



**CODE OF CONDUCT OF  
PM NUTRITION & COSMETICS VIETNAM  
LIMITED LIABILITY COMPANY**



Simple. Successful.



## MỤC LỤC

<b>1. GENERAL INFORMATION</b> .....	1
1.1. <b>Our shared values</b> .....	1
1.2. <b>Our culture and values</b> .....	1
<b>2. PURPOSE</b> .....	1
<b>3. DEFINITION</b> .....	2
<b>4. PROCEDURE FOR REGISTERING TO BECOME TEAM PARTNER</b> .....	2
4.1. <b>Requirements to become a Team Partner</b> .....	2
4.2. <b>Procedure for registering to be become a Team Partner</b> .....	4
4.3. <b>Procedure for signing Multi-Level Sale Participating Agreement</b> .....	4
<b>5. PROCEDURE FOR PARTICIPATING IN BASIC TRAINING PROGRAM</b> .....	5
<b>6. PROCEDURE FOR GRANTTING MEMBERSHIP CARD</b> .....	7
<b>7. PROCEDURE FOR ORDERING, PAYMENT, DELIVERY AND RECEIPT OF PRODUCTS</b> .....	8
7.1. <b>Ordering rules</b> .....	8
7.2. <b>The process of ordering, payment, delivery when buying Products directly</b> .....	8
<b>8. EXCHANGE, RETURN, BUY-BACK OF PRODUCTS</b> .....	10
8.1. <b>Principle of exchange Products</b> .....	10
8.2. <b>Principle of return and buy-back Products</b> .....	10
8.3. <b>Procedure to exchange Products</b> .....	11
8.4. <b>Procedure to return, buy back Products</b> .....	11
<b>9. PRODUCT WARRANTY</b> .....	12
9.1. <b>Warranty principle</b> .....	12
9.2. <b>Warranty process</b> .....	12
<b>10. TERMINATION OF MULTI-LEVEL SALE PATICIPATING AGREEMENT</b> 13	
10.1. <b>Case of termination of Multi-level sale participating agreement</b> .....	13
10.2. <b>Process, procedure for termination of Multilevel Sale Participating Agreement</b> .	14
<b>11. EFFECTS OF MULTI-LEVEL SALE PARTICIPATING AGREEMENT TERMINATION</b> .....	15
<b>12. REAPPICATION</b> .....	16
<b>13. RIGHTS AND OBLIGATIONS OF TEAM PARTNER</b> .....	16
<b>14. RIGHTS AND OBLIGATIONS OF COMPANY</b> .....	18
<b>15. RESOLVING COMPLAINTS OF TEAM PARTNER</b> .....	19
15.1. <b>Reporting responsibility</b> .....	19
15.2. <b>Reception form</b> .....	19

<b>15.3. The process of resolving complaints of Team Partner</b> .....	<b>20</b>
<b>16. HANDLING VIOLATIONS</b> .....	<b>201</b>
<b>17. ETHICAL CODE OF TEAM PARTNER</b> .....	<b>22</b>
<b>18. TRANSFER OF TEAM PARTNERSHIP</b> .....	<b>Error! Bookmark not defined.</b>
<b>19. FAMILY OF TEAM PARTNER</b> .....	<b>23</b>
<b>20. PROTECTION OF COMPANY RESOURCES</b> .....	<b>23</b>
<b>21. UNCOMPROMISING INTEGRITY OF EACH TEAM PARTNER IN COMPANY</b> .....	<b>24</b>
<b>22. USE FOR INTERNET AND SOCIAL MEDIA POLICY</b> .....	<b>25</b>
<b>23. USE OF TRADEMARKS, LOGOS, BRANCH AND NAME</b> .....	<b>26</b>
<b>24. OTHER CONDITIONS</b> .....	<b>26</b>

## **1. GENERAL INFORMATION**

PM Nutrition & Cosmetics Vietnam Limited Liability Company is a company fully registered under the statute of Vietnam to import and distribute food supplements and cosmetics and will be the sole distributor in the direct selling and direct marketing of these products.

### **1.1. Our shared values**

#### **Vision statement**

“Market leadership in the distribution of high-quality products for health, fitness and beauty worldwide.”

### **1.2. Our culture and values**

#### **Our goals and values**

Nothing is possible without values for us, values are extremely important. Performance and commitment are crucial to achieving our goals and everyone contributes to this. We can only give our values and goals content through assimilation and loyalty to Company.

#### **Our customers**

The customer is the most important person in our business because we are paid by them. Every day we work to recognize their needs and exceed even their expectations. We always offer our customers the best solution.

#### **Our responsibility**

The title isn't what counts but our daily performance. Each of us is always willing to take responsibility.

#### **Our communication**

Openness, honesty, courage, the ability to accept criticism, trust and straightforwardness enable us to communicate openly without fear. We learn from our mistakes as well as tackle and solve challenges together.

#### **Our team spirits**

The decisions made are always shared with one another.

#### **Our motivation**

As an example, for others we live what Company stands for: Premium. For that, we all do our best in every area every day – each individual and everyone together.

## **2. PURPOSE**

This Code of Conduct is formulated to include common standards in multi-level sale activities of PM Nutrition & Cosmetics Vietnam Limited Liability Company which all multi-level sale participants shall comply. This Code of Conduct, together with the

Multi-Level Sales Participating Agreement and the Marketing Plan, governs the entire relationship of Multi-Level Sales Participating Agreement between the Company and the Team Partner.

### **3. DEFINITION**

- 3.1. **“PM Vietnam”** or **“Company”** means PM Nutrition & Cosmetics Vietnam Limited Liability Company, a limited liability company is established and operates in accordance to the Vietnamese law.
- 3.2. **“Team Partner”** means an individual who fully meets the conditions prescribed by law, Code of Conduct of Company and enters into multi-level marketing agreement with Company to participate in multi-level marketing network of the Company. A Team Partner subscribes to start at the first level and later with growing sales volume, advance to higher Titles as per Company’s Marketing Plan.
- 3.3. **“Sponsor”** means a Team Partner who recommends others who wish to be a Team Partner participating in multi-level sale network of Company.
- 3.4. **“Customer”** means a person who purchases the Products of Company but not registered as a Team Partner.
- 3.5. **“Product”** means the products that Company is allowed to sell via multi-level marketing method. Products will be stated in List of products trading via multi-level sale method, notified to the competent authority.
- 3.6. **“Team Partner Number”** means a unique tracking number for each Team Partner issued by Company and will be used to identify that Team Partner in the relationship with Company.
- 3.7. **“Multi-Level Sale Participating Agreement”** means the written agreement on the participation in multi-level sale network between Team Partner and Company, signed by Team Partner, subsequently accepted by Company and signed and sealed. Multi-Level Sale Participating Agreement shall be made in accordance with regulated form of Company registered with the competent authority.
- 3.8. **“Code of Conduct”** means the set of rules of PM Nutrition & Cosmetics Vietnam Limited Liability Company adjusting the behaviors of Team Partner, procedures and processes for implementing multi-level marketing activities.
- 3.9. **“Marketing Plan”** means a plan used by Company to calculate commissions, bonuses and other economic benefits received by a TEAM PARTNER from the sales results of their own and of other people in the network.

### **4. PROCEDURE FOR REGISTERING TO BECOME TEAM PARTNER**

#### **4.1. Requirements to become a Team Partner**

- a. Being a person full 18 years old, having full civil capacity in accordance with laws.

- b. Team Partners do not fall into following cases:
- Those who are serving imprisonment sentences or former convicts for crimes of manufacturing, trading fake Products, manufacturing, trading forbidden Products, making false advertisements, deceiving customers, appropriating property through swindling, abusing trust in order to appropriate property, illegally holding property, offences against regulations of law on business via multi-level sale method;
  - Foreigners without work permits in Vietnam granted by competent authorities except in case of exemption in accordance with laws;
  - Multi-level sale participants who have been fined for violations of the following regulations but have not yet expired that is considered not yet handled for administrative violations:
    - Requesting other people to deposit or submit a certain amount of money in order to sign Multi-level Sale Participating Agreement;
    - Providing untruthful or confusing information about the benefits from participation in multi-level sale, about the feature and use of Products, about the operation of Multi-level sale enterprise;
    - Organizing conferences, seminars and training courses regarding multi-level business without a written delegation issued by multi-level sale enterprise;
    - Inducing, enticing, corrupting participants of other enterprises to join the network of enterprise which they are joining;
    - Using positions, authorization, social and career positions to encourage, require, induce, entice other people to participate in multi-level sale networks or to purchase Products traded via multi-level business;
    - Performing multi-level sale activities in provinces where multi-level sale enterprise has not been granted the confirmation for the registration of its multi-level sale operations in such localities.
    - Individual doing business via multi-level method, organizing conferences, seminars and training courses, introduction of business activities by multi-level method of other organizations and individuals without being granted a Multi-level sale registration certificate, unless otherwise prescribed by law;
    - Participating in activities of organizations and individuals doing business via multi-level method without being granted Multi-level sale registration certificate, unless otherwise prescribed by law.
  - Individual who is a partner in a registered partnership, owner for private enterprise or single member limited liability companies, the member for limited liability companies with two or more members, founding shareholders for joint stock company, legal representative of a multi-level marketing

company whose multi-level marketing registration certificate has been revoked in accordance with regulations of the Government's Decree No. 42/2014/ND-CP dated May 14, 2014 on management of multi-level marketing activities and Decree No. 40/2018/ND-CP dated March 12, 2018 on providing regulatory framework for multi-level marketing;

- Cadres and civil servants in accordance with regulations of law on cadres and civil servants; Being terminated due to a violation of Multi-level sale participating agreement as a Team Partner of Company or a Team Partner of PM Group in other countries previously.
- Being an employee or participant/distributor of another multi-level sale enterprise at the time of registration.

#### **4.2. Procedure for registering to be become a Team Partner**

To become a Team Partner of Company, the participant shall prepare a dossier fully including:

- 02 (two) copies of Multi-level sale participating agreement according to Company's form, which have been filled information and signed by Team Partner;
- 01 (one) copy of valid Identity Card/Citizen ID Card or passport (notarized copy or original for comparison);
- 01 (one) copy of Marriage Certificate (in case registering as a Team Partner with his/her spouse);
- 01 (one) copy of valid Work Permit or other equivalent document in case of exemption as prescribed by law (for foreigner);
- 02 (two) 3x4 cm photos.

#### **4.3. Procedure for signing Multi-Level Sale Participating Agreement**

##### **a. Step 1: Receiving dossier**

Applicant submits the dossier directly or by post as prescribed in Clause 4.2 of Code of Conduct to head office, branches, representative offices or business locations of Company.

##### **b. Step 2: Checking and approving the Contract**

- Within five (5) working days, Company will check the registration dossier.
  - If the dossier is complete and valid, Company will sign a Multi-Level Sale Participating Agreement and return to the TEAM PARTNER an original of the signed Multi-level sale participating agreement (send directly or by post). In case of receiving directly at the head office or branch, Team Partner is responsible for signing the receipt into the Company's filing system. In case of receipt by post, Team Partner is responsible for signing and receiving the bill of lading of the delivery unit.

- If the dossier is not complete and valid: Company will notify the Applicant to supplement the dossier in accordance with regulations.
- After the Contract is approved:
  - Company will grant TEAM PARTNER a TEAM PARTNER Number (TEAM PARTNER does not have to pay any fees). The TEAM PARTNER will use the TEAM PARTNER Number in orders and correspondence with the Company.
  - TEAM PARTNER has not conducted any multi-level sale activities.

## **5. PROCEDURE FOR PARTICIPATING IN BASIC TRAINING PROGRAM**

- 5.1. Company will organize basic training for Team Partners in accordance with the Basic Training Program that has been registered and approved by the competent state authority.
- 5.2. Team Partners participating in the Basic Training Program are held free of charge by Company via direct training method from qualified trainers as prescribed by law.
- 5.3. Procedure for participating in the Basic Training Program:

### **a. Register for the Basic Training Program**

- Within 5 working days from the date of signing and approving of the Multi-level Sale Participating Agreement, Company will send information about the Basic Training Program via phone message or Team Partner's email address provided in the registered application. Team Partner can see information about the day, time, organization location of Basic Training Program posted on the official website of Company or listed at the headquarters, branch, representative office or business location of Company.
- After receiving information about the scheduled time for the Basic Training Program, the Team Partner who wishes to participate in the Basic Training Program of Company may register through one of the following methods:
  - + Register via email to Company: [contact-vietnam@pm-international.com.vn](mailto:contact-vietnam@pm-international.com.vn); or
  - + Register via postal mail to the head office, branch, representative office or business location of Company; or
  - + Register directly at the head office, branch, representative office or business location of Company.
- In order to serve the Basic Training Program, Team Partner can download the free document supporting for their operation on the official website of Company, <https://www.pm-international.com/>.

### **b. Participate in the Basic Training Program**



- Before entering into the training class, Company's staff will check Team Partner's information on Company's system.
- + If Team Partner has name on the Basic Training Program registration list, Company's staff will allow Team Partner to attend the Basic Training Program.
- + If Team Partner's name is not available on the Basic Training Program registration list, Company's staff will guide Team Partner to complete procedure register in Basic Training Program.
- Before entering into the class, the Company's staff will require Team Partner to sign to confirm in Team Partner Attendance List.
- Learn Basic Training Program: Company's Basic Training Program is composed of the following 6 topics under the direct training of Company's Trainer:

No.	Training contents	Time
1.	Law on the multi-level sale industry	120 minutes
2.	Ethical Standards on multi-level sale activities	90 minutes
3.	The basic contents of Multi-level sale participating agreement	30 minutes
4.	The basic contents of Code of Conduct	90 minutes
5.	The basic contents of Marketing Plan	120 minutes
6.	Mechanism for evaluating the completion of the Basic Training Program in accordance with the training content and methods	30 minutes

After the course, there will be 20 minutes for Team Partner to ask questions regarding the topics of the Basic Training Program. Then, the Trainer of Company will answer Team Partner's questions.

**c. Take a test**

After the end of the training contents, Team Partners are required to perform the knowledge testing at the end of program at class, consisting of 20 multiple-choice test questions in 40 minutes with the supervision of Trainer and the supporting-class staff.

Team Partner will receive the test and do the test on the test sheet, the time of the test is 40 minutes calculated from the time the Trainer gives the test sheet to all Team Partner and starts the time of the test.

At the end of a 40-minute test, Team Partner remits the test and test sheet for the Trainer. If Team Partner completes the test earlier than the maximum allowed time, Team Partner may be active remitting to Trainer.

**d. Assess test result**

The Company's appointed Trainer will conduct grading. Team Partners pass the

test if reaching from 70% of the correct answers upwards. In case the first test result is not passed, Team Partner has the opportunity to take the second test. If the second test is still fail, Team Partner must retake the Basic Training Program.

Within 02 days from the ending day of Basic Training Program, the test result will be posted on the company's website or listed at the headquarter, branches, representative offices or business locations of Company.

**e. Confirm training course completion and sign a commitment**

Team Partner who has passed the test will receive a certificate of completion of the Basic Training Program's content and duration within 5 days from the end of the course. Team Partner receives the certificate of completion of the Basic Training Program's content and duration directly at the Company's headquarters, branches or by post.

Team Partner fills in all information and signs a written commitment according to Form No. 13 in the appendix issued with Decree 40/2018/ND-CP and returns it to Company for Company to issue Membership Card. Company only issues Membership Card to Team Partner who has completed the Basic Training Program (who is granted a written confirmation of having completed the Basic Training Program). Membership Card will be issued by Company directly at the head office, branch, representative office, business location or sent by post to Team Partner at the address in the registration file within 10 days from the date Company receives the Commitment from Team Partner.

**Note:** The Spouse of a Team Partner, when jointly signing the Agreement, shall complete the Basic Training Program according to the laws.

**5.4. Save test result**

Company saves the test results of each Team Partner who completes Company's Basic Training Program. Company will save the test results in 2 ways: paper (hard copies) and electronic versions. The paper (hard copies) will be kept in Company's warehouse at Company Head Office. The electronic version will be stored by Company as part of Company's information system.

**6. PROCEDURE FOR GRANTTING MEMBERSHIP CARD**

**6.1. Conditions for Membership Card issuance:**

Company only issues Membership Cards to Team Partners who have completed the Basic training program (granted a written Confirmation of completion of the basic training course on multi-level sale). Membership Cards will be issued free of charge and issued directly by Company at the head office, branches, representative offices, business locations or sent to Team Partners by post at the address in the registration dossier within 10 days from the date Company receives the Commitment from Team Partner.

**6.2. Membership Card's contents:**

A Membership Card in the Company's form includes the following basic information: (i) Company Name; (ii) Address and telephone number of the Company; (iii) Photos

of the Team Partner; (iv) Team Partner information such as: Name, Identity card/citizen ID card or passport number, Team Partner Number or card number, date of issue, place of issue.

6.3. Membership Card's term:

Membership Card has a term equal to the remaining term of the Multi-level sale participating agreement and will automatically expire when Multi-level sale participating agreement terminates. Company will notify via the website of the termination of validity of Membership Card.

6.4. Membership Card's use:

Tam Partners may only introduce, market, sell and recruit their own network within the validity period of their Membership Card and shall present their Membership Card before introducing, marketing or selling Products, recruitment.

**7. PROCEDURE FOR ORDERING, PAYMENT, DELIVERY AND RECEIPT OF PRODUCTS**

7.1. **Ordering rules**

- a. Team Partners order and receive Company's Products exclusively and directly from Company. It is not permissible to purchase Company's Products from another Team Partner.
- b. Company will not entice or force TEAM PARTNERs over stock on its products for whichever reasons.
- c. There is no minimum quantity in each order.
- d. All orders by the Team Partner are processed according to the List of product trading via multi-level sale method notified to the competent state authorities and is valid at the time of ordering. Prices are generally to be understood as being without any costs of packaging and shipping (if applicable).

7.2. **The process of ordering, payment, delivery when buying Products directly**

**a. Step 1: Order products**

Team Partner can order Products through the following methods:

- **Order directly:**

Team Partners come directly to the head office, branches, and business locations of Company to fill out and submit orders according to the instructions of Company employees. Orders must include the Team Partner Number, shipping information and information of the product ordered.

- **Order via telephone:**

Team Partners call (+84) 028 3899 8048 (Customer Care Department of Company) to order. The Company's Customer Care Department will require Team Partner for order information in order to complete the Team Partner's order.

- **Order via Email:**

Team Partners send an email to Company's address: [order-vietnam@pm-international.com.vn](mailto:order-vietnam@pm-international.com.vn) to request an order. In the email order request, Team Partner specifies Team Partner Number, shipping information and information of the product ordered.

- **Order via Company's website:**

Team Partners access the website: <https://www.pm-international.com/> and log in with Team Partner Number provided by Company. Team Partner then proceeds to order in sequence on the website.

**b. Step 2: Payment**

Team Partners check orders and make payments through the following methods:

- **Direct payment:** Team Partners can pay for orders by cash or bank card at the counter.
- **Online payment:** Team Partners carry out payment procedures by wire transfer or pay via an online payment gateway integrated on the website and are guaranteed benefits in accordance with the law on online payment.

Team Partners receive an electronic tax invoice at the email address provided in the Contract from the date of completion of the order and payment.

**c. Delivery**

- Within 30 (thirty) days from the date of Team Partner's order, Company will delivery of Products orders ordered by Team Partner. Team Partners are responsible for receiving all products delivered by Company.
- Delivery will be done by the following ways:
  - **Direct delivery at the head office, branches, business locations of the Company:** Team Partners can receive products directly at the head office, branches and business locations of Company after checking the condition and quantity of the product and signing the receipt according to Company's form.
  - **Through the shipping unit:** Team Partners can also receive the product at an address specified by him or her in the order. Team Partners are responsible for paying the shipping cost to shipping unit. In the event that the first attempt at delivery fails for whatsoever reason, a maximum of 02 further attempts to deliver/contact Team Partner will be made within a period of 10 (ten) days after the first attempt. Team Partner will need to bear all return shipment charges as well as any reshipment charges for any other reshipment attempts.
- When the products ordered by Team Partner are deemed undeliverable and returned to the Company, Team Partner will need to bear all return shipment charges as well as any reshipment charges for any other reshipment attempts.

- In case Company does not deliver the products or Team Partner does not receive the Products within 30 (thirty) days from the date Team Partner's order was successfully placed, Company will cancel the transaction and refund the entire amount to Team Partner (if Team Partner paid already) .
- In the event that Team Partner lets the products at Company without receiving the Products within 30 (thirty)days of Team Partner 's payment of the purchase, Company will cancel the transaction and refund the entire amount to Team Partner.
- Company reserves the right to deduct commissions, bonuses and other economic benefits received by Team Partners from the purchase of Products not delivered by Company or not received by Team Partner.

## **8. EXCHANGE, RETURN, BUY-BACK OF PRODUCTS**

### **8.1. Principle of exchange Products**

- a. Company accepts exchange of Products (including purchased under Company's promotion program) made by Team Partners (even in the case of termination of Multi-level sale participating agreement) and Customers in accordance with Company policies provided that:
  - Product is determined to be defective due to manufacturing under the Product warranty policy;
  - Enclosed with the purchase invoice of the Products requested to be exchanged;
  - The request is made within thirty (30) days of receiving Products.
- b. Whenever there is a request for Product exchange within the valid period, Team Partner may exchange for an equivalent Product.

### **8.2. Principle of return and buy-back Products**

- a. Company accepts return and buy-back of Products (including purchased under Company's promotion program) made by Team Partners (even in the case of termination of Multi-level sale participating agreement) and Customers in accordance with Company policies provided that:
  - Products with intact package, stamps;
  - Enclosed with the purchase invoice of the Products requested to be returned. The request is made within thirty (30) days of receiving Products.
- b. Team Partner will be refunded by the Company at least 90% of the amount that Team Partner has purchased through cash or transfer if Product meets the conditions specified at Point a Clause 8.2.
- c. Company have the right to deduct commissions, bonuses and other economic benefits (if any) that Team Partner received from the purchase of returned Products by themselves. Besides, Company also have the right to recover from other Team Partners commissions, bonuses and other economic benefits (if any) received relates to the returned Products.
- d. Team Partner who is terminated Contract under the circumstances specified in Clause 10 of this Code of Conduct may also request the return of the Products according to this Article if he or she meets the conditions specified in Clause 8.2 of this Code of Conduct.

### 8.3. Procedure to exchange Products

#### a. **Step 1: Send a request to exchange Products**

When required to change Products, Team Partner/Customer has to provide for Company:

- + Valid Membership Card (in case of Team Partner);
- + Invoice of the product that is requested to be exchanged;
- + The product is requested to be exchanged;
- + Request to change Product form that has been fully filled in information.

Time: From Monday to Friday (except Saturday, Sunday, public holidays); and from 9:00 a.m. to 6:00 p.m. daily.

Location: Head office, branch, business location of the Company.

#### b. **Step 2: Confirm information and exchange Products**

Upon receipt of request from Team Partner/Customer, if Products is identified as defective due to production under the Products Warranty policy, Company will proceed to change equivalent Products for Team Partner/Customer within seven (07) days from the date of receipt valid Product Change request.

### 8.4. Procedure to return, buy back Products

#### a. **Step 1: Send a request to return Products**

Team Partner/Customer who requires Company to buy back Products (including in the event of termination of Multi-level sale participating agreement and Products purchased under the promotion) need to provide to Company:

- + Valid Membership Card (in case of Team Partner);
- + Invoice of the product that is requested to be returned;
- + The product is requested to be returned;
- + Request to return Product form that has been fully filled in information.

#### b. **Step 2: Confirm the information and refund**

Within twenty (20) days from the date of Team Partner 's request to return valid Products, Company will inspect the Product and review the conditions for returning Product and notify Team Partner of the acceptance of the return or the reason for the refusal to return, repurchase.

Within ten (10) days from the date of Company sent the notification about accepting the request to buy-back Products, parties will unite the quantity of Products and the amount of refund and Company will pay that amount to Team Partner in the form of (i) cash or (ii) wire transfer through the bank account provided by Team Partner in the Contract or (iii) debit that amount to Team Partner to buy another Product (as required by Team Partner).

## 9. PRODUCT WARRANTY

### 9.1. Warranty principle

Company commits to strictly implement the product warranty obligations for products covered by the warranty as specified below:

- c. Provide a warranty receipt indicating the warranty period for Team Partner/Customer in the event of Warranty Products;
- d. Providing Team Partner/Customer with similar Products, components, accessories for temporary use or other forms of solution accepted by the Customer during the warranty period;
- e. Change new Products, components, accessories or recall Products, components, accessories and return money to Team Partner/Customer in case the warranty period expires without repair or failure error;
- f. Change new Products, components, accessories or recall Product and return money to consumers in case of warranty for Products, components and accessories three or more times during the warranty period but still cannot fix the error;
- g. Bear the cost of repairing, transporting Products, components, accessories to the warranty place and from the warranty place to the Team Partner/Customer's residence address;
- h. Responsible for warranty of Products, components and accessories for Team Partner/Customers in case of authorizing other organizations and individuals to perform warranty.
- i. Under the warranty regulation of Products, Team Partner is responsible for receiving and re-delivery the Damaged Products to Company or the Customer can directly go to Company for warranty.
- j. Company is responsible for ensuring the quality of Products sold to Team Partner/Customers in accordance with the published information. Team Partner is responsible for providing information of quality in accordance with the information provided by Company. In the event of a Product Quality complaint, Team Partner is responsible for notifying Company immediately upon receipt of this complaint.

9.2. Upon receipt of the Product, Team Partner/Customer must inspect the Product to ensure that it has sufficient quantity and packaging intact. **Warranty process:**

- a. **Step 1:** Team Partners/Customers shall send the following documents to Company:
  - Products and accessories;
  - Invoice;
  - Valid warranty card (if any);

- Warranty Request
- b. **Step 2:** At the time of request, Company shall confirm information in writing for Team Partners/Customers, therein point out the response time toward the warranty settlement.
- c. **Step 3:**
  - Within seven (7) working days from the date of receiving the Warranty Request, Company shall respond about the warranty settlement for Team Partners/Customers. If such product is determined to be defective due to production's fault and under warranty policy, Company shall announce the time to complete the warranty.
  - For the cases that are not eligible to apply warranty regulations and repairable, Company shall support the Team Partners/Customers to transfer the Product to the manufacturer for repairing and replacing the product's accessories. Company shall notify the Team Partners/Customers about incurred fee and Company will only do after obtaining the Team Partners/Customers confirmation with such incurred fee.

## **10. TERMINATION OF MULTI-LEVEL SALE PARTICIPATING AGREEMENT**

### **10.1. Case of termination of Multi-level sale participating agreement**

- a. Team Partner is entitled to terminate his/her Multi-level sale participating agreement by tendering a 10 (ten) working day written notice in advance of such termination to Company. Team Partner shall submit to the Company the following documents:
  - Application for termination of Multi-level sale participating agreement;
  - Membership Card;
  - Confirmation of the completion of the content and duration of the basic training program; and
  - A copy of ID Card/Citizen ID Card/passport or other personal identification.
- b. Auto-termination: Team Partners do not buy order consecutively within the first 4 weeks from the time of issuance of the Membership Card or within 12 months from the date of purchase of the last Product.
- c. **Company is entitled to terminate Multi-level sale participating agreement with Team Partner if the Team Partners have violation as follows:**
  - Performing marketing, sales and development of multi-level sale network when not being granted Membership Card;
  - Not presenting his/her Membership Card before introducing or marketing, selling Products;
  - Not complying with Multi-Level Sale Participating Agreement and Code of Conduct of Company;



- Insufficiently and untruthfully provide information on Company, Products to be traded by the multi-level sale method, Marketing Plan and Code of Conduct of Company.
- d. **Company has the responsibility to terminate the Multi-Level Sale Participating Agreement in case that Team Partner violates prohibitions for Team Partner as follows:**
- Requesting other people to deposit or submit a certain amount of money in order to sign Multi-Level Sale Participating Agreement;
  - Providing misleading or confusing information about the benefits of participation in multi-level sale networks, the function and use of Products and the operations of Company;
  - Organizing conferences, seminars and training courses regarding multi-level business without a written delegation issued by Company;
  - Inducing, enticing, corrupting multi-level sale participants of other multi-level sale enterprises to join the network of Company in which they are participating;
  - Using positions, authorization, social and career positions to encourage, require, induce, entice other people to participate in multi-level sale networks or to purchase Products traded via multi-level business;
  - Performing multi-level sale activities in provinces where Company has not been granted the confirmation for the registration of its multi-level sale operations in such localities.
- e. In addition, Multi-Level Sale Participating Agreement is also terminated when Company expires its term of operation but does not renew; self-terminate operation according to Company's decision; Enterprise Registration Certificate revoked; Revoked or expired Multi-level Sale Activity Registration Certificate.

## 10.2. **Process, procedure for termination of Multilevel Sale Participating Agreement**

- a. In case of the Team Partner sends a written notice to Company about termination of the Multi-Level Sale Participating Agreement

**Step 1:** Team Partners submit to the Company the documents referred to in Point a Clause 10.1 above at least ten (10) working days prior to the intended date of termination of the Multi-Level Sale Participating Agreement.

**Step 2:** Within 20 (twenty) working days from the date of terminating the Multi-Level Sale Participating Agreement, the parties agree on the buy-back of products, including commissions, bonuses and other economic benefits that Team Partners can receive from their business activities in the Company's multi-level sales network (if any). In addition, Team Partner must perform his or her obligations towards Company (if any) and all other matters related to the rights and obligations of the parties (if any). Within 10 (ten) working days from the date the parties agree on the commissions, bonuses and other economic benefits, Company will pay the commissions, bonuses and other economic benefits to

Team Partner after deducting the Team Partner's debts to Company. The contract is liquidated after the parties fulfill their obligations.

b. In the case of Company terminating the Multi-Level Sale Participating Agreement and other cases

**Step 1:** When deciding to terminate Multi-Level Sale Participating Agreement with a Team Partner, Company will send notice on termination in writing to the address on Team Partners 's record.

**Step 2:** After receiving written notice of Company about terminating the Multi-Level Sale Participating Agreement:

- + If Team Partner wishes Company to reconsider the decision to terminate, Team Partners will send a written request to Company within fifteen (15) days of the termination notice. If Company does not receive a request within such period, Multi-Level Sale Participating Agreement will be terminated from the date that stated in notice. After that, the Company will proceed with the termination of the Multi-Level Sale Participating Agreement at Point b Clause 10.2 of this Code of Conduct.
- + If Team Partners sends a written request for a review of the decision to terminate the Multi-Level Sale Participating Agreement in mentioned period, Company will review the decision and notify Team Partner of the results within 30 (thirty) days from the date of receiving Team Partner's request. Company will not reconsider Company's decision again. In the event of the decision to terminate remains the same, termination will remain in effect since the date stated in the initial termination notice.

**Step 3:** Within 20 (twenty) working days from the date of terminating the Multi-Level Sale Participating Agreement, the parties agree on the buy-back of products, including commissions, bonuses and other economic benefits that Team Partners can receive from their business activities in the Company's multi-level sales network (if any). In addition, Team Partner must perform his or her obligations towards Company (if any) and all other matters related to the rights and obligations of the parties (if any). Within 10 (ten) working days from the date the parties agree on the commissions, bonuses and other economic benefits, Company will pay the commissions, bonuses and other economic benefits to Team Partner after deducting the Team Partner's debts to Company. The contract is liquidated after the parties fulfill their obligations.

## **11. EFFECTS OF MULTI-LEVEL SALE PARTICIPATING AGREEMENT TERMINATION**

- 11.1. After terminating Multi-Level Sale Participating Agreement, Team Partner shall not further represent himself/herself as a Team Partner of Company and shall cease to use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Products, plan or program of Company. Team Partner shall have no rights to enjoy any benefits under Multi-Level Sale Participating Agreement, Code of Conduct, and/or Marketing Plan.
- 11.2. If Multi-Level Sale Participating Agreement is terminated, then immediately upon termination, the terminated Team Partner will:

- a. Remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Products, plan or program of Company;
- b. Must cease representing himself/herself as a Team Partner of Company;
- c. Must take all actions reasonably required by Company relating to protection of Company's confidential information. Company has the right to set off any amounts owed by Team Partner to Company including, without limitation, those incurred pursuant to any indemnity obligation under regulations of law, from commissions, bonuses and other economic benefits due to Team Partner.

## **12. REAPPICATION**

In the event that the Team Partner terminates Multi-Level Sale Participating Agreement pursuant to Point a and b of Clause 10.1 above, an application for a new Team Partner may be submitted if him/her meets the conditions specified in Clause 4.1. In the remaining terminations, Team Partner may not re-register as a Team Partner of the Company.

## **13. RIGHTS AND OBLIGATIONS OF TEAM PARTNER**

### **13.1. Team Partners have following rights:**

- a. Team Partners may carry out marketing, sales activities and develop a multi-level marketing network after being granted a Membership Card and are free to decide the date, time and location. Team Partners must present their Membership Card before introducing, marketing or selling. Team Partners will be responsible for the activities and all costs related to their activities.
- b. Team Partners are entitled to receive commissions, bonuses and other economic benefits built by the Company in the Marketing Plan.
- c. Team Partners can participate in training programs and promote products, seminars, conferences organized by the Company.
- d. Team Partners have access to the Information technology system to manage multi-level sale networks by TEAM PARTNER ID and password provided by the Company to provide all necessary information for business activities such as: Team Partner Information, Products, network, order history, commission history, etc.
- e. Other rights are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

### **13.2. Team Partners have following obligations:**

- a. Team Partner only carry out marketing, sales activities and develop multi-level marketing networks after being granted Membership Card.
- b. Presenting Membership Card before introducing, marketing, selling.
- c. Team Partner understands and complies with the Code of conduct, Multi-level sales participating agreement and Marketing Plan. All Team Partners must be

responsible for business matters and perform activities with the integrity of self and career.

- d. Provide full and truthful information when introducing the Company, Products sold by the multi-level method, Marketing plan and Code of conduct of Company.
- e. Team Partner shall prevent all actions that may negatively affect the whole Company.
- f. All Team Partners are responsible for training and encouraging all other Team Partners at all levels by using Company support information. A Team Partner may only organize training courses on sales and direct marketing after receiving written authorization from Company.
- g. When providing Products, Team Partners shall provide information on labels, catalogs, or promotional manuals issued by Company. Team Partners shall not mention features that help with treatment or cure.
- h. All Team Partners shall understand and comply with the laws on multi-level sales.
- i. Team Partners agree to have their dossier reviewed at credit bureaus and check personal information before being accepted by Vietnam PM.
- j. Team Partners at each level shall supervise other Team Partners in their group to maintain status for the first 4 consecutive weeks after registration and be granted a Membership Card or within 12 months after placing an order for the first time without any further orders to avoid the termination of Multi-level sale participating agreement as stipulated in Clause 10 of this Code of Conduct, when you are still a Team Partner.
- k. An individual who registers to be a Team Partner does all business with Vietnam PM as a multi-level sale participant and is not an employee or representative of Company in any case.
- l. Team Partner wishing to promote the business of Company Products shall use the information and description used by Company to promote and advertise.
- m. Team Partner wishing to sell Company's Products in a different way (not as a Team Partner), but to become a representative, wholesaler or trader shall obtain the written approval of Company.
- n. The dissemination of information about the characteristics, quality, type and quantity of Company's Products for advertising, radio and printing advertising, shall comply with the trademark registration of Company and get written approval from PM-International Singapore and Company.
- o. The Company will deduct the Team Partner's personal income tax to pay to the state budget before paying the commission, bonuses and other economic benefits to the Team Partner, unless otherwise stated.
- p. As a Team Partner of Company, Team Partner shall follow the required process. Team Partner only sell PM's products exclusively by distributing them personally

to end customers. Distributions through retail stores, markets, trade shows, online auctions and other similar sales events are not permitted.

- q. Team Partner shall sell Products directly to Customers, not to other Team Partners and Team Partners are not allowed to compare the quality of Company's products with those of other companies. This is a violation of the law and the Code of Conduct.
- r. Other obligations are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

#### **14. RIGHTS AND OBLIGATIONS OF COMPANY**

14.1. Company will have the rights as follows:

- a. Company reserves the right to use Team Partner's personal information provided in the Agreement (including but not limited to permanent address, contact address, telephone number, email address, etc.) to send information by post, telephone, or text message to update business activities of Company related to Team Partner.
- b. In the course of Team Partner's doing business with Company, Company reserves right to use the Team Partner's name, images or footage with appearance of Team Partner taken or filmed in Company's events, or images or clips provided by Team Partner for the purpose of promoting these events or supporting activities of the Team Partner. This name, image or video will be used in Company's business support documents, and other official communications channels such as websites, Facebook, mobile applications, marketing materials, etc. for the purpose of business of Company.
- c. Other rights are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

14.2. Company will be obliged as follows:

- a. Publicly announce at head office, branches, representative offices and business locations of Company documents related to multi-level sale activities and Products of Company as prescribed in Clauses 4 and 5, Article 9 of Decree No. 40/2018/ND-CP.
- b. Strictly comply with the registered Code of Conduct and Marketing Plan.
- c. Create and announce sale price of Products traded by multi-level sale method and comply with such announced prices.
- d. Issue invoice for each transaction of Team Partner and customers buying Products directly from the Company.
- e. Be responsible for Team Partner's activities carried out at the Company's head office, branches, representative offices, business locations or at the Company's conferences, seminars and trainings.
- f. Deduct multi-level sale participants' personal income tax to submit to the state budget before paying commissions, bonuses or other economic benefits to multi-level sale participants, except otherwise regulated by other regulations.

- g. Operating the information technology system that manages the network of multi-level sale participants in accordance with Article 44 of Decree 40/2018/ND-CP, in accordance with technical explanations when registering multi-level sale activities, ensuring Team Partners can access and retrieve basic information about their multi-level sales activities.
- h. Operate and regularly update the website in Vietnamese to provide information about the Company and the Company's multi-level sale activities in accordance with Article 45 of Decree 40/2018/ND-CP.
- i. Operate the communication system to receive and resolve Team Partner's inquiries and complaints, including telephone, email and receiving address.
- j. The Company is responsible for compliance with the relevant laws and regulations on business conditions and circulation of Products traded via multi-level sale method. Team Partners
- k. The Company will be responsible for compensation as required by law for any actual damage caused to consumers due to Product defects, provided that the causal relationship between the damages and Product's defects is proved and customer provide evidence of this damage. The Company will not be responsible for any damage caused to consumers due to Team Partner's fault. In the event that the Company breaches the Multi-level sale participating agreement and such violation causes physical damage to the Team Partner when the Team Partner has correctly and fully performed his obligations under Multi-level sale participating agreement, the Company will be responsible for compensation for such damages.
- l. Other obligations are specified in this Multi-level Sale Participating Agreement and Relevant Documents.

## **15. RESOLVING COMPLAINTS OF TEAM PARTNER**

### **15.1. Reporting responsibility**

Company requires compliance with the law, as well as ethical standards. If Team Partners know or suspect any illegal or unethical situation or know or suspect a breach of any provision of the Code of Conduct, Team Partner shall immediately notify what Team Partners know to Company. All reports will be handled in a confidential manner except where it is necessary to disclose to investigate the matter or as required by law, rule, or regulation or statutory order.

The matter Team Partners care about will be taken seriously. The appropriate representative will investigate and take action if necessary.

### **15.2. Reception form**

Company always has a communication system ready to receive and resolve all questions and complaints of Team Partner through the following communication channels:

- a. Email: [contact-vietnam@pm-international.com.vn](mailto:contact-vietnam@pm-international.com.vn)
- b. Phone number: **+1800 28 28 69**

- c. Head office: Ground floor, Dreamplex 195 Building, No. 195 Dien Bien Phu, Ward 15, Binh Thanh District, Ho Chi Minh City.

### 15.3. The process of resolving complaints of Team Partner

The process of resolving complaints of Company is as follows:

#### a. **Step 1: Receiving complaints**

When a Team Partner has basic to believe that another Team Partner has violated the Multi-Level Sales Participation Agreement, the Code of Conduct or other Company's policies, or is aware of the conduct may present a risk of infringement or have any other questions, requests ("**Request**"), that Team Partner ("**Requester**") may submit a Request and Complaint Form to the Company via following methods:

- **Direct contact:** At Company head office during working time, from Monday to Friday: 9am – 18pm, Saturday: 9am – 14pm at Ground floor, Dreamplex 195 Building, No. 195 Dien Bien Phu, Ward 15, Binh Thanh District, Ho Chi Minh City.

The Customer Care of Company will provide the Request and Complaint Form, instruct the Requester to complete and receive the request.

- **Via postal:** The Requester are required to send to Company office Ground Floor, Dreamplex 195 Building, No. 195 Dien Bien Phu, Ward 15, Binh Thanh District, Ho Chi Minh City.

In letters include all the requests and accurate contact information of Requester such as address, telephone contact number, full name of the Requester so that Company can follow up closely.

- **Via telephone:** The Requester are always welcome to give us feedback via the telephone number **1800 28 28 69** during business hour above to present Requests. Based on the information provided by the Requester, Customer Care's Staff of Company will fill in the Company's Complaints and Complaints Form and send them to the request, complaint settlement department.

The Company has signed a Telecommunications service contract for the phone number **+1800 28 28 69** and has a Phone service contract and a Fixed telephone service annex (as attached below). Currently, our phone system is working stably, ensuring support and continues to monitor all cases

- **Via Email:** Requester may submit a Request and Complaints Form via Company email address: [contact-vietnam@pm-international.com.vn](mailto:contact-vietnam@pm-international.com.vn).

#### b. **Step 2: Certifying Request**

After receipt of the Request from the Requester, Company will confirm receipt of the Request by the Requestor within 05 days using the methods set out above.

#### c. **Step 3: Solving the Request**

Within five (05) working days from the date of receipt of the Request from the Requester as mentioned in Step 2 above, Company will send Requester's requests/ other inquiries to relevant department to study, solve the Request.

Within thirty (30) working days from the date of receipt of the Request from the Requester as mentioned in Step 2 above, Company will send a written/ email which resolves Request to the address or email provided by Requester when Company receives the Request in Step 1.

If Requester still does not agree with Request resolution result of Company, Requester may continue to respond to Company according to the contact forms and resolution procedures as outlined above.

d. **Step 4: End of Request**

Keep all records related to the Request and ending the Request.

**16. HANDLING VIOLATIONS**

In the event that Team Partner is applied measures to handle violations, PM Vietnam may apply measures to handle violating Team Partner, including the following measures:

**16.1 Warning letter**

This document is issued by Company to clarify the meaning and the specific implementation of the policy or procedure, warning the next violation will apply the more severe punishment.

**16.2 Monitoring**

Company will require the Team Partner to take remedial actions and monitor compliance of the Team Partner.

**16.3 Suspendeing**

Team Partner will be suspended from certain privileges of the Team Partner role including but not limited to order, participate in Company programs, progressing in the Marketing Plan, or participate as a Sponsor for a specified period of time or until conditions are met.

The Company will send notice letter to the relevant Team Partners. The letter will be secured to the last known address listed in the Company's database and the postmark will be considered proof of receipt. In the event of a suspension, the letter will describe briefly the complaints about the suspended Team Partner, in addition to stating the necessary steps and deadlines that Team Partner must follow to remedy he/her behaviors.

**16.4 Termination of the contract**

The Distributor will be subject to the handling of termination of the Multi-Level Sales Contract in the cases specified in Section 10.1 of these Operational Rules.

The Company will send a registered letter to notify the Distributor of the termination of their Multi-Level Sales Agreement in accordance with Section



10.2 of the Operating Rules.

**17. ETHICAL CODE OF TEAM PARTNER**

- 17.1. A Team Partner always has to act as an independent and responsible business entrepreneur and has to avoid any possible appearance of acting as an employee of Company or of being entitled to make declarations in the name of Company.
- 17.2. A Team Partner will not sell products of other companies who have similar characteristics as the products of Company, unless given written information to do so by Company.
- 17.3. A Team Partner must not sell products of other companies to other TEAM PARTNERS of Company no matter at which level.
- 17.4. A Team Partner sells Company Products exclusively by personal direct distribution to end consumers. Distribution via retail outlets, at markets, trade fairs, internet auctions and similar sales events is not permissible.
- 17.5. We treat our Team Partner as we treat one another, with dignity and respect. We respect their differences and understand their cultural differences. We embrace diversity in each other.
- 17.6. A Team Partner must avoid giving the impression to be representing Company. A Team Partner does not have authorization to speak on behalf of Company or represent Company in any way other than as an independent multi-level participant.
- 17.7. Everything a Team Partner says about Company and Company's Products must be in accordance with Company's stipulations, especially those in the Product Catalogue, on the Product Label and other Product Information. On no account may a Team Partner attribute therapeutic or healing properties to Company Products. A Team Partner must avoid making any health claims at all times.

**17.8. Conduct towards Customers**

The Team Partner have to follow these rules:

- a. Refrain from deceptive or unfair sales practices.
- b. Provide accurate and complete product descriptions and refrain from using comparisons which are likely to mislead or which are incompatible with principles of fair competition.
- c. Give accurate and understandable answers to all questions from Customer concerning the Product and the offer.
- d. Only make verbal promises concerning the Product when authorized by Company.
- e. Inform Customers if Products ordered are unavailable.
- f. Do not abuse the trust of Customer.
- g. Respect the privacy of Customer.

- h. Do not unfairly denigrate another company, its products, its sales and marketing plan or any other feature of that company.

#### **17.9. Distribution Activity of a TEAM PARTNER elsewhere**

- a. Without the prior written consent of Company, it is not permissible for a TEAM PARTNER Vietnam to undertake activities for a competitor of Company. A competitor of Company is taken to be any company which orders Products through personal direct marketing or via a network marketing system as well as, independent of the means of distribution, all companies with products partially or fully in a position of competition to Company Products.
- b. A TEAM PARTNER is obliged to keep every permissible distribution activity for another company completely separate from the activity for Company and with Company Products.
- c. It is not permissible to draw attention to activity for Company or the status as a TEAM PARTNER, or to offer Products of the other company together with Company Products, or to cause other TEAM PARTNERs of Company in any way whatsoever to purchase Products or services from the other company or to become active for the other company in addition to or instead of their activity for Company.

### **18. INHERITANCE**

The code and all advantages of a deceased Distributor may be passed to the successor in line with the legislation in the case of a Distributor's death. By providing legal documentation to the company, the heir must demonstrate that he is the legal heir. The recipient of the Distributor's code and benefits must agree and adhere to all of PM Vietnam's terms and conditions.

### **19. FAMILY OF TEAM PARTNER**

19.1. Spouses can't each have a Team Partner Number.

19.2. Child of a TEAM PARTNER who satisfy all requirements under Vietnamese law as stated under Clause 4.1 This rule is allowed register to become a Distributor in the parent's network

19.3. . Siblings, parents, grandparents and grandchildren can also apply to become that Distributor's Downline Distributor.

### **20. PROTECTION OF COMPANY RESOURCES**

Company resources, including time, material, equipment and information, are provided for company business use. Each TEAM PARTNER of Company is expected to treat the property of the company, whether material or intangible, with respect and care.

#### **20.1. Packaging**

A Team Partner may make no changes to Company products or their packaging and also not allow third parties to make such changes. It is permissible to include an

address label with address data of a Team Partner on a label as long as no advertising or product information is covered by it.

## 20.2. **Intellectual Property**

Intellectual property rights are crucial to protecting the investments of the Company in developing new products and ideas. Team Partner may not copy, reproduce or transmit protected material, such as writing, artwork, music, video, photographs, movie clips and software unless Team Partner have prior written authorization or license.

## 20.3. **Confidentiality**

- a. Integral to Company's business success is our protection of confidential company information, as well as nonpublic information entrusted to us by Team Partners.
- b. Company must use confidential information only for business purposes and disclose it only to those who are authorized and have a need to know. Even after a Team Partner leaves Company, Company must continue to protect confidential information and not use or disclose it without prior written authorization.
- c. , Internal company and personal information intended for business purposes is considered to be confidential unless otherwise specified or published by an authorized official of the company.
- d. Company will consider any breach of the obligations under this article as extremely serious.
- e. Any Requests for the disclosure of confidential information must be forwarded to the authorized departments of the Company.

## 20.4. **Privacy**

Company is committed to protecting the privacy of everyone with whom we do business. Each member of Company has the responsibility to comply with our privacy and security requirements.

Individuals who have access to such personal information must ensure that the information is not disclosed in violation to Company's policies.

## 21. **UNCOMPROMISING INTEGRITY OF EACH TEAM PARTNER IN COMPANY**

### 21.1. **Obeying laws**

Company's commitment to integrity begins with complying with laws, Code of Conduct and regulations. Team Partners adhere to laws and requirements as a basic principle.

Note that Team Partners are encouraged to speak up if they see any possible violations may occur.

### 21.2. **Corruption**

The impartiality and integrity of civil servants must not be damaged.

No TEAM PARTNER may offer services without payment or guarantee a certain outcome for a test or certification process.

Bribery and persuasion payments are forbidden. Corruption is a criminal offence and usually leads to prosecution.

### 21.3. **Conflicts of interest**

Each TEAM PARTNER at Company are expected to avoid any personal, financial or other interests that may be damaging to the Company. Team Partners have to avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when doing business.

TEAM PARTNER must never use Company property or information for personal gain.

TEAM PARTNER will always act in the best interest of Company.

### 21.4. **Fair competition**

Company is dedicated to ethical, fair and vigorous competition. Company does not participate in any activities which aim to achieve commercial advantages through illegal or unethical practices.

It is in Company's best interest to promote free and open competition.

When conducting Company business, all Team Partners have to:

- a. Avoid false and misleading statements about competitors.
- b. Respect the property rights of others.
- c. Not acquire or seek to acquire improper means of competitor's trade secrets or confidential information.
- d. Not induce a third party to breach an existing agreement.
- e. Not discuss pricing, production or markets with competitors.
- f. Never act in a manner that could be seen as an attempt to exclude competitors.
- g. Never act in a manner that could be seen as an attempt to control the market.

### 21.5. **Integrity of information**

All documents, files and reports, regardless of whether they are for internal or external use, have to be maintained in correct and official manner and contain accurate, true, reliable and authorized information.

## 22. **USE FOR INTERNET AND SOCIAL MEDIA POLICY**

- 22.1. Team Partners are not allowed to repost materials (including reposts on other websites); sell, rent or sublicense material from website or social media; copy, adapt or otherwise exploit the material on PM Vietnam's official website and/or Social Media page for another commercial purpose.

- 22.2. Team Partner may not modify or otherwise alter any material on the website; redistribute material – except for special content and explicitly made available for redistribution or the performance of any automated data collection systems or actions (including but not limited to removal , data mining, data extraction and data collection) without the express written consent of PM Vietnam.
- 22.3. When commenting in any content related to PM Vietnam, Team Partner must make it clear that what has been said is a personal opinion and not that of the Company.

### **23. USE OF TRADEMARKS, LOGOS, BRANCH AND NAME**

- 23.1 All rights to the Company name, logo and trademarks or trade names of the Company are the property of the Company. Each use of information that PM Vietnam discloses by any official communication, social media or website, should be accompanied by the credit line “**PM Vietnam Offer**”.
- 23.2 Team Partner must at all times abide by the policy of using the Trademarks, Logos, Trademarks and Names of PM Vietnam as registered and must comply with the Company's rules and guidelines from time to time.
- 23.3 Team Partners may not use Company trade names or trademarks when naming a Team Partner's site or group.
- 23.4 The Company may take measures to terminate the Agreement against a Team Partner who fails to fully comply with or violates the provisions of this Article. At the same time, the Team Partner must be responsible for paying all losses and damages suffered by the Company as well as the financial costs incurred by the Company to remedy such violations.

### **24. OTHER CONDITIONS**

#### **24.1. Force majeure**

Company shall not be responsible for delays or failure in performance caused by circumstances beyond Company’s control, such as strikes, fire, floods, earthquakes, Acts of God and other natural disasters, war, government decrees or orders, information technology (including hardware and software) failures arising out of zero-day vulnerabilities (unknown or unresolved software or hardware vulnerabilities) or curtailment of a party’s usual source of supply.

#### **24.2. Violations**

Where violations of this Code of Conduct are determined to exist, appropriate corrective and disciplinary action will be taken on a case by case discretionary basis.

#### **24.3. Law**

Multi-Level Sale Participating Agreement, Code of Conduct and Marketing Plan shall be governed by the laws of Socialist Republic of Vietnam. Company complies with the requirements of law and therefore this CODE does not restate all legal obligations. Company never gives up its right to insist on compliance with these rules or with applicable laws.

#### **24.4. Standards**

This Code of Conduct is evidence of our company standards. The Code of Conduct serves as a policy for conducting business with integrity. It is not an employment contract and confers no right relating to employment. It is not a complete list of Company policies.

#### **24.5. Processes for revision**

Company has the right to amend Code of Conduct and apply after being approved by the competent state agency.

Amendments will be notified by the Company to the Team Partner via email, Company's official publications or Company's website. If Team Partner does not agree with these amendments or supplements, Team Partner may request Company to terminate the Contract by giving written notice to Company within ten (10) working days from the date of receipt Company's amendments and supplements notice. Termination and liquidation of the Contract at the request of Team Partner shall be effected on the terms and conditions set forth in the applicable document. After a period of ten (10) working days from the date of receipt of notice from Company, if Company does not receive any request from Team Partner for the termination of the Contract, the amendments, supplements are deemed to have been accepted by Team Partner.

Amendments are valid and binding upon submission and approval of competent authority. In case there is any contradiction between the original documents or policies and any such amendments, the amendments shall prevail.

#### **24.6. Other materials**

Any materials that are inconsistent with the Code of Conduct and other Company policies are prohibited.

#### **24.7. Assignment/Innovation/Transfer**

- a. The Company may assign, innovate or transfer all or part of its interests, rights and obligations under this Multi-level sales participating agreement to any third party at any time after getting agreement from Team Partner. Team Partner undertakes to perform and do all the work required by Company to complete and finish such assignment, innovation or transfer.
- b. In case Team Partner does not agree to this assignment, innovation or transfer, Team Partner may send a written notice requesting the termination of Multi-level sale participating agreement at least 10 (ten) days from the date of notice of assignment, innovation or transfer.

#### **24.8. The entire Multi-Level Sale Participating Agreement, Code of Conduct, Marketing Plan**

The Multi-Level Sale Participating Agreement, Code of Conduct, Marketing Plan together constitute the entire complete Multi-Level Sale Participating Agreement between a Team Partner and the Company.

#### **24.9. Dispute settlement**

Any dispute, controversy or claim arising from or in connection with the Multi-Level Sale Participating Agreement, the Code of Conduct and/or the Marketing Plan or the breach, termination or invalidity thereof (herein after referred to as the “Matter”) shall first be sought to be resolved amicably between Team Partner concerned and Company.

If Team Partner and Company cannot resolve the Matter by negotiation, each party shall have the right to bring the dispute to the competent trial to be settled.

**24.10. Entire Multi-Level Sale Participating Agreement, Code of Conduct and Marketing Plan**

Multi-Level Sale Participating Agreement, Code of Conduct and Marketing Plan together constitute the entire Agreement between a TEAM PARTNER and Company.

**24.11. Severability**

24.12. Any notice, request or communication given to the relevant party shall be deemed to have been given fifteen (15) days after the date given or made; if such date is not the business day at which the notice was given, such notice, request or communication shall be deemed to have been delivered the next business day at that location. In the event that a notice, request or communication is sent via email, it will be deemed to have been received by the other party when the email arrives at the recipient's server without any message as to whether the email has not been received. is sent back to the sender.**Notice and Communication**

Each notice and communication to be given or made under this Code of Conduct, Multi-Level Sale Participating Agreement and/or the Marketing Plan of Team Partner shall be in writing and sent to the Customer Care Department of Company or by email to [contact-vietnam@pm-international.com.vn](mailto:contact-vietnam@pm-international.com.vn) and Company sends to address or email of Team Partner in the application.

Any notice, demand or other communication addressed to the relevant party physically shall be deemed to have been delivered after fifteen (15) days it is given or made, provided that, if such day is not a working day in the place to which it is sent, such notice, demand or other communication shall be deemed delivered on the next following working day at such place. In the event of such notice, demand or communication is sent by email, it shall be deemed to have been received by the other party when the email enters the recipient's mail server without any undelivered message sent back to the sender

**24.13. Language**

This Code of Conduct is made in Vietnamese language. In the event that this Code of Conduct is translated into another language and there exists any inconsistencies between the Vietnamese-language version and the foreign, the Vietnamese language version shall always prevail.