

Oriental Inchaway Pte Ltd

and

Sachaway Sdn Bhd

and

Taiwan Oriental Inchaway (are hereinafter individually or collectively referred to as “Inchaway” or “the Company”)

BUSINESS HANDBOOK : INCHAWAY MEMBER’S RULES AND POLICIES

PART 1: THE COMPANY

1. THE COMPANY

1.1. **Inchaway** is a direct selling company that encourages and supports independent membership engaged in selling our products, by ways of retail and building network of distributors.

1.2. The Company sells its products through a Multi-level Marketing Plan by using independent members to sell the products and deliver them to customers; Members at all level are encouraged to make retail sales every month and keep records of such sales.

1.3. A member is one who has filled up the application form and being accepted and confirmed by the Company as such. All application to be a member must fulfil the conditions set out in Rules 4 below.

2. General Policies

2.1. This Business Handbook has been adopted by **Inchaway** to define the rights, duties and responsibilities of **Inchaway**, Independent Member. The following rules are designed to promote harmony and preserve the benefits, rights and privileges of **Inchaway** members and are not meant to restrict nor limit their business.

2.2. **Inchaway** member required to familiarize herself/himself with the Rules and Policies of this Business Handbook.

2.3. The Company reserves the right to change or amend existing rules, or to add new rules without giving prior notice to the Members.

2.4. The Company will from time to time, issue circulars, memorandum and announcement to inform Members of any changes, amendment, or addition, which shall be in line with Rule 27.1.

2.5. Each Member by signing the Member Application Form, expressly agrees to abide and be bound by the Rules and Policies of this Business Handbook.

2.6. Any member who fails to observe the Rules and Policies will not plead ignorance to the Rules and Regulations.

PART 2: MEMBERSHIP

3. Application

3.1. Membership is open to any "Individual" or/and "Business Entity". Applicant must submit the completed Member Application Form to The Company.

3.2. Applicant must be sponsored by a Qualified Member of the Company. A Qualified Member is an individual who is a Member or of higher status, stipulated in the Company's Marketing Plan.

3.3. A one-time subscription fee of IWD10 (or \$ equivalent to local currency) shall be paid upon submission of the Member Application Form. Subsequent renewal of membership shall be renewed by maintenance of one set of product.

Starter Kit of Sacha Inchi Oil 3ml x 15 sachets will be given upon to successful application.

3.4. Individual Registration

a. An individual applying to be a Member of the Company must be of legal age of 18 or above, and is not an undischarged bankrupt.

b. Individual application must be accompanied by a copy of his/herself identity card (NRIC) and a copy of the front page of his/her bank passbook or statement of Account, if so required by the Company, failing which the Company shall have the sole discretion to proceed with the Termination Procedures under Rule 16, and particularly Rule 16.1 of this Handbook if :

i. The details of registration is different from the identity card and bank account ; and / or

ii. Other particulars (such as contact number, correspondence address, etc.) submitted or stated in the registration are suspected to be fake or false or supposititious ; and / or

iii. The concerned Membership Account is suspiciously to contain elements of cheating, ill-intention, unethicity, etc.

3.5 The applicant has the right to resign as a Member or cancel the membership based on Rule 13 and Rule 14 as stated in this Handbook.

3.6. Business Entity Registration

3.6.1. Upon submission of the Member Application Form, an Applicant must attach together:

a. Business Entity Applicant

- A photocopy of his/her identity card (NRIC). Business Registration No with Registrar of Companies

Business Profile Print out

3.6.2. This person's name and a copy of his/her Identity card (NRIC) must be provided upon submission of the Member Application Form.

3.7. The Company reserves the right and authority to reject any application without assigning any reason whatsoever.

3.8. A member is only to hold one (1) Membership under same name. In the event that a Member found to have more than one membership under the same name, the Company shall terminate one of them, whichever deemed fit and necessary.

3.9. If errors or discrepancies are found in a line of network, the Company reserves the right to make adjustments, restoration or any rectification deemed fit and necessary.

3.10. The application to become a **Inchaway** Member is subjected to the confirmation by the company. The Company reserves the right to reject application which does not contain the full particulars or details as required in the Application Form. Application which is based on fraudulent or forged information is considered null and void.

3.11. All Membership is valid upon the Company through its authorized employees, confirmed the application by signing, stamping and returning the duplicate copies.

4. Conditions

4.1 All individuals applying to be an **Inchaway** Member must fulfill the following conditions:

- a. Age 18 years or above
- b. A local citizen or permanent resident,
- c. Foreigner or non-resident must submit a copy of their passport and local bank account no (the Company have the right to make the income tax deduction before monthly bonus is issued).
- d. Must be sponsored by a valid **Inchaway Member**.

4.2 Applicant who does not fulfill the above-mentioned conditions will not be accepted by the Company.

5 Independent Memberships

5.1 All Members are considered as independent contractors. There is no agency or employment relationship between the Company and any Member.

5.2 A Member relationship with the Company is that of a contractual nature. Only adult individual aged 18 and above may contract with the Company for Membership.

5.3 A Member does not have the authority or the power to bind the Company to any obligation or to contract in the name of Company and create a liability against the Company in any the way for any purpose.

5.4 A Member shall not use the Company's name, logo, slogans and trademarks without the consent of the Company.

5.5 The Member shall not represent herself / himself, expressly or implicitly, as an "employee" or "agent" of **Inchaway** on any of stationery or printed materials.

5.6 A Member shall not represent or declare, expressly or implicitly, to be the sole or exclusive Member for or to any particular area or territory of Inchaway business.

6 Husband & Wife Membership

6.1 A husband and wife can apply separately as a membership and must not be under the same line of sponsorship.

6.2 If two **Inchaway** Members have been independently operating their **Inchaway** career prior to their marriage, they have the following options:

- a. Combine as one Membership through a Business Entity; or
- b. Operate both Memberships of which each will be maintained in its original line of sponsorship.

6.3 In case of single Membership, both husband and wife shall enjoy all awards and benefits jointly.

6.4 In case of a divorce, unless the parties shall have both agreed on the mode of sharing the awards, the awards shall be distributed equally.

6.5 In any case, all arrangement shall be notified and agreed by the Company.

7 Succession or Inheritance

7.1 The **Inchaway** career can be willed and be inherited and take over by the heir of Member in case of old age, disability or death.

7.2 The heir could be the next of kin of the Member, or whoever individual whom she/he has willed her/his assets to, or whoever individual who inherits her /his asset by operation of the local law.

7.3 All heirs who qualify to inherit a Membership shall be required to maintain the minimum Point Values (PV) in order to continuously enjoy the benefits as provided for in the Marketing Plan.

7.4 Members must make proper arrangement during their lifetime for the orderly and legal Inheritance process by submitting the “BENEFICIARY DESIGNATION FORM” and obtaining approval from the Company.

7.5 In the event that the Inheritance process is not initiated prior to his/her death, the membership may be deemed abandoned or closed. In whatever circumstances, the Company shall have the absolute right to decide the next course of decision.

8 Life Membership & Change of Sponsorship

8.1. Membership is by lifetime, subscription fee is by annually, and the change of sponsorship is not permitted.

8.2 Change of sponsorship is not permitted save in special circumstances as outlined in Rule 9.3(b).

8.3 Change of sponsorship is allowed only if all the following conditions are fulfilled:

a. The Member has with written notice resigned from the **Inchaway** Membership, or the Membership has been terminated by the Company with notice.

b. At least 6 months has elapsed since the resignation is received and confirmed by the Company or; the date of the termination takes effect. For examples, the resignation was on 01/03/17, hence the cooling-off period expired on 31/8/17.

c. During the 6 months period, the Member must observe the following conditions:

i. She/he cannot purchases any **Inchaway** product as a member

ii. She/he cannot sell any **Inchaway** product

iii. She/he cannot sponsor, nor seek to sponsor any person as **Inchaway Member**

iv. She/he cannot attend any **Inchaway** meetings or trainings

v. She/he cannot represent to be a Member of **Inchaway**

8.4.1 If she/he is found to have violated any of the conditions in Rules 8.3 (c) (i)-(v), the 6 months period will be calculated from the latest date where she/he so violated.

8.4.2 After 10 days cooling-off period, the change of sponsorship is only effective by resubmitting an application to be a **Inchaway** Member under a new sponsor. The application will be treated afresh.

9 Double Memberships

9.1 As the policy of the Company, double membership within **Inchaway** is strictly prohibited.

9.2 There are 2 applications for membership submitted for the same person, the first application which is earlier in time shall be effective.

9.3 Without prejudice to Rules 9.2 the second application may override the first if it has been proven that

- a. The first application is submitted without the knowledge and consent of the applicant, express or implicit; or
- b. That the first application had been submitted more than 1 year from the date of first submission, and during the last 6 months, the recorded Personal Sales is less than 30PV per month

9.4 In the case of Rules 9.3, the applicant must submit a written letter stating clearly the reason(s) for the application of the second membership, and agrees to forfeit the current sales level recorded and downlines established under the first membership

9.5 The Company reserves the right whether to approve the second application.

10 Disputes

10.1.1 Subject to Rules 9.3, if two Members should claim to be the sponsor of the same new Member, the Company shall regard the first application received by Company Centre as controlling.

10.2 As the policy, the Company strictly prohibits the act of undercutting. Under-cutting in this context means:

- a. Signing up an existing and valid **Inchaway** Member of others group.
- b. Signing up the wife when the husband is already a **Inchaway** Member or vice versa.
- c. Signing up under another sponsor to operate her/his Membership while her/his membership is still in existence.

10.3 The Company reserves the right to take the following actions against the party at fault

- a. The membership of the Member who signs up members or spouse of members of other groups shall be terminated
- b. All Members involved shall be transferred back to their original sponsors.
- c. If the spouse A of a Member B is found to have signed under another group, A's membership under other group will be terminated and A's downlines Members shall be transferred to B

10.4 In any circumstances whatsoever no backdating of bonuses shall be considered

11 Responsibilities of Sponsor

11.1 In **Inchaway**, it is the responsibility of the sponsor to work with new members, helping them to learn the ropes and encouraging them during the early stages

11.2 Upon presenting the Company's Marketing Plan, a Member must make clear to the new Member that:

- a. No remuneration is received for just sponsoring a new Member; and
- b. There is no requirement that a prospective Member make any purchase other than the Business Kit to become a Member.

12 Member Authority Card

12.1 A notification containing the particulars of the member as well as the code number shall be sent to the member.

13 Termination of Membership

13.1 Termination means a severance of all privileges and contractual rights available to a **Inchaway** Member including but not only the privilege to distribute **Inchaway** products. The termination will result in inability to qualify for income and volume bonuses, and severance of all other benefits as sponsored by the Company.

13.2 A terminated Member shall upon demand by the Company, be liable to repay, return or compensate **Inchaway** for any bonuses, prize, inventories or any other incentives received from the Company retrospective from and after the date of the activities causing such termination. Forfeited bonuses, caused by such termination shall be paid to next qualifying Member upline who not in violation of contractual terms.

13.3 Membership will be terminated if she/he is found to have violated one or more of the Code of Ethics, or any other Rules, Policies or Business Ethics as amended from time to time

14 Resignation or Voluntary Termination of Membership

14.1 If a Member wishes to resign or terminate her/his Membership, she/he must do so in writing. The effective date is the date on which the Company accepted and confirms the resignation or termination request. The resigned Member forfeits her/his current sales level and all downlines established at the time

14.2 The Member Resignation Form shall be completely filled up and submitted accordingly based on the terms and conditions as stipulated in the form itself.

15 Prohibited Activities

The following are prohibited activities causing grounds for termination:

15.1 Members are not allowed to resell or/and distribute Inchaway products at cheaper price than the Company's official retail price through any other companies, shops, stores, entities, internet/e-commerce platform, online/social media, etc., which are not authorized or approved by the Company.

15.2 Managing, operating or handling another Member's Account, irrespective of their relationship (e.g. family members, domestic friends, upline or downline, etc.) without written authorization by the Account owner is strictly prohibited.

As reminder, such misconduct or misappropriation would, amongst others, lead to legal criminal proceedings if committed and prosecuted.

15.3 Engaging in activities that involve the soliciting of any person whom a Member knows, or under the circumstances, should have known, is a **Inchaway's** Member, to sell other product of any nature, by or through another Direct Selling methods, or attempting to build or establish a business detrimental to or be at the expense of other qualified Members, their groups, or **Inchaway**.

15.4 Using or knowingly teaching other Member to use unethical, illegal, unlawful or improper ways to do **Inchaway** business.

15.5 Engaging in any activities with the intention to cheat the Company or to deprive other Member of their rightful benefits, including but not limited to undercutting of Membership and or sales.

15.6 For Members with "Pearl Director and Above" recognition, if she/he is found to be member or participating in another Direct Selling Company.

15.7 Promoters and Distributors are prohibited from using unconscionable methods such as "Hard selling" or "Pressure-cooker" tactics to promote the plan.

15.8 Distributors are strictly prohibited to do door-to-door sales unless requested by consumers.

15.9 Members shall not misrepresent and exaggerate, amongst others: -

- a. Inchaway product's health claims or/and efficacy; and
- b. Inchaway income or earnings derived from the Company's Marketing Plan.

Any members if found to have breached or violated the laws and regulations of the government, locally or oversea (e.g.: Food Act 1983, Food Regulations 1985, Contracts Act 1950 – Misrepresentation, etc.), he/she shall bear full responsibilities and liabilities of the consequences imposed by the authorities, other than the disciplinary actions by the Company.

15.10 Any sharing, posting and publishing of Inchaway's products, materials, information, testimonials, packaging, etc., as well as Company's name, logo, trademark, slogan, and the like in whatever format or / and media platform without the Company's prior written authorization or approval.

16 Termination Procedures

16.1 A Notice of suspension of membership will be sent to the offending Member, to those suspected to be involved, linked, concerted and collaborated with the prohibited conducts and activities and also to those Members whose downlines are the offending Members or those to be involved irrespective of their generation to the said Members, stating clearly the following:

- a. The reason for taking such action, and
- b. The date (if applicable) place and action, negligence or misconduct, etc, causing grounds for termination, and
- c. The offending Member/ suspected Member/ Member (Upline) is given 14 days to reply and/or appeal with the reason(s) against the allegation, and
- d. The Company will terminate the Membership at the end of the 14 days if no written reply is received, or if there is such reply or appeal the company after due deliberation finds it unsatisfactory.

16.2 If the written reply or appeal were, after due investigation and deliberation, satisfactory justification for the act, negligence or misconduct, etc., then the Company will issue a letter to accept the appeal and the matter will be closed.

16.3 Any reply or appeal against the termination must be in writing and reach the Company within the specified time frame.

16.4 Failure to respond to the Notice within the specified time frame will be construed as an acceptance of the termination.

16.5 In the event of termination, the terminated Member agrees to immediately cease representing herself/himself as a **Inchaway** Member and the terminated Member's downline shall be subject to Rule 17, permanently rolled up.

16.6 Prior to any termination of Membership, the Company reserves the right to decide the specific terms and disciplinary actions on those who are under Suspension or Pending Termination on a case by case basis.

16.7 The disciplinary actions taken against these cases may include but not limited to: -

- Withhold all bonuses, awards and rewards as stipulated in Section 24, pending final resolution or decision of the cases or matters;
- Suspend authorization to conduct sponsoring and networking activities;
- Conduct counselling and retraining, if necessary.

16.8 The company reserves the rights to demand the refund of all kinds of paid out to the offending member previously, and to institute legal actions for the compensation or reimbursement of all losses and costs on an indemnity basis.

17 Terminated Members

17.1 When a Member terminates, either voluntarily or involuntarily his or her entire downlines organization will be placed directly under the terminated Member's present sponsor.

17.2 A Member may resign/self-terminate from the member by making a request in writing addressed to the office (HQ) of the Company within the ten (10) working days of cooling-off period (subscription fees shall be fully refunded) or any time he/she wishes to do so.

PART 3: STOCK ORDERING, SHIPPING & PAYMENT

18 Stock Purchases

18.1 All Members may purchase their stock at **Inchaway** offices or through Company's official online platform.

18.2 Purchase of stock will only be accepted if the Member produces her/his valid Member Code Number.

18.3 Members should insist on taking the purchase receipt when making a purchase.

18.4 Delivery of stock purchased may be collected at Inchaway offices or requested to be sent to the acceptable designated location.

18.5 An estimated delivery date will be provided after your order is placed. These dates vary due to carrier shipping practices, delivery location and the times you order. Products may be delivered in separate shipments.

18.6 Delivery dates noted apply to orders placed by 5:00 pm local time (or 4:00 pm local time in stores and in limited locations across the country) and where credit approval and product availability are confirmed by 5:00 pm on the same business day that the order is placed. Items shipped direct from the vendor may require an earlier order placement time.

19 Payments

19.1 Without prejudice to Rule 18.2, payment for the stock purchase is strictly in cash terms, either in form of cash, money order or credit card (where applicable).

19.2 Member may purchase their product from Company and payment for the purchases could be made with cash, cheques or direct bank in to the Company's Account.

19.3 All payment for purchase must be cleared and settled by the last business day of the applicable month to be counted towards sales generated for that month.

20 Stock Exchange & Return

20.1 As a policy of the company, stock purchased could not be returned in order to refund cash.

20.2 Stock may only be returned to exchange for another stock of similar or higher value. If the stock replaced if higher value, the Member must pay the difference in cash.

20.3 The Member must fill up Stock Exchange Form and attach the relevant invoices. The Company reserves the right to reject the exchange if it not satisfied with document submitted.

20.4 Stocks are only exchangeable within the cooling-off period of (10) working days from the date of invoice after the purchase as follows:

20.5 No stocks can be exchanged after the period as provided for in Rules 20.4.

21 Closing sales

21.1 The closing sales date for all Members at the Head Office is the last business day of the month.

21.2 Invoices issued after end of the month of each month will be considered as sales for the following month.

21.3 Failure to do so the company could bring forwards the invoices as sales for the following month.

22 Stockpiling or Pyramiding or Dumping of Stock

22.1 The **Inchaway** Marketing Plan is used upon product sales to consumers and personal use of members, therefore stockpiling order or the purchasing of large quantities of inventory or in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing plan is strictly prohibited by the company.

22.2 Dumping of product below company's official retail price is also strictly prohibited.

23 Buy Back Policy

23.1 Regardless of whether a distributor wishes to terminate his/her distributorship voluntarily or involuntarily, the right of return is exercisable by all distributors within sixty (60) days from the date of purchase of the relevant product.

23.2 Upon returning the product, the product must be in its original condition (Expiry date should not be less than 14 months from the date of return) for the Full Refund Policy and the sixty (60) day Buy-Back to be applicable.

23.3 The products to be returned must be purchased previously from the company:-

- a. 100% refund applicable if return within sixty (60) workings days from the date of joining; and
- b. 90% refund applicable if return is made after sixty (60) working days and within six (6) months

from the date joining / date of invoice but subject to the deduction of all bonuses paid to the Member of all returned goods for bonuses/commission paid by the Company.

23.4 The Company shall refund the money within fourteen (14) days after receiving returned product.

23.5 The remaining bonus paid to the upline members shall be deducted from them accordingly in the following month.

23.6 All stocks to be returned must be through the upline Master Member.

23.7 The Buy Back Policy is applicable to promotional items and non re-saleable item.

PART 4: BONUS, AWARDS AND REWARDS

24 Eligibility & Payment

24.1 To be eligible for the Company's bonuses, awards and rewards, all Members must be in compliance with all the provisions of Inchaway Member's Rules And Policies, as well as its Codes of Conduct.

24.2 All bonuses, awards and rewards qualification are subject to verification and review before any recognition (including ranking and title achievement) is rewarded, and is not based solely on technical grounds.

24.3 The eligibility and recognition is not automatic and as of right upon qualification on quantitative basis (such as Point Value) but is also based on qualitative factors (including but not limited to conduct and behaviour of a Member), to be assessed by a committee consisting of Members of the Company's Top Management, and if so required (based on case to case basis) the invited creditable Peers (of the same status and ranking) and Members selected by the Company.

24.4 In whatever circumstances, all the eligibility and recognition which could enable the bonuses, awards and rewards to be bestowed shall be subject to approval and official announcement by the Company.

24.5 All members are required to maintain a Bank Account to facilitate the monthly bonus and incentive payment. A transaction fees chargeable by the bank will be deducted from the bonus and incentive.

24.6 Bonus and incentive periods are figured on a monthly calendar basis, and paid directly to qualify Members. A computerized bonus and incentive statement will be sent to all Members who qualify for the payment each month.

24.7 Payment of bonus and incentives will be effected on the 15th day of the following month for the previous month bonus and incentives period.

24.8 A dispute or discrepancy in the monthly bonus and incentive calculation or claim of non-receipt of bonus and incentive must be brought to the attention of the Company in writing within 30 days from the date the bonus and incentive is issued.

PART 5: LANGUAGE & COMMUNICATION

25 Communications

25.1 In order to best serve the interests of Members, and in order to keep everyone current on Company activities and policies, the Company has set up Customer Support Department. Member with question should address such concerns to the Customer Support Department.

26 Languages

26.1 For official interpretation purposes, and in case of any discrepancy, the English language version will be used.

26.2 In case of any inconsistency in any literature produced by the Company, the English version will be prevailed.

PART 6 : ALTERATION OF THE RULES AND POLICIES

27 Amendments

27.1 The Company shall have the absolute rights to amend, add and update any new rules and policies so as to reflect the understanding, intent and compliance of Inchaway Business.

28 Conflict

28.1 In the event of any conflict and/or dispute between the provisions of this Handbook against the Company's new Business Strategies or any other Government Regulations, the Company shall have the full authority to decide the final conclusion accordingly.

OUR CONTACT DETAILS

Any queries, comments, concerns or complaints, kindly contact us during office hours (between 9.00a.m. – 6.00 p.m. from Monday to Friday) at the following designated contact details:-

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