

1 BECOMING A DISTRIBUTOR

1.1 This Agreement applies to all distributors of Melilea International (S) Pte Ltd. All distributors are bound by the terms and conditions appearing in all Melilea documents which cumulatively shall be called the 'Terms and Conditions'. They encompass and apply to all the terms and conditions contained in the Distributor's Application and Agreement, Business Manual, Business Plan, International Distribution and Sponsor Agreement, Preliminary Distributor Application and Agreement and any other agreement that may arise and as modified from time to time. The terms of each of those documents are incorporated by reference into this Agreement and the terms of this agreement are incorporated by reference into the said agreements. The distributor must fully comply with all terms of this agreement.

1.2 To be an authorised Distributor of Melilea, the applicant shall submit to Melilea a duly completed and signed copy of the Melilea Distributor's Application and Agreement form for the respective country together with stipulated payment for an official Melilea Business Manual. The distributor agreement must be filed in the country of residence, and if required, a distributor must provide proof of residency and membership. An incomplete agreement or one with false and inaccurate information or agreement for the wrong country will be considered invalid. Melilea must be informed of any change of information immediately. The distributor must thereafter provide Melilea with their bank account number and branch which must be either the United Overseas Bank (UOB), Oversea Chinese Banking Corporation (OCBC) or Post Office Saving Bank (Development Bank of Singapore). Melilea will not issue any bonuses should the distributor fail to do so. No other purchases are necessary. Product purchase is optional.

1.3 Melilea reserves the right at its sole discretion to accept or reject any application for distributorship without having to provide reasons for acceptance or rejection. Accepted applicants will be issued with a Distributor Authority Card.

1.4 No one who has had a bankruptcy petition presented on him or who is a bankrupt or under the age of eighteen (18) shall be accepted as a Distributor.

1.5 A husband and wife team shall apply collectively as one Distributor. If both husband and wife are Distributors prior to marriage, they can decide which distributorship to retain, or operate both the distributorships, each of which will be maintained in its original line of sponsorship, provided that their individual distributorship is not lapsed or been terminated. The restriction of obtaining separate distributorship by married couples as set out above shall not apply to the lawful second, third or fourth wives of the Distributor.

1.6 The duration of distributorship is for a period of 12 months as stated in the authority card. The Agreement may be renewed annually for a period of 12 months. Renewal is not automatic and must be made not later than three (3) months before the expiry of the term. Melilea is entitled in its absolute discretion to refuse any such renewal. No renewal fee shall be charged. In the event of non-renewal, membership is deemed to be automatically terminated at the expiry of the term of distributorship. The distributor shall not then deal with Melilea's products in any manner whatsoever.

1.7 A person is not entitled to hold more than one (1) distributorship in Melilea at any one time nor have or own any financial or beneficial interest (directly or indirectly) in the distributorship of another in Melilea.

1.8 A person registered as a Distributor becomes an independent Contractor/Businessman and is not and neither can represent himself as an employee, partner, agent, franchisee, joint venturer or legal representative of Melilea.

2 GENERAL GUIDELINES FOR DISTRIBUTORS

2.1 The retail price of all Melilea products are fixed and no Distributor shall undercharge or overcharge the customers.

2.2 Undercutting and/or double sponsoring of Distributors shall not be allowed. Upon receipt of such written complaints Melilea shall investigate. In the event that a complaint is found to be true the following courses of action may be taken:

2.2.1 The Distributor who signs up other Distributors or spouses of other groups may have his/her distributorship terminated or he/she may be given a stern and final warning.

2.2.2 All Distributors involved shall be transferred back to their original sponsors/lines.

2.2.3 All bonuses, incentives or benefits previously paid to the wrongful distributor will not be repaid to the rightful distributor.

2.2.4 The offender shall sign a good conduct declaration should a warning be given. The decision of Melilea management committee on undercutting and/or double sponsoring shall be final.

2.3 All Melilea Distributors must strictly adhere to and practise all requirements under the Multi-Level Marketing And Pyramid Selling (Prohibition) Amendment Act 2000 and including all other laws relating to direct selling in Singapore and solely bear all consequences for any matter arising from non-compliance.

2.4 A Distributor shall not have simultaneous interest, whether directly or indirectly or be involved in any activities of any other Direct Selling company or non-Direct Selling company that sells similar or competing products. A Distributor is deemed to be directly or indirectly involved in the activities of any other Direct Selling or a non-direct selling company if he and/or his spouse is/are:

2.4.1 Employees, proprietors, partners, shareholders or directors of another Direct Selling or a non-direct selling company selling similar or competing products; or

2.4.2 Distributors of another Direct Selling or a non-direct selling company selling similar or competing products; or

2.4.3 Are involved in selling, distributing or promoting or recruiting products of another Direct Selling or non-direct selling company selling similar or competing products either as a member or non-member of the other company or inducing distributors of Melilea to attend or join the other company. A breach of this provision is considered a serious breach and will result in termination of the distributorship.

2.5 A partnership, corporation or other business organisation may not become a distributor if it has as its proprietors, partners, shareholders or directors a person who is already a distributor with Melilea.

2.6 No change in the status of distributorship is allowed from an individual distributorship to a different entity and vice-versa unless with the prior approval of Melilea.

2.7 A Distributor must not make use of or carry out any activities in any of the company's functions, seminars, meetings, programs, offices, distribution centers, Inner and Outer Beauty Centers, service centers to promote or sell his own products or the products of another company or person.

2.8 The Distributor shall not declare, imply or represent that he is an employee and/or has any employment relationship with Melilea.

2.9 The Distributor shall have no authority or power to bind Melilea or Agreement in the name of and create a liability against Melilea in any way or for any purpose.

2.10 A distributor may only conduct business in a country which has been officially approved and officially opened for business by Melilea. A distributor residing in one country can market products and only recruit new distributors residing in the same country. There are no territorial limits within an approved country. A Distributor should not declare or represent to anyone that he/she has exclusive distributorship or franchise rights for any territory.

2.11 A Distributor shall present Melilea's products and Business Plan to potential customers or distributors in an honest and truthful manner and shall not make any false or misleading representations in his/her enthusiasm to sell Melilea's products and on no account whatsoever shall the Distributor use racial, political, religious or other sensitive issues to sell Melilea's products. A distributor shall not use external literature in connection with Melilea. Any liability arising from non-compliance thereof will not be the responsibility of Melilea.

2.12 A Distributor must demonstrate and explain clearly to the customer and his downline the proper usage and effects of Melilea's products and shall not on any account whatsoever make any false or misleading statements regarding the description, usage and efficacy of the products. In the event the Distributor makes any false or misleading statements, the Distributor shall be liable to indemnify and keep Melilea indemnified against any losses or damages suffered by Melilea.

2.13 A Distributor is prohibited from placing advertisements in newspapers, magazines, or other publications promoting himself/herself or Melilea's products without the prior written consent of Melilea.

2.14 A Distributor shall not provide any gifts, discount vouchers or other promotional gimmicks in the sales of Melilea's products other than those approved by Melilea.

2.15 A Distributor shall not on any account or under any guise whatsoever sell, distribute or enter into any Agreement to sell or distribute Melilea products under the name of another Distributor whether or not the other Distributor consents to such sale or distribution under his name. A Distributor shall not entice or make any arrangement with his downline or the downline of another Distributor whereby the sales of his downline or the downline of the other Distributor is passed off as sales of the Distributor.

2.16 A distributor may not, either when a distributor with Melilea or not, induce any other distributors to leave Melilea or join another company as described in clause 2.6 above. This includes but is not limited to causing one distributor to terminate his agreement with one sponsor and then taking up distributorship with another sponsor. Melilea reserves the right to terminate without requesting the distributor to show cause and in addition may claim damages from a distributor that causes such inducement.

2.17 A Distributor shall not use the Melilea network to promote the sale or use of any products, programs or services other than those offered through the Melilea network.

2.18 A Distributor shall not sell or distribute any of Melilea's products where the shelf life of the products has expired or is about to expire.

2.19 A distributor shall not purchase the company's products from one country and thereafter reselling the said products in a different country. This applies whether or not the product is in the product list of the company in the country concerned and whether or not the distributor makes a profit from the sale. This clause applies to all related companies of the company.

2.20 Distributor shall not, whether orally or in writing, state negative facts about Melilea, its shareholders, directors, officers, agents, products or engage in unethical conduct prejudicial to the interest, image or reputation

of Melilea and its products. This prohibition applies even after his Distributorship with Melilea has ended.

2.21 The distributor shall at all times work diligently to protect and promote the interests of the Company and to assist and co-operate with the Company to maintain price stability of the Products in the market and to act loyally and faithfully toward the Company in all matters.

2.22 The distributor shall not at any time during or after the term of his distributorship divulge or communicate or allow to be divulged to any person, firm or Company, or to use or exploit for any purpose whatever any of the trade secrets or confidential information or knowledge or any financial or trading information relating to the Products, Business, Affairs, methods of carrying on business of a secrecy undertaking in the form approved by the Company, other than to persons who have signed Company, which the Distributor may receive or obtain as a result of entering into this Agreement.

2.23 The restriction contained in Clauses 2.22 hereof shall continue to apply after the expiration or sooner termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge, which may properly come into the public domain through no fault of the distributor.

2.24 Not to permit any person to act or assist in the Business until such person has signed such undertaking pertaining to matters mentioned in clause 2.21 above.

2.25 Business cards used by all distributors must be of the same type in terms of colour, size, text, font and contents as per the sample contained in the distributor's manual. The exact content as stated above is allowed in different languages. Before use a distributor must submit for approval to Melilea a sample of the business card. Non-compliance will render the distributor to a fine of SGD100 to be paid within two weeks of being informed of the offence. Thereupon, a new sample for approval by Melilea will have to be submitted.

3 SPONSORING A NEW DISTRIBUTOR

3.1 A Distributor may sponsor any person who satisfies the requirements stipulated in the Policies & Procedures to be a Distributor. However, where the person being sponsored is a non-citizen, the Distributor must ensure that the said person has the necessary documents from the relevant authorities to stay and conduct business in Malaysia. Upon sponsoring, the distributor must immediately submit the prescribed form and any other relevant documents to Melilea for processing.

3.2 A Distributor must not procure or induce any person to become a Distributor of Melilea by:

3.2.1 force or threats, or

3.2.2 making or providing false or misleading information or representations, including the false representation that a Distributor would obtain financial gain by merely sponsoring a person to be a Distributor of Melilea, or

3.2.3 providing or promising to provide gifts, monies or other forms of incentives, or

3.2.4 falsely or fraudulently using Melilea's name or logo to induce or entice the person to become a Distributor.

3.3 A Distributor must forthwith provide proper business training and guidance to the new Distributors sponsored by him/her immediately upon appointment by Melilea.

3.4 A Distributor must at all times maintain an independent and professional relationship with his/her downline.

3.5 The distributor must fill up the sponsor's information in the Distributorship Agreement immediately so as to avoid conflicts by the distributors over the same prospect. This process enables the determination of who was the first person to reach the prospect. If more than one application is made, the first in time officially registered with Melilea will be recognised.

3.6 Changing sponsors is not allowed except in the following situations:

3.6.1 A distributor who resigns may reapply to join as a distributor after 3 months of inactivity from the date of resignation. Inactivity means non-involvement in any of the company's direct or indirect business or conduct.

3.6.2 In the case of a distributor whose distributorship has expired, he may apply to rejoin at any time.

3.7 Any proprietor, partner, shareholder or director may only become a distributor of Melilea 3 months after the firm, partnership or company has been terminated as a distributor with Melilea.

3.8 Any firm, partnership or company may only become a distributor of Melilea 3 months after its proprietor, partner, shareholder or director has been terminated as a distributor with Melilea.

3.9 In the event of non-compliance with the above, the offending distributor and the entire downline will be replaced, at Melilea's sole discretion, under the proper downline.

3.10 Double sponsoring which is the sponsorship of the same individual or entity by two existing distributors is not allowed. Complaints must be brought within 6 months from the date of the second distributorship.

3.11 The breach of any of the above clauses is a serious violation of this Agreement and penalties are as provided in the paragraphs above.

4 STOCK-PILING & DUMPING

4.1 The Melilea Business Plan is based upon product sales to consumers and personal use of Distributors. Therefore stock-piling orders or purchasing in large/unreasonable quantities for inventory solely for the purpose of qualifying for the bonuses or advancements in the Business Plan are strictly prohibited by Melilea.

4.2 A distributor must have sold 80% of his existing stock before re-ordering new stock to prevent piling of stock.

4.3 Dumping of the products at below recommended retail price is strictly prohibited.

5 CONFIDENTIAL INFORMATION

5.1 A distributor may not misuse any of Melilea's property, opportunity, corporate information or trade secrets for the benefit of themselves or any third party. Any such misuse will be viewed strictly and Melilea may institute disciplinary proceedings and/or cause the immediate termination of the distributor's distributorship as Melilea deems fit. In addition, Melilea may institute legal action against the distributor. Any delay or failure to pursue any action will not be construed as a waiver of Melilea's rights.

5.2 The obligations under this paragraph will continue even after the termination of the distributor's contract.

6 RETAIL SALES

6.1 The promotion of Melilea's opportunity and the sale of its products are only to be done through its authorised Distributors and its products shall not be sold/displayed at retail outlets, day/night markets, pharmacies, departmental stores, trade shows, conventions or any other such gatherings without prior permission of Melilea. Any distributor doing so for his own benefit shall have his distributorship terminated.

6.2 A distributor is also prohibited from selling to any person who will ultimately sell products through retail stores.

7 CONTRACT AND PRICE VARIATIONS

7.1 Melilea reserves the right to change prices, amend, alter, vary, add or update the terms and conditions of the Distributor's Application and Agreement, Business Manual, Business Plan and other terms and conditions [hereinafter referred to as the said Terms] at any time, and whenever it is deemed necessary and without consent of the distributor. The variations will be published in Melilea's official magazine or website and the distributor agrees that this will be deemed to serve as notice to the distributor.

7.2 The distributor shall be bound by any such future changes, amendments, variations or additions. By continuing to act as a distributor after the said modifications, the distributor's acts shall be deemed to constitute acceptance of any such amendment to the Agreement.

7.3 This contract is to be treated as the final agreement between the Distributor and Melilea and supersedes all prior or inconsistent agreements, whether written or oral, between the parties. However, Melilea reserves the right to impose additional terms and conditions specific to a distributor or generally to all distributors.

8 INTERNATIONAL DISTRIBUTORS / SPONSORS

8.1 Each country has different forms and agreements. A distributor agreement must be filed in the country of residence. Agreements used for a wrong country will be invalid. The agreement becomes binding if approved by Melilea.

8.2 A distributor must enter into an International Distribution and Sponsor Agreement with Melilea before sponsoring distributors in a country other than the first mentioned distributor's country of distributorship.

8.3 A distributor shall not take any steps in another country which is not yet officially opened, with the intention of commencing Melilea's business. He may not solicit for clients, advertise, apply for trademarks or trade names including reserving Melilea's name (including website names). Neither may the distributor secure the approval for any of Melilea's products or business practices. Any costs incurred by any action by Melilea necessary to remedy the above will have to be indemnified by the distributor.

8.4 Any distributor who does not comply with the above will be barred from participating in the new international market for two (2) years from the date of the official opening of the new international market.

9 DUTIES AS A SPONSOR

9.1 A distributor sponsoring a downline shall be responsible for implementing and ensuring the compliance by his downline of all terms and conditions, active training, participation, counselling and supporting his downline and undertakes to perform his duties in a bona fide manner. A distributor also agrees to train, participate and support his sponsored downline in the performance of their functions as it is necessary to maintain continuing communication with and supervision over the distributor's network. This responsibility is a continuing one and is aimed at preventing the upline distributor from enjoying benefits of his downline without providing the corresponding training to his downline that is crucial to the development of the downline. Non-performance of these duties is a ground for termination of distributorship.

10 INTERPRETATION

10.1 The English Version of all Melilea issued materials shall be deemed to be the official interpretation. In the event of any conflicts between different versions of materials, the English Version shall prevail.



MELILEA INTERNATIONAL (S) PTE LTD 200201746Z
 No.33, Ubi Avenue 3, #02-08
 Vertex, Singapore 408868
 T +65-6509 9119
 F +65-6509 8488
 E info.sg@melilea.com www.melilea.com.sg

**PRELIMINARY APPLICATION & AGREEMENT
 FOR DISTRIBUTORSHIP
 直销商申请预约书**

APPLICANT INFORMATION 申请人资料

NAME 英文姓名 (AS IN IC / PASSPORT, UNDERLINE SURNAME) All fields in RED must be filled/completed 必须填报所有红色之项目

IC NO. 身份证号码 DATE OF BIRTH 出生日期 (DD/MM/YYYY) NATIONALITY 国籍

SEX 性别 MALE 男 FEMALE 女 TERMS OF ADDRESS 尊称 DR 博士 MR 先生 MRS 太太 MS 小姐 MARITAL STATUS 婚姻状况 SINGLE 未婚 MARRIED 已婚 OTHERS 其他

RACE 种族 MALAY 巫裔 CHINESE 华裔 INDIAN 印裔 OCCUPATION 职业 BEAUTICIAN 美容师 BUSINESSMAN 商人 CLERICAL 文员 EXECUTIVE / SECRETARY 行政人员 GRADUATE 大专毕业生
 OTHERS 其他 HOUSEWIFE 家庭主妇 LECTURER / TEACHER 讲师/教师 MANAGER 经理 PROFESSIONAL 专业人士 OTHERS 其他

POSTAL ADDRESS 通讯地址

POST CODE 邮区 TOWN 城市 STATE 州属

OFFICE TELEPHONE 公司电话 HOUSE TELEPHONE 住宅电话 HANDPHONE 手提电话

E-MAIL 电邮地址 INCOME TAX NO. 所得税号码

SAVINGS OR CURRENT ACCOUNT NO. 储蓄或流动户口号码 BANK NAME 银行名字
 UNITED OVERSEA BANK (UOB) OVERSEA CHINESE BANKING CORPORATION (OCBC) POST OFFICE SAVING BANK (DEVELOPMENT BANK OF SINGAPORE) [POSB(DBS)] OTHERS

SPOUSE INFORMATION (MARRIED) 配偶资料 (已婚)

NAME 英文姓名 (AS IN IC / PASSPORT, UNDERLINE SURNAME)

IC NO. 身份证号码 DATE OF BIRTH 出生日期 (DD/MM/YYYY)

BENEFICIARY INFORMATION 受益人资料

NAME 英文姓名 (AS IN IC / PASSPORT, UNDERLINE SURNAME)

IC NO. 身份证号码 RELATIONSHIP 关系

SPONSOR INFORMATION 保荐人资料

NAME 英文姓名 (AS IN IC / PASSPORT, UNDERLINE SURNAME)

MID NO. 会员编号 TELEPHONE NO. 联络电话 RANK 阶级

TO: MELILEA INTERNATIONAL (S) PTE LTD

I / We wish to apply and become the Distributor of MELILEA INTERNATIONAL (S) PTE LTD. I / We have read, understood and hereby agree to comply with the terms and conditions overleaf and all of the other MELILEA's terms and conditions as contained in the Business Manual and all other documents. I / We understand that failure to comply with any of the terms and conditions can result in termination of my distributorship which will result in loss of rights, privileges, bonuses, positions, benefits, commissions, monies or incentives. MELILEA may take any action deemed appropriate in the event a Distributor breaches any of the said terms and conditions and any other agreement that may arise and as modified from time to time. Please deduct the annual subscription sum of SGD15.00 from my account being payment for subscription for the MELILEA Lifestyle in-house magazine. MELILEA only accepts applications in the name of individuals and not partnerships or companies. MELILEA reserves the right to accept or reject any application at its sole discretion. I / we hereby confirm that all the information provided in this form is correct, failing which this contract will be rendered void.

我 / 我们拟申请成为美乐国际(新)有限公司直销商, 并在此证实我 / 我们已完全了解贵公司的一切方针, 条例及规则并同意遵守 (于表格背面) 以及其它包含在美乐事业手册及其它文件的条款。我 / 我们了解, 如果没有遵守所定下的任何条款可能会导致直销商经营权被终止, 即是丧失有关权益、特权、花红、阶级、利益、佣金、金钱或任何奖励, 对于有关违规或触犯其它协议的直销商, 美乐乐将会随时通过适当的法律途径采取行动。敬请从本人的户口里每年扣除新币十五元作为美乐乐杂志年度订阅费用。美乐乐只接受申请者以个人名申请, 任何以公司名申请者将一概恕不处理。我 / 我们特此确定以上提供的资料纯属正确, 否则合约将不被生效。(本公司保有批准或拒绝这项申请的权力)

FOR BRANCH/IOB USE ONLY

RECEIVED BY 签收人

PLEASE CHOP & SIGN

DATE 日期

FOR OFFICE USE ONLY

DATE RECEIVED 签收日期

APPROVED BY 批准人

SIGNATURE 签名

STAFF CODE 员工编号

DATE 日期

SIGNATURE 签名

APPLICANT 申请人

SPOUSE 配偶

SPONSOR 保荐人

DATE 日期