that the information set forth is accurate to the best of my knowledge and belief and I have read, understood and hereby agree to the terms and conditions in my vernacular language through myself/my lawyer as mentioned in this document and those prevalent/updated on the Company's Website, a copy of which has been made available to me by my sponsor.
- (xxv) While I remain as a IBD of the company, I confirm and agree to abide by such terms and conditions modified or amended by the said Company from time to time.

- (xxvi) I accept the right of the Company to reject this application for registration at its absolute sole discretion, without specifying any reasons thereof.
- (xxvii) I further declare that I am not a terrorist or in the blacklist declared by the Authority in my country.

Applicant

Sponsor

Full Name:

Full Name:

Identity Card No. / Passport No:

Identity Card No. / Passport No:

Signature for acceptance

Signature for acceptance

Date

Location

Code of Ethics, Code of conduct and Compliance of code

Code of Ethics

Phyto Science Sdn Bhd sets the highest standards of ethics commensurate with current global industry standards governing the conduct of our Corporate Executive Team, our Independent Business Distributors (IBDs), as well as our relationship with other Direct Selling companies.

As a self-regulatory measure, the Company and the Independent Business Distributors (IBD) shall adhere to the following Codes during their interactions and dealings with the respective stakeholders:

- Code of Conduct vis-à-vis Consumers Protection
- Code of Conduct vis-à-vis the Company and the IBD
- Code of Conduct vis-à-vis the Direct Selling Companies

Code of Conduct vis-à-vis Consumers Protection

The Company is a consumer-oriented organization which offers its products for the benefit of the consumer.

In order to uphold the consumer interests, the IBDs shall follow the below-mentioned guidelines:

Failure to do so could result in termination of the IBD agreement and possible legal action:

- IBDs shall not, at any time, use any fraudulent, misleading, deceptive or unfair sales practices.
- During the sales presentation, the IBDs shall use only company-provided promotional literature.
- At the initiation of the sales presentation, the IBDs shall, without request, truthfully and clearly identify themselves; the identity of the Company; the nature of the Products; and the purpose of their solicitation to the prospective Consumers
- IBDs shall offer Consumers accurate and complete Product explanations and demonstrations (if applicable) regarding price and, if applicable, terms of payment, including non-returnable/exchangeable policy after-sales service; and delivery dates.
- IBDs shall give correct and satisfactory answers to all questions raised by the prospective Consumers.
- To the extent claims are made with respect to Product efficacy, the IBDs shall make only those verbal or written product claims that are authorized and published on official website/literature published of/by the company.
- The IBDs shall not use any testimonial or endorsement, which is unauthorized by the Company; untrue; obsolete; or otherwise inapplicable and unrelated to the offer or used in any way likely to mislead the Consumer.

- The IBDs shall not use Product comparisons, which are misleading. All such comparisons shall be based on substantiated facts provided by the company.
- The IBDs shall not unfairly denigrate any company, business or Product, directly or by implication.
- The IBDs shall not take unfair advantage of the goodwill attached to the trade name and symbol of another company, business or product.
- The company reserve the right not to accept products sold. Once sold, it is also not exchangeable or return
- In case the IBDs wish to communicate with the Consumers via telephone, all such contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. If the Consumer requests, the IBD shall immediately discontinue a demonstration or sales presentation.
- The IBDs shall maintain confidentiality and secrecy with respect to the private information provided by a Consumer or a prospective Consumer.
- The IBDs shall:
 - (i) respect the lack of commercial experience of Consumers;
 - (ii) not abuse the trust of individual consumers;
 - (iii) not exploit a Consumer's age, illness, lack of understanding or unfamiliarity with a language;
 - (iv) not induce a person to purchase goods or services based upon the representation to the effect that a Consumer can reduce or recover the purchase price by referring prospective customers to the IBDs for similar purchases, if such reductions or recovery are contingent upon some uncertain, future event.
- IBDs shall respect and follow the policies and procedures, issued by the Company from time to time governing the conduct of the IBDs and observing them as a guide to the business.
- Further, the IBDs shall teach and help their downlines by teaching them the policies and procedures, issued by the Company from time to time governing the conduct of the IBDs.

Code of Conduct Applicable vis-à-vis Company and the IBD

- The Company shall not use misleading, deceptive or unfair introduction practices in its interaction with prospective or existing IBDs.
- All the information provided by the Company to the prospective or existing IBDs concerning the business opportunity and related rights and obligations shall be accurate and complete.
- The Company shall not make any non-verifiable representation to a prospective IBD or make any promise that cannot be fulfilled.

- The Company shall not present the advantages of the business opportunity to any prospective IBD in a false or deceptive manner.
- The Company shall provide IBDs through member's section periodic accounts concerning sales, commissions/bonuses. In this regard, all monies due shall be paid and any withholdings made in a commercially reasonable manner within a reasonable period of time.
- The Company shall not misrepresent the actual or potential sales or earnings of the IBDs. Any earnings or sales representations made shall be based upon documented facts.
- The Company shall provide to the IBDs thru company's official website regarding its policies and procedures which contains all essential details of the relationship between the IBDs and the Company.
- The Company shall not require prospective IBDs to assume, entrance fees/enrollment fees/registration fees, or other fees related solely to the right to participate in the Company's distribution system.
- The Company shall not allow IBDs to sell any literature to their downlines.
- When required, the Company shall provide adequate training to enable IBDs to operate ethically.

Code of Conduct Applicable Vis-à-vis Other Direct Selling Companies

- The Company and the IBDs shall conduct its activities in the spirit of fair competition towards other direct selling companies.
- The Company does not encourage the IBD to entice or solicit IBDs of another direct selling company.
- The Company shall not unfairly denigrate nor allow its IBDs to unfairly denigrate another company's products, its compensation or sales and marketing plan or any other feature of another company.

Code of Ethic – FOR INTERNAL CIRCULATION FOR IBD ONLY

- The Company shall publicize this Code of Ethics to its IBDs and consumers through its official corporate website.
- For the compliance of this Code of Ethics, the Company shall appoint a person or body as Code Administrator, who/which shall:
 - (i) monitor Company's observance of this Code and upholding the Policies and Procedures by appropriate actions,
 - (ii) be responsible for complaint handling,
 - (iii) frame a set of rules outlining the process of complaint resolution,
 - (iv) settle any unresolved complaints of Consumers based on breach of the Code.

- The Code Administrator shall be empowered to recommend one or more of the following remedial actions in case of breach of this Code:
 - (i) cancellation of orders,
 - (ii) return of Products purchased,
 - (iii) refund of payments,
 - (iv) issuing warnings to IBDs or the Company,
 - (v) cancellation or termination of IBDs' contracts or other relationships with the Company.

- The Company and the Code Administrator shall establish, publicize and implement complaint handling procedures to ensure prompt resolution of all complaints.

Process of Complaint Filing and Redressal:

- In case any individual or entity has any grievance against the Company or any of its IBDs, the first step should be to try to resolve the matter directly with the individual(s) or the Company.
- The complaint should be in writing to info@icrystalcell.com , and should include the following information:
 - i. The date and details of the incident;
 - ii. The contact details of the parties involved;
 - iii. The section of the Code of Conduct/Ethics and Policies and Procedures that you believe has been violated;
 - iv. A description of the efforts you have made to resolve the matter;
 - v. The cost of the product involved, if relevant, including invoices or other supporting documents;
 - vi. A description of the actions the other parties have made to resolve the matter;
 - vii. The current status of the complaint;
 - viii. The remedy you believe should be applied.

In case your complaint is not resolved within 30 days of your written complaint, please write and post to Phyto Science HQ at Bangi office to the attention of compliance/complaint department

Note: this is a part of the Policy & Procedure document. Please check www.iphytoscience.com for updated policies.

The Company - STATEMENT OF POLICIES and PROCEDURES

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GLOSSOMY OF TERMS

SECTION 1 - INTRODUCTION

1.1 - Policies and Sales Incentive and Rewards Program Incorporated into IBD Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of 'The Company' are incorporated into, and form an integral part of, The Company's IBD Agreement. Throughout these Policies, when the term 'Agreement' is used, it collectively refers to the IBD membership application/business entity application and Agreement, these Policies and Procedures, The Company Sales Incentive and Rewards Program. These documents are incorporated by reference into The Company IBD Agreement (all in their current form and as amended by The Company). It is the responsibility of each IBD (and/or applicants) to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new IBD, the sponsoring IBD should confirm that the applicant has online access/hard copy to and has reviewed the most current version of these Policies and Procedures and the Company Sales Incentive and Rewards Program prior to his or her execution of the IBD Agreement (Individuals and Business entity).

1.2 - Purpose of Policies

The Company is a direct selling company that markets its products and services through Independent Business distributors (hereafter 'IBD' or 'IBDs'). It is important to understand that your success and the success of your fellow IBDs depends on the integrity of the men and women who market the company's products and services. The Company has established this Agreement to clearly define the relationship that exists between IBDs and the Company and to explicitly set a standard for acceptable business conduct.

The Company's IBDs are required to comply with all of the terms and Conditions set forth in the Agreement which the Company may amend at its sole discretion for the benefit of customers, IBD's and the company from time to time. These changes are made in compliance with the changes made in the local law governing the business.

Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an Independent Contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or from the company.

1.3 - Changes to the Agreement

The Company reserves the right to amend the Agreement and the prices of the products and services in its sole and absolute discretion. By signing the IBD Agreement, an IBD agrees to abide by all amendments or modifications that the Company elects to make. Amendments shall be effective 7 calendar days after publication of notice on POPUP or though members' website in the form of notice to all IBDs that the agreement has been modified. Notification of amendments shall be published in Company's official materials. The Company shall provide or make available to all IBDs a complete copy of the amended provisions by one or more of the following methods:

- (1) posting on the Company's official website;
- (2) electronic mail (e-mail);
- (3) inclusion in Company periodicals; or
- (4) special mailings.

The continuation of an IBD's business or an IBD's acceptance of bonuses or commissions as per the Sales incentive and rewards program constitutes acceptance of any and all amendments.

1.4 - Delays

The Company 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, natural disasters, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, force majeure or government decrees or orders.

1.5 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

1.6 - Waiver

No party (IBD and the company) gives up its right to insist on compliance with the agreement and with the applicable laws governing the conduct of a business. No failure of a party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party. No custom or practice of the parties at variance with the terms of the Agreement shall constitute a waiver of a party's right to demand exact compliance with the Agreement. Waiver can be effectuated only in writing by an authorized representative of the party against whom the waiver is sought to be enforced. A party's waiver of any particular breach shall not affect or impair its rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other IBD.

The existence of any claim or cause of action against a party shall not constitute a defense to the other party's enforcement of any term or provision of the Agreement.

SECTION 2 - BECOMING AN IBD

2.1 - Requirements to become an IBD

To become an IBD, each applicant must:

- a) 18 years or older or the age of majority.
- b) Possess national registration identity card/passport/company registration document
- c) Have a valid Tax ID number (if possible),
- d) Submit / upload a properly completed IBD Membership Application and Agreement, in hard copy and online format along with supporting documents as required.
- e) When enrolling, the First and Last name fields must contain the first and last name of the IBD who is enrolling.

2.2 - IBD Benefits

Once an IBD Membership Application and Agreement has been accepted by the Company, the benefits of the Sales Incentive and Rewards Program and the IBD Agreement are available to the new IBD. These benefits include the right to:

- a) Sell and solicit orders for the Company products;
- b) Participate in the Company Sales Incentive and Rewards Program (receive bonuses and commissions, if eligible);
- c) Enroll other individuals into the business and thereby build a marketing organization and progress through the Sales Incentive and Rewards Program, if qualified.
- d) Receive periodic Company's literature and other Company's communications and have access to the company's online sales and business tools. (If eligible)
- e) Participate in the Company-sponsored support, service, training, motivational and recognition functions upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programs sponsored by the company for its IBDs.

2.3 - Term and Renewal

The term of the IBD Agreement is 365 days from the date of its acceptance by the company (subject to prior termination or reclassification pursuant to Section 10). IBDs must renew their IBD Agreement each year by paying an annual renewal fee of PSP 9.35 on or before the anniversary date of their IBD Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the IBD Agreement, the IBD Agreement will be frozen and benefits revoked. IBD can use PSP for renewal purpose.

2.4 - Company Transfer of IBDs

The Company, including but not limited to any of its affiliates and/or subsidiaries, may transfer or assign the IBD Agreement in its sole discretion. In the case that the IBD does not accept the transfer or assignment, it may provide written notice that it wishes to terminate the Agreement. In the event of such notice being provided, the termination will become effective immediately.

SECTION 3 – IBD operating procedures

3.1 - Adherence to the Sales Incentive and Rewards Program

- a) IBDs must adhere to the terms of the Sales Incentive and Rewards Program as set forth in the Company's official literature.
- b) IBDs shall not offer The Company opportunity through, or in combination with, any marketing system, program, or method of marketing other than that specifically set forth in the Company's official literature.
- c) IBDs shall not require or encourage other current or prospective Customers or IBDs to participate in the Company in any manner that varies from the program as set forth in the Company's official literature.

- d) IBDs shall not require or encourage other current or prospective Customers or IBDs to execute any agreement or contract other than official agreements and contracts in order to become an IBD.
- e) Similarly, IBDs shall not require or encourage other current or prospective Customers or IBDs to make any purchase from, or payment to, any individual or other entity to participate in the Sales Incentive and Rewards Program other than those purchases or payments identified as recommended or required in company's official literature.

3.2 - Advertising

3.2.1 - General

All IBDs shall safeguard and promote the good reputation of the Company and its products. The marketing and promotion of The Company, the Sales Incentive and Rewards Program, and the Company products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and services, and the tremendous opportunity the Company offers, IBDs must use the sales aids and support materials produced or approved by the Company. The rationale behind this requirement is simple. If The Company IBDs were allowed to develop their own sales aids and promotional materials, notwithstanding their integrity and good intentions, there is a high likelihood that they would unintentionally violate any number of statutes or regulations affecting The Company's business. These violations, although they may be relatively few in number, would jeopardize the opportunity for all IBDs.

Accordingly, IBDs must submit all proposed sales aids, lead generation systems, promotional materials, advertisements, and other literature to the company for approval to info@icrystalcell.com. Unless the IBD receives specific written approval to use such tools, the request shall be deemed denied. Independently produced websites are not permitted unless approved by the company.

The Company further reserves the right to deny approval for any sales tools, promotional materials, advertisements, or other literature, and IBDs waive all claims for damages or remuneration arising from or relating to such rescission.

3.2.2 - Domain Names and Email Addresses

IBDs may not use or attempt to register any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain or replicated website name. Nor may IBDs incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address. If any IBD owns or otherwise controls domain names or email addresses related to the Company business or its products and services, Company reserves the right to require the IBD to transfer ownership and control to Company at the cost IBD paid for such domain names or email addresses.

3.2.3 - Trademarks and Copyrights

The Company will not allow the use of its trade names, trademarks, designs, or symbols by any person, including The Company IBDs, without its prior written permission. IBDs may not produce for sale or distribution any recorded Company events and speeches without written permission from The

Company nor may IBDs reproduce for sale or for personal use any recording of Company-produced audio or videotape presentations.

3.2.4 - Media and Media Inquiries

The Company Independent IBDs are not authorized to speak to any media source, including but not limited to radio, television, reporters for newspapers, magazines, advertisement outlets, or bloggers. IBDs must not attempt to respond to media inquiries regarding and on behalf of the Company, its products or services, or their business. All inquiries by any type of media must be immediately referred to the Company Public Relations Department at info@icrystalcell.com. The Company PR Department will review the media referral and decide whether or not we will corporately proceed. This policy is designed to assure that accurate and consistent information and a proper public image are provided to the public.

IBDs may not utilize media outlets for advertising, distribution or promotion of The Company products or opportunity without the express written consent of the Company's Public relation or the Compliance Departments.

The Company does not allow use of pictures from celebrities indicating use of The Company products or the making of claims on images that are not your own.

3.2.5 - Unsolicited Email

The Company does not permit IBDs to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations. Any email sent by a IBD that promotes the Company, the Company opportunity, or the Company products must comply with the following:

- a) There must be a functioning return email address to the sender.
- b) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address or to request that future email solicitations/ correspondence not be sent to him or her (a functioning 'opt-out' notice).
- c) The Company may periodically send commercial emails on behalf of IBDs. By entering into the IBD Agreement, IBD agrees that the company may send such emails and that the IBD's physical and email addresses will be included in such emails as outlined above. IBDs shall honor opt-out requests generated as a result of such emails sent by the Company.

3.2.6 - Unsolicited Faxes

Except as provided in this section, IBDs may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of the Company businesses. The term 'automatic telephone dialing system' means equipment which has the capacity to:

- (a) store or produce telephone numbers to be called, using a random or sequential number generator; and
- (b) to dial such numbers.

The term 'unsolicited faxes' means the transmission via telephone facsimile of any material or information advertising or promoting

The Company, its products, the Sales Incentive and Rewards Program or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax:

- (a) To any person with that person's prior express written invitation or permission; or
- (b) To any person with whom the IBD has an established business or personal relationship. The term 'established business or personal relationship' means a prior or existing relationship formed by a voluntary two-way communication between a IBD and a person, on the basis of:
 - (i) an inquiry, application, purchase or transaction by the person regarding products offered by such IBD; or
 - (ii) a personal or familial relationship, which relationship has not been previously terminated by either party.

3.2.7 - Print Classified Ads

Some IBDs 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 promised.
- c) Advertisements must contain no misleading facts or distortions of the opportunity or product line.
- d) You must state that the opportunity is for an "Independent IBD for Phyto Science Sdn Bhd
- e) An IBD may request the company to provide the approved templates and content for the same.

3.3 - Bonus Buying Prohibited

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

- (a) The enrollment of individuals or entities without the knowledge of and/or execution of an IBD Application and Agreement by such individuals or entities;
- (b) The fraudulent enrollment of an individual or entity as a IBD or Customer;
- (c) The enrollment or attempted enrollment of non-existent individuals or entities as IBDs or Customers ('phantoms');
- (d) Purchasing excessive amounts of goods or services that cannot reasonably be used or resold in two month;
- (e) Attempt to cross sponsor or re-enroll an existing customer or IBD; or
- (f) Any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user or consumers.

3.4 - Business Entities

A corporation including a Proprietorship, limited liability partnership (LLP), partnership and private limited (collectively referred to in this section as a 'Business Entity') may apply to become an IBD by submitting the required documents (these documents are collectively referred to as the 'Entity Documents') to The Company, along with a properly completed IBD Application and Agreement. If an IBD enrolls online, the Entity Documents must be submitted to the Company within 60 days of the online enrollment. (If not received within the 60-day period, the IBD Agreement shall automatically freeze i.e. cannot access to system) Members of the entity are jointly and severally liable for any indebtedness or other obligation to The Company.

To prevent the circumvention of Section 3.28 (regarding transfers and assignments of a The Company business), if an additional partner, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original IBD Application and Agreement. If the original IBD wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 3.28. If this process is not followed, the business shall be terminated upon the withdrawal of the original IBD. All bonus and commission cheques will be sent or transferred to the address of record of the original IBD.

The Company may, at its discretion, require notarized documents before implementing any changes to the company business of individuals or business entities. Please allow thirty (30) days after the receipt of the request by the Company for processing.

3.4.1 - Changes to a Business Entity

A Company business may change its status under the same sponsor from an individual to a Proprietorship, Partnership, LLP or Private limited or from one type of entity to another (including individual). There is a RM100 fee for each change requested, which must be included with the written request and the completed IBD Application and Agreement. Such changes are effective once the form is submitted, processed and approved. In addition, IBDs operating their Company businesses utilizing a business entity must notify the company of the addition or removal of any officers, directors, shareholders, managers, members or business associates of the business entity within 7 days of the incident.

3.5 - Change of Sponsor/referral/up line

To protect the integrity of all Marketing Organizations and safeguard the hard work of all IBDs, The company strictly prohibits changes in sponsorship. In view of this, IBD may not change marketing organizations, sponsorships, or leadership level with the Company. Maintaining the integrity of sponsorship is critical for the success of every IBD and Marketing Organization.

3.6 - Unauthorized Claims and Actions

3.6.1 - Indemnification

An IBD is fully responsible for all of his or her verbal and written statements made regarding the Company products, services, and the Sales Incentive and Rewards Program, which are not expressly contained in official materials.

IBDs agree to indemnify the Company and the Company directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the¹⁸ Company as a result of the IBD's unauthorized

representations or actions. This provision shall be valid even after the termination of the IBD Agreement.

3.6.2 - Product Claims and Testimonials

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by The Company may be made except those contained in company's official literature. In particular, no IBD may make any claim that company products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Such claims violate The Company policies. Company products may only be advertised and used according to the label specifications at the specified dosage. Unless the label specifically states that the product is suitable for children, Company products are to be used by adults only.

Testimonials must receive written approval from the Company's corporate Compliance Department before being posted or published in any forum. For approvals, IBD's can forward this request to : info@icystalcell.com

3.6.3 - Income Claims and the Income Disclosure Statement

When presenting The Company business or discussing the Sales incentive and rewards program with a prospective IBD, or if a IBD makes an income representation to a prospective IBD, the IBD must provide the prospect with a copy of the official Income Disclosure Statement (the "IDS").

The terms 'income representation and/or 'earnings representation' (collectively 'income claim') include:

- (1) Statements that a specific amount of income has been or may be achieved,
- (2), statements that, although not specifically stating a given income level has been or may be achieved, imply that such income is possible,
- (3) Statements of earnings ranges,
- (4) Income testimonials,
- (5) Lifestyle claims, and
- (6) Hypothetical claims. Examples of 'statements of non-average earnings' include,
"Our number one IBD earned RMXXX last year" or "Our average (rank) makes RMXXX per month."
An example of a 'statement of earnings ranges' is "The monthly income for (rank) is RM XXX on the low end to RM. YYY on the high end."

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of 'opportunity' or 'possibility' or 'chance.' Claims such as "The income exceeded my salary after six months in the business," or "Our business has allowed my wife to come home and be a full-time mom" also fall within the purview of 'lifestyle' claims.

A hypothetical income claim exists when you attempt to explain the operation of the Sales Incentive and Rewards Program through the use of a hypothetical example. Certain assumptions are made regarding the:

- (1) number of IBDs sponsored
- (2) number of downline IBDs,
- (3) average product volume per IBD, and
- (4) total organizational volume.

Running these assumptions through the Sales Incentive and Rewards Program yields income figures, which constitute income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective IBD or IBDs in which the Sales Incentive and Rewards Program is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS.

Copies of the IDS may be printed or downloaded without charge from the corporate website at member's website sales incentive & reward section www.iphytoscience.com

3.7 - Commercial Outlets

In general, IBDs may not sell the company's products from a commercial outlet, nor may IBDs display or sell the company products or literature in any retail establishment.

3.8 - Trade Shows, Expositions and Other Sales Forums

IBDs may display and/or sell The Company products at trade shows and professional expositions in Malaysia or any other part of the world where the IBD has its presence.

The Company policy is to authorize only one business (1 IBD) per event. Company recommends registering under the name "Phytoscience Independent Business distributor" and inquiring if there are any other registrants using that name. The Company further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the Company opportunity. No IBD may sell or promote the Company's products or business opportunity at swap meets, garage sales, flea markets or farmers' markets, haat or village markets as these events are not conducive to the professional image that the company wishes to portray.

When attending an event, you must adhere to the following policies relative to participation in temporary sales forums:

- a) Only one company booth is allowed per show or event. It is your responsibility to check with the show manager/promoter to ensure there are no other IBDs contracted before your contract for space.
- b) Only current and active IBDs are authorized to contract for booth space exhibiting the Company products. The contract is between the IBD and the Event organizer. The Company is not, and may not be made, a party to a contract between you and an event organizer.
- c) You must also write on the contract, or in a cover letter you attach to the contract, that the Company has a one-booth-per-show policy and that, in making the show or event manager aware of our policy, you are asking in writing that the show not allow other IBDs to display or sell the company products.
- d) Company products and opportunity are the only products or opportunity that may be offered by IBD at the trade show. Only Company-produced or approved marketing materials may be displayed or distributed.

e) Ensure that the IBD does not portray him/herself as a representative of the company.

3.8.1 - Double-Bookings Dispute Resolution

In the event of a double-booking, the IBD with a valid/signed contract and proof of payment from the event company with the earliest date will be allowed to do the event if:

- a. The application has been filled out completely and accurately as per the Company policies; and
- b. The second applicant was aware that there was a company booth already contracted and paid, but the second applicant signed up anyway.

Not all shows follow the same policies regarding multiple vendors from the same company at their events. Some event managers will knowingly double-book because their policies do not limit the number of vendors from any one company. In the event there is a double-booking, and both parties filled out applications appropriately, made the event manager aware of company policy to only have one vendor per show, and were unaware of the other IBD, there are four options:

1. Both IBDs agree to do a separate booth at the same show.
2. Ask the event promoter to have the second contracted IBD removed from the show. (This will only work if you have followed the procedure to inform the manager of the company policy of only allowing one booth per show in writing, AND if they are willing to cooperate.)
3. Request that the event manager refund your money. (This will also only work if you have followed the procedure to inform the manager of our policy of only allowing one booth per show.)
4. Work with the other IBD to come up with an equitable agreement to do the show together in a single booth and request a refund from the event manager for one of the booths.

If a dispute arises between you and another IBD regarding engagements at a temporary sales forum, it is your responsibility to first attempt to reach an equitable resolution with the other IBD, and then involve your respective up line to resolve the issue. If the up line cannot reach a resolution, AND one or both of the IBDs involved are out of compliance with the company policies listed above, they should contact The Company's Compliance Department to review the situation by emailing info@iphytoscience.com. At no time will The Company be liable for incurred expenses including, but not limited to, booth fees, travel, lodging, meals, etc.

3.9 - Conflicts of Interest

3.9.1 - Non-Solicitation

The IBDs are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively known as 'direct selling') except with direct selling companies having similar products. However, during the term of this Agreement, IBDs are discouraged to directly or indirectly recruit other IBDs or customers for any other direct selling business.

3.9.2 - Sale of Competing Goods or Services

IBDs must not sell, or attempt to sell, any competing non-company programs, products or services. Any program, product or service that is offered through direct selling in the same generic categories as The

Company products or services is deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors.

3.9.3 – IBD Participation in other Direct Selling Programs

If an IBD is engaged in other direct selling programs, it is the responsibility of the IBD to ensure that his or her business is operated entirely separate and apart from any other program in which the IBD participates. To this end, the following must be adhered to:

- a) The IBD shall not display the company promotional materials, sales aids, and products or services with or in the same location as any non-company promotional materials, sales aids, products or services. Notwithstanding the foregoing, IBDs may post company' products on social media sites along with non-company products so long as the non-company products are not the products of another direct selling business.
- b) The IBD may not offer the Company opportunity, products or services to prospective or existing Customers or IBDs in conjunction with any non- company program, opportunity, product or service.
- c) The IBD may not offer any non- company opportunity, products, services, or opportunity at any company-related meeting, seminar or convention, or within two hours and a five kilometer radius of the Company event. If the company meeting is held telephonically or via the Internet, any non-company meeting must be at least two hours before or after the company meeting, and on a different conference telephone number or Internet web address from the company meeting.

3.9.4 – Downline Activity (Genealogy) Reports

Downline Activity Reports are available for IBD access and viewing at the member's website section of the Company website. Access to online Downline Activity Reports is password protected. Furthermore, access to a Downline Activity Report is a privilege and not a right.

The Company reserves the right to suspend an IBD's access to a Downline Activity Report. All downline activity reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to the Company. Downline Activity Reports are provided to IBDs in strictest confidence and are made available to IBDs for the sole purpose of assisting IBDs in working with their respective marketing Organizations in the development of their business. IBDs should use their downline activity reports to manage their downline IBDs. The IBD and the company agree that, but for this agreement of confidentiality and nondisclosure, the company would not provide Downline Activity Reports to the IBD. If an IBD (on his or her own behalf, or on behalf of any other person or entity):-

- a) Directly or indirectly use or disclose any information contained in any Downline Activity Report or in the Members Website Section to any third party;
- b) Directly or indirectly disclose the password or other access code to his or her Members Website Section;
- c) Use the information contained in any Downline Activity Report or Members Website Section to compete with the company or for any purpose other than promoting or supporting his or her business; or

d) Recruit or solicit any IBD or Customer listed on any Downline Activity Report or in the Members Website Section, or in any manner attempt to influence or induce any IBD or Customer to alter their business relationship with the Company.

Upon demand by the Company, any current or former IBD will return the original and all copies of Downline Activity Reports or other information to the Company.

3.10 - Targeting Other Direct Sellers

The Company does not condone IBDs specifically or consciously targeting the sales force of another direct selling company to sell the Company products or to become IBDs for the Company, nor does the Company condone IBDs' solicitation or enticement of members of the sales force of another direct selling company to violate the terms of their contract with such other company. Should IBDs engage in such activity, they bear the risk of being sued by the other direct selling company. If any lawsuit, arbitration or mediation is brought against a IBD alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, The Company will not pay any of IBD's defense costs or legal fees, nor will the Company indemnify the IBD for any judgment, award, or settlement.

3.11 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. 'Cross-sponsoring' is defined as the enrollment of an individual or entity that already has a current Customer or IBD Agreement on file with the company, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship or leadership level sponsors. The use of a spouse or relative's name, trade names, assumed names, corporations, partnerships, trusts, fictitious ID numbers or any straw man or other artifice to circumvent this policy is prohibited. IBDs shall not demean, discredit or defame other IBDs in an attempt to entice another IBD to become part of the first IBD's Marketing Organization. This policy shall not prohibit the transfer of the Company business in accordance with Section 3.26.

If cross sponsoring is discovered, it must be brought to the company's attention immediately. The Company may take disciplinary action against the IBD that changed organizations and/or those IBDs who encouraged or participated in the cross- sponsoring. The Company may also move all or part of the offending IBD's Marketing Organization to his or her original Marketing Organization if the Company deems it equitable and feasible to do so. However, The Company is under no obligation to move the cross- sponsored IBD's Marketing Organization and the ultimate disposition of the organization remains in the sole discretion of the Company. IBDs waive all claims and causes of action against the company arising from or relating to the disposition of the cross-sponsored IBD's Marketing Organization.

3.12 - Errors

If an IBD believes any errors have been made regarding commissions or bonuses, the IBD must notify The Company in writing via email to info@iphytoscience.com within 7 days of the date of the alleged error or incident in question. The Company will not be responsible for any errors, omissions or problems not reported to the Company after this date.

3.13 - Governmental Approval or Endorsement

IBDs shall not represent or imply that the Company or its Sales Incentive and Rewards Program have been 'approved' or 'endorsed' by any government agency.

3.14 – Withholding Applications

IBDs must not manipulate enrollments of new applicants.

All new IBD Membership Applications and Agreements must be sent to the Company within 72 hours from the time they are signed by an applicant or placed by a Customer, respectively.

If new IBD discovered his registration is not effected after 72 hours he should report to company for further investigation. This can be done thru info@icystalcell.com

3.15 - Identification

All IBDs are required to provide their identity details to the Company through the IBD Membership Application and Agreement. Upon enrollment, the Company will provide a unique IBD Identification Number and username to the IBD by which he or she will be identified.

This number or username will be used to place orders and track commissions and bonuses.

3.16 - Income Taxes

Each IBD is responsible for paying to the Authority, any local, state and central taxes on any income generated as an Independent IBD.

Every year, the company will provide earnings information to all agencies/authority in accordance with the legal obligations and compliant auditing and reporting practices.

3.17 - Independent Contractor Status

IBDs are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between the Company and its IBDs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IBD. IBDs shall not be treated as an employee for his or her services or for central or state tax purposes. All IBDs are responsible for paying local, state, and central taxes including but not limited to Income tax, Service tax, Professional tax, etc. due from all compensation earned as a IBD of the Company. The IBD has no authority (expressed or implied), to bind the Company to any obligation. Each IBD shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the IBD Agreement, these Policies and Procedures, and applicable laws.

The name of the company and other names as may be adopted by the company are proprietary trade names, trademarks and service marks of the company. As such, these marks are of great value to the company and are supplied to IBDs for their use only in an expressly authorized manner.

Use of the Company name on any item not produced by the Company is prohibited, except as follows:

[IBD's Name] Independent Business Distributor

All IBDs may list themselves as an Independent Business distributors of the Company® in the white or yellow pages of a telephone or online directory under their own name. No IBD may place telephone directory display ads using the Company' name or logo.

IBDs may not answer the telephone by saying "Phytoscience", "Phytoscience Trend Makers Private Limited", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of the Company.

3.18 - Insurance

The IBDs may arrange insurance coverage for the business. Please contact the insurance companies to understand the General liability insurance.

3.19 - International Marketing

The Company allows the resale of the Company products and services, and the presentation of the Company business to prospective Customers and IBDs and those other countries, except India, that the Company has announced are officially opened for business. However, IBD who wish to enroll prospective IBD, conduct sales or attempt to promote the company's opportunity in an unauthorized territory do so at their own risk. The company will not be responsible for any adverse consequence or legal complication arising from such action.

3.20 - Inventory Loading

IBDs must never purchase more products than they can reasonably use or sell to retail Customers in two month and must not influence or attempt to influence any other IBD to buy more products than they can reasonably use or sell to retail Customers in two month.

3.21 - Adherence to Laws and Ordinances

IBDs shall comply with all central, state, and local laws and regulations in the conduct of their businesses. Many cities and states have laws regulating certain home-based businesses.

IBDs must obey to laws that apply to them. If an official from the government agency tells an IBD that an ordinance applies to him or her, the IBD shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of the Company (info@icrystalcell.com). In many cases, there may be exceptions to the ordinance that may apply to the company's IBDs.

3.22 - Minors

A person who is recognized as a minor in his/her state of residence will not be allowed to be an IBD. IBDs shall not enroll minors.

3.23 - One Membership Per Person

To promote ethical business practices, the company permits an individual to have one position in the marketing structure, which means one individual with one identity can only have one identity number/user name with the company.

3.24 - Requests for Records

Any request from an IBD for copies of invoices, Applications, Downline Activity Reports, or other records, the company will charge a minimum fee of RM10 per request. Any request for pages exceeding 10 pages, additional charges of RM2 per copy will be imposed per page. This fee does not covers the expense of mailing. For checking of bonus calculation, a fee of RM100 will be imposed.

3.25 - Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of an IBD's business, no IBD moves up, but the volume will compress for commission purposes. For further details refers to the company's Sales Incentive and Rewards Program.

3.26 - Separation of IBD's Business

The Company IBDs sometimes operate their businesses as husband-wife partnerships, LLP's, partnerships, or private limited. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as 'entities') may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide this for the best interests of other IBDs and the company within 3 months of separation, the company has the discretion to terminate the IBD Agreement without further notice.

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

- a) One of the parties may, with consent of the other(s), operate the company business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize the company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate the company business jointly on a 'business-as-usual' basis, whereupon all compensation paid by the company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will the company split commission and bonus payments between divorcing spouses or members of dissolving entities.

The Company will recognize only one Marketing Organization and will issue only one commission payment per business per commission cycle. Commission payments shall always be issued to the same individual or entity.

In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the IBD Agreement shall be terminated by the Company.

If a former spouse has completely relinquished all rights in the original business pursuant to a divorce, he or she is thereafter free to request the company to enroll under the original IBD after six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a IBD. In either case, the former spouse or business affiliate shall have no rights to any IBDs in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new IBD.

3.27 – Prospective IBD

All active IBDs in good standing have the right to enroll others into the business. Each prospective Customer or IBD has the ultimate right to choose his or her own introducer. If two IBDs claim to be the introducer of the same new IBD or Customer, the company shall regard the new application made by the new IBD received by the company as final. When such application is received by the company a notification will be sent of the new application and the sponsor concurrently.

3.28 - Succession

Upon the death or incapacitation of an IBD, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the company to ensure the transfer is proper. Our company's policy rank priority for succession as follow:-

- a) Nominee as per application form
- b) Will of the IBD (death or incapacitation)
- c) The common law practice

The IBD should consult the attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever the company business is transferred by a will or other testamentary process, the beneficiary acquire the right to collect all bonuses and commissions of the deceased IBD's marketing organization provided the following criteria are fulfilled:-

The successor(s) must:

- a) Complete and execute an IBD Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased IBD's status.
- d) crossed the age of 18 years.

Bonus and commission payments of the company business transferred pursuant to this section will be paid by a single name. The nominee must provide the company with an 'Address of record' and bank details to which all bonus and commission will be sent. If the business is bestowed to joint devisees (inherit, or through will), they must form a business entity. The Company will issue all bonus and commission payments to the business entity after due diligence.

3.29 - Transfer Upon Death of a IBD

To effectuate a testamentary transfer of the Company business, the Personal Representative or Executor of the Estate of the deceased IBD must provide all necessary documentation to establish a successor or successors' right to the subject "The Company business". The successor or successors must complete and execute a IBD Agreement and meet the other requirements set forth in Section 3.28.

3.30 – Transfer Upon Incapacitation of an IBD

To effectuate a transfer of the Company business because of incapacity, the Trustee of the incapacitated IBD must provide all necessary documentation to establish the right of the subject Trust and Trustee to the subject The Company business. The Trustee must, on behalf of the Trust, complete and execute a IBD Agreement and meet the other requirements set forth in Section 3.28.

3.31 – Member’s Website Access

The Company makes online member’s website on company’s website, available to its IBDs. Member’s section provides IBDs access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IBD’s business and to increase sales of the company products. However, access to a member’s section is a privilege, and not a right. The Company reserves the right to deny IBDs’ access to the member’s section at its sole discretion.

SECTION 4 - RESPONSIBILITIES OF IBD

4.1 - Change of Contact Information

To ensure timely delivery of products, support materials, and commission payments, it is critically important that all information in the company files are current. Postal including post codes are required for delivery service. IBDs should update their mailing address, email address and telephone number information via the member’s section should be there be any changes.

To guarantee proper delivery, two weeks advance notice must be provided to the company on all amendment.

4.2 - Continuing Development Obligations

4.2.1 - Ongoing Training

Any IBD who sponsors another IBD into the company must perform a bona fide assistance and training function to ensure that his or her marketing organization is properly operating his or her business. IBDs must have ongoing contact and communication with the IBDs in their Marketing Organizations.

Examples of such contact and communication may include, but are not limited to: Newsletters, written correspondence, personal meetings, telephone contact, electronic mail, and the accompaniment of downline IBDs to the Company meetings, training sessions, and other company organized events.

Up line IBDs are also responsible to motivate and train new IBDs in products, effective sales techniques, the Company Sales Incentive and Rewards Program, and compliance with Company Policies and Procedures. Communication with and the training of downline IBDs must not, however, violate Section 3.2 (regarding the development of IBD-produced sales aids and promotional materials).

Any IBD hosting organizational training calls must do so at times that does not conflict with Company corporate training or informational calls. These corporate calls are presented to allow IBDs to gain information and knowledge about the Company, the products, and sales tips, Policies and Procedures and business building and are integral to the development and success of the IBD’s business.

IBDs should monitor the IBDs in their Marketing Organizations to guard against any IBDs making improper product or business claims or engaging in any illegal or inappropriate conduct.

4.2.2 - Increased Training Responsibilities

As IBDs progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Company program. They may be called upon to share this knowledge with lesser-experienced IBDs within their organization.

4.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, IBDs have an ongoing obligation to continue to promote sales through the generation of new customers and through servicing their existing customers.

4.2.4 - Residual Income

Nothing contained in Section 4.2, 4.2.1, 4.2.2 or 4.2.3 is intended to limit or prohibit a IBD from receiving his or her organizational residual income as long as the necessities for qualifying for the same in the Sales incentive and rewards program are met.

4.3 - Non-Disparagement

The Company wants to provide customers and IBDs with the best products, IBDs with the best Sales Incentive and Rewards Program, and service in the industry. Accordingly, we value constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department via email to info@icrystalcell.com.

While the company welcomes constructive input, negative comments and remarks made in the field by IBDs about the Company, its products, the Sales incentives and Rewards program or other IBDs serve no purpose other than to sour the enthusiasm of other Company IBDs. For this reason, and to set the proper example for their Marketing Organization, IBDs must not disparage, demean, or make negative remarks about the company, other Company IBDs, Company products, the Sales Incentive and Rewards Program, or Company directors, officers, or employees.

4.4 - Providing Documentation to Applicants

IBDs must describe the location of the most current version of the Policies and Procedures and the Sales Incentive and Rewards Program to individuals whom they are enrolling to become IBDs before the applicant signs a IBD Agreement. If the individual requests a hard copy, IBDs must provide a copy of the requested material.

4.5 - General Conduct

IBDs must not engage in any activity outside of their business that may, in the Company's discretion, damage the reputation or community standing. Therefore, The Company reserves the right to terminate any IBD's Agreement and independent business if the IBD is convicted of, or pleads no contest to, any charge, or finding of liability, for any act or omission involving a claim of fraud, physical or sexual misconduct, theft, use, sales or distribution of a controlled/banned substance, or any other act or omission that involves moral turpitude or a criminal felony.

4.6 - Reporting Policy Violations

IBDs observing a Policy violation by another IBD should submit a written report of the violation directly to the attention of the Company Compliance Department via info@icrystalcell.com. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

4.7 - Vendor Confidentiality/Communications

The Company business relationships with its marketing alliances, vendors, suppliers, Company associates or former employees within or outside the corporate workplace are confidential, proprietary, and not to be circumvented by either the IBD or the vendor. A IBD shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of Company except at a Company-sponsored event at which the representative is present at the request of Company or as otherwise expressly permitted in writing by Company. Violation of this regulation may result in termination of the IBD and possible claims of damages against the IBD and/or the vendor. Questions regarding any of these business relationships should be directed to the compliance Department.

SECTION 5 - SALES REQUIREMENTS

5.1 - Product Sales

The Company Sales Incentive and Rewards Program are based on the sale of company products and services to end consumers provided the IBD are still an active member. Further IBDs must satisfy the Personal Sales Volume and Group Sales Volume (PP Product Points) requirements to fulfill the requirements associated with their rank as specified in the Company Sales Incentive and Rewards Program. Personal Sales Volume includes purchases made by the IBD for self-consumption or for sale to customers. Group Sales Volume shall include the total Sales Volume of all IBDs in his or her Marketing Organization, including the IBD's Personal Sales Volume.

5.2 - No Territory Restrictions

There are no exclusive territories granted to IBDs.

5.3 - Product Repackaging, Rebranding and Sampling Prohibited

The Company's products may not be rebranded, resold or repackaged in any way. All products must be sold and displayed using Company trademarks. No IBD shall in any way alter, change or remove the label, packaging or instructions intended by Company to accompany any product.

No sampling programs are allowed other than through Company-approved packaging. Providing Company products at meetings, get together, parties for testing purposes is exempt from this prohibition.

5.4 - Product Source

All products shall be purchased exclusively from Phyto Science Sdn Bhd and not from any other sources.

An IBD is prohibited from reselling products that have been purchased from another IBD or any other source.

SECTION 6 - BONUSES AND COMMISSIONS

6.1 - Bonus and Commission Qualifications

IBD must be active and in compliance with the Agreement (including the terms and conditions on the IBD application form, Policies and Procedures and Code of conduct/ethics) to qualify for bonuses and commissions.

So long as a IBD complies with the terms of the Agreement, The Company shall pay commissions to such IBD in accordance with the Sales Incentive and Rewards Program.

6.1.1 - Deadlines for Qualifications

The following product order deadlines apply for purposes of qualifying for compensation and /or rank in each pay cycle:

Online Orders: 23:59 hrs. Malaysia Standard Time on the final day of the package deadline (end date) provided the payment is credited in the designated Bank account of "Phyto Science Sdn Bhd".
I.e.; Clear balance reflected in company's account statement

The Company is not responsible for orders placed or amount credited in company's account after published deadlines and will not alter order data to accommodate IBDs who do not meet the deadlines or make mistakes on their orders. We encourage IBDs to place their orders early and to monitor their member's section to track (real time update) their business. It is the IBD's responsibility to make sure they are qualified. Corrections to mistakes must be made before the end of the deadline.

6.1.2 – Withdrawal Commission Payments

All commissions and bonuses are posted daily, and will be paid twice a month. The commission to be withdrawn for payment must be at least 50 point in the E-Maker and each withdrawal is subjected to an administrative fee of 2 points.

The first commission payment of the month will be paid to member's bank account on or before 10th of every month. The commission payout is for commission earned from 16th till the end of the month of the previous month.

The second commission payment of the month will be paid into members account on or before 25th of the month. This commission earned from 1st till 15th of the month.

Member must input their banking details in the system to enable the company to make such withdrawal.

SECTION 7 - PRODUCT GUARANTEES

7.1 - Product Guarantee

Since our products produce different results for different people, we do not guarantee specific results.

7.2 - After 6 months will be automatically erase and the order can't be claim out anymore.

SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 - Disciplinary Measure

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including, but not limited to, any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a IBD that, in the sole discretion of the Company may damage its reputation or goodwill (such act or omission need not be related to the IBD's business), may result, at the Company discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) Requiring the IBD to take immediate corrective measures;
- c) Imposition of a fine in an amount to be determined by company, which may be withheld from bonus and commission payments;
- d) Loss of rights to one or more bonus and commission payments;
- e) Company may withhold from an IBD all or part of the IBD's bonuses and commissions during the period that Company is investigating any conduct allegedly in violation of the Agreement. If a IBD's business is terminated for disciplinary reasons, the IBD will not be entitled to recover any commissions withheld during the investigation period;
- f) Freeze of the individual's IBD Agreement for one or more pay periods;

- g) Termination of the offender's IBD Agreement;
- h) Any other measure expressly allowed within any provision of the Agreement or which the company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBD's policy violation or contractual breach; or
- i) Cancellation or suspension of an IBD's privilege of receiving access to his or her downline activity report; or
- j) In situations deemed appropriate by Company, the Company may institute legal proceedings for monetary and/or equitable compensation.

8.1.1 – Termination/Lock/Freeze

When the IBD's account is freezed/locked, the IBD will not be able to make withdrawal from his account pending the on-going investigation. Once the IBD's account is termed terminated, the company will paid the IBD the amount he/it deserved when it was first freed. This payment will only be made after 2 months. The amount of commission/bonus cumulated after IBD's account is freezed will be treated as fine and not paid to the IBD. If the IBD is cleared of the allegation and account unfreezed, he will be able to recover all sum due to his account.

8.2 - Grievances and Complaints

When a IBD has a grievance or complaint with another IBD regarding any practice or conduct in relationship to their respective businesses, the complaining IBD should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's up line sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing via email to info@icrystalcell.com (Compliance Department) at the Company.

8.3 - Mediation

The parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the non-solicitation provision of the Agreement.

8.4 - Damage Limitation

In any action arising from or relating to the Agreement, the IBDs waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The IBDs further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the no solicitation or confidentiality provisions contained in these Policies.

8.5 - Indemnification

IBDs agree to indemnify the company for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that the company incurs resulting from or relating to any act or omission by IBD that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. The company may elect to exercise its indemnification rights through withholding any compensation due the IBD. This right of setoff shall not constitute the company's exclusive means of recovering or collecting funds due to the company pursuant to its right to indemnification.

8.6 - Liquidated Damages

In any case which arises from or relates to the wrongful termination of IBD's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the company policies stipulate that in the case of termination of a IBD's Agreement the affected IBD shall submit its claims of damage to the company for consideration within 30 days of occurrence. Failing which the opportunity for damage compensation claim shall lapsed.

Gross compensation shall include commissions and bonuses earned by the IBD pursuant to The Company's Sales Incentive and Rewards Program as well as retail profits earned by IBD for the sale of the company merchandise. However, retail profits must be substantiated by IBD.

8.7 - Class Action Waiver

Any action brought by a IBD shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis basis.

IBDs shall waive all rights to bring an action against The Company, its officers, owners, directors, franchisees, employees and agents, if such action is taken on as a class or consolidated action basis.

8.8 - Governing Law, Jurisdiction and Venue

The law of Malaysia shall govern all matters relating to or arising from the Agreement.

SECTION 9 - PAYMENT AND SHIPPING

9.1 - Returned Cheques

All cheques returned by a IBD's bank for insufficient funds will be replaced for payment. A RM50 returned cheques fee will be charged to the account of the IBD. After receiving a returned cheques from an IBD, all future orders must be paid by online transfer or cash deposit. Any outstanding balance owed to The Company by a IBD due to non-sufficient fund cheques and returned cheques fees will be withheld from subsequent bonus and commission payment.

9.2 - Restrictions on third party use of Credit Cards and current/saving bank account access

An IBD shall not permit other IBDs or Customers to use his or her credit card, or permit debits to his or her current/saving bank accounts, to enroll or to make purchases from the Company. IBDs or customers are not permitted to use a card to enroll themselves or make purchases from the Company that does not belong to them.

9.3 - Sales Taxes

The Company will collect and remit sales taxes/ VAT / GST on behalf of IBDs, as per law in force applicable on sales of products, according to applicable tax rates.

Company Responsibility:

The Company shall remit these taxes collected on behalf of the IBDs. *(if applicable)

IBD's Responsibility:

IBDs are required to pay taxes as per requirement. These include the professional tax, Income tax, Service tax (for IBDs crossing a particular turnover in a financial year. refer to the Service tax website for details), etc. on the earnings and rewards

SECTION 10 - INACTIVITY, RECLASSIFICATION & TERMINATION

10.1 - Effect of termination

So long as an IBD remains active and complies with the terms of the IBD Agreement and these Policies and Procedures, the Company shall pay commissions to such IBD in accordance with the Sales Incentive and Rewards Program. An IBD's bonuses and commissions constitute the entire consideration for the IBD's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization). Following a IBD's non-renewal of his or her IBD Agreement, termination due to inactivity, or self or termination by company of his or her IBD Agreement (all of these methods are collectively referred to as 'termination'), the former IBD shall have no right, title, claim or interest to the Marketing Organization which he or she operated, or any commission or bonus from the sales generated by the organization. An IBD whose business is terminated will lose all rights as a IBD. This includes the right to sell the Company products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the IBD's former Marketing Organization. In the event of termination, IBDs agree to waive all rights they may have, including, but not limited to, property rights to their former Marketing Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Marketing Organization.

Following a IBD's termination of his or her IBD Agreement, the former IBD shall not hold himself or herself out as the Company IBD and shall not have the right to sell the company's products or services. A IBD whose IBD Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation and resulting sanctions preceding an involuntary termination).

10.2 – Forced Termination by Company

An IBD's violation of any of the terms of the Agreement, including any amendments that may be made by The Company in its sole discretion, may result in any of the sanctions listed in Section 8.1,

including the termination by the company of his or her IBD Agreement. Termination shall be effective on the date of which written notice is mailed, emailed, faxed, or delivered to an express courier for delivery to the IBD's last known address (or fax number), or to his/her attorney, or when the IBD receives actual notice of termination, whichever occurs first.

The Company reserves the right to terminate all IBD Agreements at its discretion with justifiable reasons or government orders in the event of

- (1) cease business operations;
- (2) dissolve as a corporate entity; or
- (3) terminate distribution of its products via direct selling.
- (4) Any other justifiable reasons including Court or Government orders.

10.3 - Self Termination

A participant in this business has a right to terminate at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the IBD's signature, printed name, address, and IBD I.D. Number, username, identity card/passport via email to info@icrystalcell.com. Any commission balance earned before the anniversary date that has not yet been paid may be requested as a transfer through electronic fund transfer after deducting any tax (if applicable). This commission does not include Gift Point (GP) as GP is valued at nil. Once the IBD business is terminated, the GP cumulated will be considered revoked.

10.4 - Non-Renewal

An IBD may also self-terminate his or her IBD Agreement by failing to renew the Agreement on its anniversary date. Any commission balance earned before the anniversary date that has not yet been paid may be requested as a transfer through electronic fund transfer after deduction any taxes (if applicable)

10.5 – Electronic Revocation

Electronic revocation is not acceptable by the company. All revocation must be in writing to the company or termination as outlined above 10.2, 10.3, 10.4

ADDENDUM

A. 1 General (applying to both online and offline marketing and promotion)

It is your responsibility to safeguard and promote the good reputation of the Company brand; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical or immoral conduct or practices.

A. 2 The IBD Logo / Identity

If you use a Phyto Science logo in any communication, you must use the Independent IBD version of the logo. Using any other Phyto Science logo requires written approval.

A. 3 Trademarks and Copyrights

You may not use Phyto Science® trade names, trademarks, designs, images or symbols without prior written permission, except as outlined in this A.2 Video or audio recordings of company events, training and/or speeches are also copyrighted and may not be distributed without written permission.

The name Phyto Science® is a trademark of The Company and is of great value to the Company, and is supplied to you for your use only in an authorized manner. Use of the Company name on any item not produced or authorized by the Company is prohibited.

As an IBD you may use the members' ID name in the following manner:

IBD's Name
Independent Business Distributor
Phyto Science®

Or: Phyto Science® IBD

Example:
Sarah Jones
Independent Business Distributor, Phyto Science

A. 4 Domain Names, e-mail Addresses and Online Aliases

You are not allowed to use or register the Company or any the Company trademarks, product names, or any derivatives, for any Internet domain name, e-mail address, social networking profiles, or online aliases. Additionally, you cannot use or register domain names, e-mail addresses, and/or online aliases that could cause confusion, or be misleading or deceptive in that they cause individuals to believe or assume the communication is from, or is the property of, the Company.

Examples of the improper use of the Company are:

phytoscience@msn.com;

www.phytoscienceisgreat.com;

Facebook.com/Phytoscience fan;

or Phytoscience showing up as the sender of an email.

A. 5 Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and have paid the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property and adhere to intellectual property laws.

A. 6 Media and Media Inquiries

Any inquiries by press or the media, including blogs, radio, or television, are to be referred immediately to the Compliance Department of the Company via email. This policy is to assure accuracy and consistent public image. Additionally, you are not allowed to proactively contact the media or distribute any form of press release that includes information about the Company, its products, or the opportunity without prior written approval from the Company.

A. 7 Independent IBD Release

By entering into the IBD Agreement, you authorize the Company to use your name, testimonials, and/or likeness in the Company advertising or promotional materials with no remuneration. Additionally, you consent to and authorize the use and reproduction of any photographs taken by or supplied to the Company, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing or promotional purposes, without remuneration.

A. 8 Blogging/Blog Sites/websites

You are allowed one external blog to personalize your business and/or promote the opportunity. If you wish to develop an external blog you must do the following:

1. Submit for approval and register your blog with the Compliance Department by emailing info@icystalcell.com. Blogs must be approved before going live. Approvals may take 2-4 weeks, depending on content.
2. Adhere to the branding and image usage policies described in this document.
3. Agree to modify your site to comply with current or future policies.
4. Agreed to remove all references to the Company from your registered site within 5 days, in the event of self termination or terminate by the company of your Independent IBD Agreement. A blog developed on a blogging platform that is developed for the primary purpose of marketing or promoting The Company products and/or the Company opportunity must be registered with the Company Compliance Department.

- **Blog Content**

You are solely responsible and liable for your own blog content, messaging, claims (medical and income), and information and must ensure that your blog appropriately represents and enhances the Company brand and adheres to company guidelines and policies. Additionally, your blog must not contain disingenuous popup ads or promotions or malicious code. All decisions and corrective actions are at the Company's sole discretion.

- **IBD Image Mandate**

To avoid confusion, the following three elements must be prominently displayed at the top of your registered blog:

1. The Company Independent IBD Logo;
2. Your Name and the phrase 'Phytoscience IBD'; and

Although the company brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an IBD's site and not the company corporate site.

Blog Must Exclusively Promote the Company. Your registered external blog must contain content and information that is exclusive to The Company. You may not advertise other products or services other than the company's product line and the Company opportunity. Any site or profile you maintain that uses the company' trademarks must exclusively promote the company.

A. 9 No e-Commerce or Stock-and-Sell Retailing

You may not stock and sell the company's products on existing ecommerce portals, nor may you develop an ecommerce environment that would facilitate this model. All orders must be placed through your official Company process and payment systems.

A. 10 Removing The Company References in the event of Independent IBD Termination

In the event of the self-termination or terminated by the company of your IBD Agreement, you are required to remove all references to the Company within 5 days. IBDs must discontinue using the company name and all of The Company' trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all 'Social Media' sites that you utilize. If you post on any 'Social Media' site on which you have previously identified yourself as the Company IBD, you must conspicuously disclose that you are no longer related to the company.

Online Advertising, Marketing and Promotion

A. 11 Social Media

'Social Media' and social bookmarking including, but not limited to, blogs, Facebook, Myspace, Twitter, Xing, LinkedIn, Digg, Delicious, and others, may be used by IBDs. However, Independent IBDs who elect to use 'Social Media' must adhere to the requirements set forth in this Addendum as well as other policies.

A. 12 IBDs Are Responsible for their Postings

IBDs are personally responsible for their own postings and all other online activity conducted on behalf of the IBD's business, and which can be traced back to the company, and will be held fully responsible for any such activities. This applies even if an IBD no longer own or operate a blog, website, or social network site. If an IBD posts any comment to any such site that relates to the company or which can be traced to the Company, the IBD is responsible for the posting. No claims as to therapeutic or curative properties about the products may be made except those officially approved in writing by the company or as contained in the official company literature.

In particular, no IBD may make any claim that the company products are useful in the treatment or cure of any disease. Such statements can be perceived as medical claims. Not only is this against company policy, but it is also against the relevant authority.

A. 13 Identification as a company IBD

You must disclose your full name on all social media postings and conspicuously identify yourself as an IBD. Anonymous postings or use of an alias is prohibited.

A. 14. Truthfulness in Online Postings

It is your obligation to ensure your postings and other online marketing activities are truthful, are not deceptive and do not mislead customers or prospects in any way. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the company income opportunity, The Company products and services, or your biographical information and credentials.

Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a PPC campaign appear to link to the corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. The Company will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

A. 15 Respecting Privacy

Always respect the privacy of others in your postings. IBDs must not engage in gossip or advance rumors about any individual, company, or competitive products or services. IBDs may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

A. 16 Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material that you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language or posting is prohibited.

A. 17 Prohibited Postings

Independent IBDs may not make any postings or link to any posting or other material that:

- is sexually explicit, obscene, or pornographic;
- is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- is graphically violent, including any violent video game images;
- is solicitous of any unlawful behavior;
- engages in personal attacks or that is disparaging on any individual, group, or entity;
- is in violation of any intellectual property rights of the company or any third party.

A. 18 Responding to Negative Posts

Do not converse with one who places a negative post against you, or other IBDs, or the Company. Report negative posts to the company at info@icrystalcell.com.

Responding to such negative posts often simply fuels discussions with those who do not hold themselves to the same high standards as the company and therefore damages the reputation and goodwill of the Company.

Internet Advertising / Awareness Generation

A. 19 eBay / Online Auctions

You or another party acting on your behalf may not use online auctions to advertise, list, sell or retail the company product line or opportunity. You may not list or sell the company products on eBay or other online auctions, nor may you enlist or allow a third party (Customer) to sell the company products on eBay or other online auctions.

A. 20 Online Retailing

You may not list or sell the company products on any online retail store or e-commerce site, nor may you enlist or allow a third party (Customer) to sell the company products on any online retail store or e-commerce site.

A. 21 Promotions

No Company IBD may publicly offer free products, cash or offers to pay for the business information kits in an effort to enroll IBDs.

The Company strongly encourages that all IBDs offer products for sale at the company's suggested maximum retail price. Wholesale pricing is only available to the IBD. IBDs may not use their accounts to offer wholesale pricing to others without signing them up as a IBD. IBDs are also prohibited from making any claim that implies an unfair advantage. For example, 'lowest price' and similar ads are not allowed.

IBD organizational promotions, which do not involve giving away product, cash or paying for business information Kits to prospective IBDs are exempt from this requirement.

A. 22 Banner Advertising

You may place banner advertisements on a website provided you use, Company-approved templates and images. All banner advertisements must link to the company-approved website. You may not use blind ads or web pages that make product or income claims that are ultimately associated with the company products or the Company opportunity.

A. 23 Unsolicited Email Spamming / Mass Emailing

You are not allowed to transmit mass, unsolicited emails to promote the Company, its products or the business opportunity to people whom you do not know or who have not given you permission to contact them. People who are 'opt-in' subscribers, who have initiated a request to be included in bulk e-mailing, newsletter, or other standardized communications from you, are allowed. Review Section 3.2.5 of the Policies and Procedures, for a comprehensive discussion of the Company Policies regarding Mass emailing.

A. 24 Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant. You may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments you create or leave must be useful, unique, relevant and specific to the blog's article.

A. 25 Social Networking Sites (Facebook/Twitter/LinkedIn)

We encourage IBDs to view, like, comment, and share content provided to you from our corporate Facebook fan page: www.facebook.com/iphytoscience founder. However, IBDs are prohibited from posting their website link, phone number, or Facebook fan page URL on our corporate social media pages. Our goal is to keep Facebook and Twitter a friendly environment for all potential customers, current customers, and IBDs. Posting your fan page link or website URL will result in your post being marked as "spam" and could result in losing access to the company Global fan page.

If a link is provided, it must link to the company-approved site. Any claims made through social network posting must conform to all current corporate-provided advertising/marketing material. If requested, you must add the Company Compliance as a group member.

A. 26 Digital Media Submission (YouTube, iTunes, Photo Bucket etc.)

All video content must be submitted and approved by our Compliance Department prior to posting. These submissions must be made to info@icrytalcell.com . Approvals can take 2-4 weeks for a response, depending on content. These submissions must clearly identify you as an IBD (either in the content itself and/or in the content description tag), must comply with all advertising policies, copyright/legal requirements, and must state that you are solely responsible for this content .You may not upload, submit or publish any content (video, audio, presentations or any computer files) received from the company or captured at official corporate events or in buildings owned or operated by the company without prior written permission from the Company Compliance Department.

A. 27 Marketing Violations

An IBD shall make every attempt to comply with Company policies and procedures. In addition to the possible sanctions discussed in Section 8 of the Policies and Procedures above, in the event of a violation of the policies contained in this Addendum, the Company will take the following actions in an effort to correct the situation:

a. First Action - The IBD will receive a call /letter and/or an email from the Company's corporate office to advise the violation. The IBD shall be given no more than 7 days from notification to take corrective action. The company shall freeze immediately the IBD account until corrective action has been taken.

b. Second Action - If the violation has not been corrected within 7 days, or a written agreement for remedy has not been received by the Company, the Company shall continue to freeze the IBD account for another 14 days. Meantime the company will send a second reminder by way of letter/email to the IBD for them to response

c. Third Action – If after 21 days there is still no response from IBD, the company reserve the right to terminate and forfeit entitlement including all commission in accordance to section 8 in the policies and procedure outline above.

Glossary of Terms

- **The Company:** Phyto Science Sdn Bhd. Registered under The Companies Act 1965 Malaysia, with its registered office at Lot 56935, Jalan 9/8, Seksyen 9, 43650 Bandar Baru Bangi, Selangor Darul Ehsan, Malaysia.
- **Consumer:** Any person who consumes products retailed by an Independent Business Distributor (IBD) of the Company.
- **Independent Business Distributor (IBD):** A person or an entity entitled to buy and/or sell the products of the Company and who may be entitled to introduce other IBDs to the company. IBDs market consumer products directly to Consumers away from permanent, fixed retail locations, through the explanation and/or demonstration of products and services of the Company. An IBD is an independent commercial agent, independent contractor, independent dealer or distributor, not an employee of the Company. The IBD status is activated once the KYC documents are uploaded and accepted by the company followed by allocation of IBD user name and ID number to the applicant. However IBD can only enjoy such benefit only after they have purchase the company's product.
- **Product(s):** Products offered for sale by the company through the IBDs to the Consumers.
- **Introduction(s):** Any activity conducted by the IBDs for the purpose of assisting another person or entity to a become an IBD.
- **IDS – Income Disclaimer Statement** - "Earnings as an IBD are purely based upon successful sale of products to customers and their usage of products. Individuals will incur expenses in operating this business other than the fees charged by the company along with other operating expenses. As with any business success and earnings are not guaranteed but depend solely on the individual's commitments, persistence and efforts. Individuals may not earn an income and may lose money as an IBD."
- **Active IBD** — A IBD who satisfies the minimum requirements, as set forth in the Company's Sales Incentive and Rewards Program, to ensure that he or she is eligible to receive bonuses and commissions for a particular period
- **Agreement** — The contract between the Company and each IBD includes the terms and conditions in the IBD Application form, the Company Policies and Procedures, and the Company Sales Incentive and Rewards Program, Code of Conduct and code of ethics all in their current form and as amended by the company in its sole discretion. These documents are collectively referred to as the 'Agreement.'
- **Business information Kit** — A selection of the company training materials and business support literature.
- **Termination** — IBD's business which may be terminated either IBD himself, terminated by the company or non-renewal or inactivity of the IBD
- **Customer** — An individual who is a non-IBD and purchases products from an active IBD.
- **Downline Activity Report** — A real time/ daily online report generated within the member's website that provides critical data relating to the identities of IBDs, sales information, and enrollment activity of each IBD's Marketing Organization. This report contains confidential and trade secret information, which is proprietary to the company.
- **Downline Group** — Each one of the individuals enrolled immediately underneath you and their respective Marketing Organizations represents one 'group' in your Marketing Organization.

- **Enroller /Sponsor/Introducer** — An IBD who influences, solicits, or otherwise assists an individual or a customer to join the company, and is recorded as the enroller on the IBD or membership application form. An enroller is the sponsor of a new IBD and the terms enroller and sponsor can be used interchangeably for purposes of these Policies and Procedures.
- **Group Sales Volume** —((PP) Product Points) the commissionable value of the Company products or services sold by a IBD's Marketing Organization. Group Sales Volume includes the Personal Sales Volume of the subject IBD. (Business information kits and sales aids have no Sales Volume.)
- **Immediate Household** — Heads of household and dependent family members residing in the same house.
- **Level** — The layers of downline customers and IBDs in a particular IBD's Marketing Organization. This term refers to the relationship of a IBD relative to a particular up line IBD, determined by the number of IBDs between them who are related by sponsorship. For example, if A Sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.
- **Official Material** — Literature, audio or videotapes, and other materials developed, printed and published by the company.
- **Personal Purchase** —Purchasing products to retail it to an end consumer or for personal use.
- **Retail Customer** — An individual who purchases the products from an IBD and himself not an IBD with the company.
- **Retail Sales** —Sales to a retail customer.
- **Up line** — This term refers to the IBD or IBDs above a particular IBD in a sponsorship line in to the Company. Conversely stated, it is the line of sponsors that links any particular IBD in the Company.
- **Direct selling** (also known as Network marketing, Multilevel marketing/MLM, direct sales, etc.) Marketing and Retailing of products to people in places other than fixed retail locations
- **Sales incentive and Rewards program - Compensation plan-** A formula for calculation of commissions/incentives to reward certain behaviors of an IBD resulting in sales of products or services. This is explained as a step by step guide taking a new IBD through the paths of potential income. Highlighting the various stages of financial growth, statuses that can be achieved, as well as percentages of income that can be derived from personal sales as well as sales produced by their marketing organizations.
- **Marketing organization** – Arrangement of IBDs in a particular order under a particular IBD.
- **Training** – the action of educating a person or a group of persons. A crucial element in building a successful and profitable business. Trainings cover all aspects of the business and every IBD is strongly encouraged to attend trainings as and when they occur.
- **Repackaging and Rebranding** – Altering the packaging of the product to present it in a new way. Repackaging and Rebranding the company's products in any way and is strictly forbidden and is a prosecutable offense.
- **Cross lining** – Enrolling or being enrolled in another marketing organization within the same company.
- **Front loading** - Encouraging an existing IBD or a prospective IBD to purchase more products than they can afford to consume or have a market for. This practice is deemed to be in conflict with the companies Code of conduct
- **Undercutting** - The act of reducing the price of goods to induce prospects to buy the products.
- **Enrollment-** the process of introducing an individual/entity in the marketing organization by an existing IBD this is the process of establishing your identity with the company.

- **Membership Registration/Enrollment/Form** – a format to put in details required by the company to register an IBD.
- **Nominee** - a potential successor to another's rights under a contract
- **Product Order form** - a form that you use to order products or services from the company, that has spaces where you write your name, Id number, contact number, address, etc.
- **Lock/Freeze** – a situation where the commissions/incentives/rewards and other privileges are not withdrawal by the IBD
- **Members website** (commonly known as on online Back office which include online reporting services)- is a suite of business tools and reports that enable an IBD to successfully run, and maintain their business in a professional manner access to which is gained through a private and personal security code.
- **Email ID** shall mean the current, active and valid electronic address, the same being created by and used by the person applying as an IBD.

* These policies and procedures may be updated at any time with or without prior warning. It's your responsibility to not only make yourself familiar with these policies, but ensure that you check them regularly to ensure your business is fully compliant with any changes or updates that may apply.