

## **POLICIES AND PROCEDURES**

### **Section 1- Membership and Business Ownership**

1.1 To become a Member you shall meet the following requirements:

- 1.1a Member must be of legal age in the state, territory or country of their domicile;
- 1.1b Have a Sponsoring Business Owner from Sante International;
- 1.1c Fill out and complete the online Registration Form on the official website of the Company;
- 1.1d Purchase a Retailer kit.

1.2 To become an authorized Business Owner, the Member must purchase any of the Business Owner Product Packs from which he/she will be given Business Account/s (BA).

- 1.2a A Business Owner Activation Pack may entitle an individual to one or more Business Account/s depending on the individual's entry to a particular Sante International.
- 1.2b A Business Owner Activation Pack registration may also entitle an individual to several configured Business Account with all units considered as paid or with some units to be paid thru commission deductions depending on the individual's entry to Sante International.

1.3 The individual or natural person must have a valid Tax Identification number (TIN), and proof of such identification shall be submitted within thirty (30) days from the date of registration to Sante Headquarters.

1.4 For registrations other than for a natural person, all legal documents along with stockholder details and board resolution for applying legal entity shall be produced. They shall be submitted within 10 days from the date of registration to the particular Company's Headquarters. The Company has sole discretion to hold commission, terminate registration upon failure to submit specified document within 30 calendar days from date of registration.

1.5 In the event of any changes in Ownership, Directorships or Shareholder in said entities, they shall immediately inform the Company the change(s) and the Company shall have the right at its sole discretion to terminate or confirm their Business Ownership.

1.6 If an individual submits multiple online Registration Forms, which list different sponsors, only the first completed registration received by the Company will be accepted.

1.7 An individual or entity may not apply as a Member-Business Owner using a fictitious or assumed name.

## **Section 2- Appointment**

2.1 Upon registration, the Company will grant to the individual a Business Owner's status within the Compensation Plan by sending to him a written notice and thereafter the individual becomes a Business Owner. The Business Account Number used upon registration shall be the unique identification of the Business Owner in the system. The Business Owner shall include his/her Business Account Number in all his/her orders and correspondences with the Company.

2.2 The Company reserves the right to rescind the said acceptance at its sole discretion within 60 days after receipt of the registration. Upon rescission of the acceptance, the Company shall give notice to the individual to notify him of the rescission. However, the Company is not obliged to give any reason to the individual for the Company's decision to rescind.

## **Section 3 - Independent Contractor**

3.1 A Business Owner is an independent business owner having the rights and obligations conferred by these terms of agreement and the P&P (Policies and Procedures) Manual to promote or market the products of Sante International.

3.2. A Business Owner is not a branch, franchisee, partner, employee, agent or Representative of Sante International. He has no right to and shall not represent himself/herself as such. The relationship between a Business Owner and Sante International is wholly governed by these terms of agreement and the P&P of Sante International. Any breach of this clause on the part of the Business Owner is a serious breach of these Terms of Agreement and may result in the immediate termination of his/her Business Ownership.

3.3 A Business Owner is not an employee of the Company. Any costs he/she incurs in the development of his/her business are at his/her own expense. He/She shall not be entitled to seek reimbursement from the Company.

3.4 Similarly, the Company is not responsible for payment or co-payment of any employee benefits for its Business Owners. Business Owners are responsible for their own liability, health disability and workmen's compensation insurance, etc.

## **Section 4 - Business Owner's Rights and Obligations**

### **4.1 Non-exclusivity**

A Business Owner has a non-exclusive right to market and promote products of Sante International. There are no geographical limitations existing in sponsoring or selling the products; provided, however, that the Company reserves the right not to sell products or services in any states, territories or countries.

Further, the sale, marketing, promotion and distribution of the products of Sante International shall be made in accordance this Agreement, as well as the other rules, regulations and policies as may be issued by the Company

#### **4.2 Right to sponsor**

Only a Business Owner has a right to sponsor another new Business Owner to Sante International and enjoys the benefits under the Sante International's Compensation Plan for doing so. When sponsoring a new Business Owner to Sante International, the sponsoring Business Owner shall give the persons whom he/she intends to sponsor a copy of the Terms and Agreement, and the details of the Compensation Plan.

In this case, the Sponsee shall be bound by the terms and conditions of this Agreement and other terms, conditions and policies as may be issued by the Company. The Business Owner agrees and understands that it may be held liable for any and all acts of the Sponsee in violation of this provision.

#### **4.3 Rights to Company Literatures & Communication etc. & to participate in Company Functions**

Business Owners may receive periodic literature and other communication from Sante International. They will also be invited to, and upon payment of appropriate charges if applicable, participate in Company-sponsored support, service, training, motivational and recognition functions. They may also be invited to participate in promotional and incentive contests and programs sponsored by the Company for its Business Owners.

#### **4.4 No right to represent the Company**

Business Owners have no right to negotiate or conclude any contract on behalf of the Company. Nor shall he/she hold himself/herself out as having such a right. He shall not represent himself/herself as Agent, Representative or employee of the Company.

#### **4.5 Obligation for personal promotion**

Business Owners have an ongoing obligation to continue to personally promote sales through the introduction of new Business Owners to Sante International and through servicing their existing Business Owners.

#### **4.6 Obligations to Sponsored Business Owners**

Any Business Owner who introduces another Business Owner to Sante International is highly recommended to perform his/her duties as a sponsor to provide all necessary information about the company and provide training about the company, products and compensation plan and shall discuss Terms and Conditions to ensure that his sponsored Business Owner is properly informed and can independently operate and conduct his/her Sante business. It is both to the advantage of the Sponsor and their sponsored Business Owners to have regular contact and communication.

Business Owners must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Business Owners. Nor may Business Owners use their own incomes, or other Business Owner's income as indications of the success assured to others. Commission checks shall not be used as marketing materials. Business Owners shall not guarantee commissions or estimate expenses to prospects.

#### **4.7 Cross-Lining**

No Business Owner may sponsor or attempt to sponsor another registered Business Owner from a different line of sponsorship to "switch" to another line of sponsorship.

#### **Examples of cross-lining are:**

Placement of a new Business Owner using anyone's name known to the sponsor Business Owner and placing it in lines of sponsorship outside the Sponsor Business Owner's primary Business Account while intending to profit from the proceeds of the said new Business Owner;

A Business Owner owning an interest in an entity which is a Business Owner in lines of sponsorship not below his primary Business Account; Entering in other lines of sponsorship under the same name. Any situation (whether the above examples or others) found to be in violation of this clause shall be met with the greatest scrutiny and may result in termination of the newly placed Business Owner, as well as the Member having instigated the said situation.

#### **4.8 Obligation of not referring to Other Programs**

A Business Owner shall not sponsor or attempt to sponsor or knowingly assist another person to sponsor another Business Owner or any person into any other network marketing company or into another Business Owner's sales organization. In addition, no Business Owner shall participate in any action knowing that participating in the action may cause another Business Owner or any person to be sponsored through someone else into another network marketing company.

Business Owners are strictly prohibited to promote any direct or indirect competitive services, products and/or business programs. At Sante International's function or on Sante International's property, no Business Owner shall solicit any person to join any other network marketing company or involve the sale of products of any other network marketing company. Breach of any part of this clause is a serious offense of the P&P and may lead to the immediate suspension or ~~even~~ termination of the Business Ownership of the Business Owner who is in breach.

#### **4.9 Breach of Security**

All Business Owners have a responsibility to maintain the network integrity of the Company. Any Member who is found attempted "hacking" into or interfering or tampering with the Company's database or any part of the Company's computer system (hardware and/or software) or attempting to do any of the aforesaid acts without the proper authorization shall be liable to immediate termination of his Membership. They shall also be liable for all consequential damages and losses of the Company.

## **4.10 Legal Compliance**

Business Owners must comply with all laws, statutes, regulations and ordinances concerning the operation of their business.

## **4.11 Tax, Expenditures, etc.**

4.11.1. Business Owners are personally responsible for paying local, state, provincial, and federal taxes on any income they generate as Independent Business Owners. Unless required by laws, regulations, or rules in any relevant countries, the Company shall have no obligation to provide tax information about the commissions and/or bonuses its Business Owners earned on behalf of Business Owners to any government authorities. However, as a withholding tax agent, any commissions paid by the Company are net of applicable withholding taxes.

4.11.2. Business owners whose monthly commission exceeds P 25,000 shall issue a valid Official Receipt to the company. Company shall issue Creditable withholding tax (2307) for any taxes withheld from the commission.

## **4.12 Obligation to the Company**

A Business Owner shall, at all times remain loyal to the Company and shall not publish any written and/or verbal disparaging or adverse information/statement against the Company. He shall hold the Company's management and corporate team in high esteem at all times, failing which, he may be terminated notwithstanding that he may also be liable for libel or slander.

## **Section 5 –Commissions and Bonuses**

### **5.1. Qualification for bonuses**

A Business Owner must be active and in compliance with the Agreement, P&P and the Compensation Plan to qualify for commissions and bonuses. So long as a Business Owner is entitled under the Compensation Plan to receive commissions and bonuses, the Company shall compute and pay commissions and bonuses to the Business Owner in accordance with the Compensation Plan. Business Owners must consult the Compensation Plan for a detailed explanation of the benefits, commissions and bonuses structure and the corresponding requirements. Commissions and bonuses are paid only on the sale of the company products. No commission nor bonus is paid on the purchase of the Company's sales materials and literature or for referring other Business Owners. Commissions and bonuses are calculated for each individual business account. A Business Owner is entitled to the maximum number of Business Unit/s (BU) dependent on the type of Business Owner Product pack used to register and governed by the particular Sante International's compensation plan.

## **5.2 Adjustments to commissions and/or bonuses**

Business Owners receive commissions and bonuses under the Compensation Plan based on the actual sales of products to Customers or Business Owners.

When a product is returned to the Company for a refund or is repurchased by the Company or the transaction is in anyway not successfully completed, the bonuses and/or other benefits attributable to the returned, repurchased product or the unsuccessful transaction will be deducted, in the commission period in which the refund or repurchase occurs, and continuing every commission period thereafter until the bonuses and/or other benefits is fully recovered from the Business Owner who received commissions and/or bonuses on the sales of the refunded or repurchased product. In addition, if the Company has already paid bonuses to a Member for returned product, the Company shall have the right to request the Member for the return of the said bonus and the Business Owner shall have the obligation to return such commissions and/or bonuses to the Company.

## **5.3 Payment of Commission**

All commissions and/or bonuses a Business Owner earns will be credited to his Sante Account. The Business Owner can give instructions to the Company for the payment out of his Sante Account by way of commission check, Greenium account, Bank Account subject to corresponding processing and bank charges.

## **5.4 Unclaimed Commissions and/or Bonuses**

Business Owners must deposit or encash commission check within six (6) months from their date of issue. A check that remains un-encashed after six (6) months will be made void. After a commission check has been void and if the Business Owner who holds that void commission check requests the Company to reissue another commission check to replace the void one, the Company shall be entitled to charge that Business Owner a processing fee for reissuing a commission check. The processing fee shall be deducted from the balance owed to the Member. Void checks will only be accepted by the company from 365 days upon issuance of the check.

## **5.5 Offset**

The Company shall have the right to offset any debt(s) a Business Owner owes to the Company against his bonuses and/or commissions.

## **Section 6- Resignation, Suspension and Termination**

### **6.1 Resignation**

A Business Owner may voluntarily terminate his Membership by sending thirty (30) days written notice of such resignation or termination to the Company. Voluntary resignation is effective upon receipt of such notice by the Company hence will result in the loss of commission rights from the Business Owner's Business Unit/s.

If a Business Owner terminates his Business Ownership, he shall be deemed to have voluntarily inactivated his Business Ownership with the Company and thereby inactivates his Business Owner status, all sponsorship rights, his/her Business Account in the Genealogy and all rights to commission payout and incentives since the date of his/her last Active Date. Business Owners who terminates their Business Ownerships may not reapply under a new sponsor for a minimum of six (6) calendar months after non-renewal.

**6.2** Inactive Business Ownership would also mean forfeiture of succeeding accumulated earnings. The only commission due shall be for the last commission cycle that the Business Owner is active.

### **6.3 Grounds for Corrective Actions for Business Ownership suspension and/or termination**

- violation of the Business Owner Terms and Agreement
- falsification of reports and submitted documents; forged documents and reports
- Failure to maintain standards of the companies
- Breach of trade secret covenances
- Fraudulent Business Units
- Misrepresentation of the compensation plan
- Cross-group sponsoring and selling
- Unethical practices

#### **6.3.1. Suspension**

A Business Owner may be suspended for violating any terms of the Agreement, P&P, the Compensation Plan and/or any other relevant documents produced by Company. When a decision is made to suspend a Business Owner, the Company will inform the Business Owner in writing of the decision, the effective date of the suspension, the reason(s) for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Business Owner's "e-mail address on file" pursuant to the notice provisions contained in the P&P. Such suspension may or may not lead to termination of the Business Owner as so determined by Company at its sole discretion. If the Business Owner wishes to ask the Company to review the decision, he shall make such a request in writing to the Company within thirty (30) days from the date of issuance of the suspension notice. The Company will review and consider the suspension and notify the Business Owner via e-mail of its decision within thirty (30) days from the date of the receipt of the Business Owner's written request. The Company will thereafter not further review its own decision. The Company may take certain action(s) during the suspension period, including, but not limited to, the following:

6.3.1a Prohibiting the Business Owner from holding himself as Business Owner or using any of Company's proprietary marks and/or materials;

6.3.1b Withholding Commissions and Bonuses due to the Business Owner during the suspension period;

6.3.1.c Prohibiting the Business Owner from purchasing services and products from the Company; and/or;

6.3.1.d Prohibiting the Business Owner from sponsoring new Business Owners, contacting current Business Owners or attending meetings of Business Owners. If the Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Business Owner has occurred, the suspended Business Owner may be terminated.

### **6.3.2. Termination**

Dependent upon the seriousness of the violation, a Business Owner may be immediately terminated for violating the terms of the Agreement, P&P, Compensation Plan and/or any other relevant documents produced by the Company. The Company may, at its sole discretion, terminate a violating Business Owner without placing the Member on suspension. When the decision is made to terminate a Business Owner, the Company will inform the Business Owner in writing to the email address in the Business Owner/s file that the termination has occurred.

If a Business Owner wishes to ask the Company to review the decision to terminate, he shall make such a request to the Company in writing within thirty (30) days from the date of notice of termination. If no such request is received by the Company within the thirty (30) day period, the termination will automatically be deemed final. If a Business Owner files a timely written request, the Company will review the decision and notify the Member of the result of the review within thirty (30) days after receipt of the Business Owner's request. Thereafter, the Company will not further review its decision. In the event the termination decision is not reversed, the termination will remain effective as of the date stated in the original termination notice.

### **6.4 Effects of Resignation, Suspension and Termination**

After resignation, the former Business Owner shall not further represent himself as Business Owner of the Company and shall cease to use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any products, plan or program of the Company. He shall have no rights to enjoy any benefits under the P&P and the Compensation Plan.

If a Business Owner is suspended, he shall not before the removal of his suspension, further represent himself or hold himself out as Business Owner of the Company. Nor shall he use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any products, plan or program of the Company. He shall have no rights to enjoy any benefits under the Agreement, P&P and/or the Compensation Plan. But he shall be allowed to retain his BUs pending the final resolution of his case. Any commissions and/or bonuses payable to him should he not be suspended shall be retained by the Company. If the suspension of the Business Owner is



subsequently removed, all outstanding commissions and/or bonuses shall be paid to the Business Owner. However, if the Business Owner is subsequently terminated, the termination shall be treated as effective from the effective date of the suspension and all rebates and/or bonuses retained as aforesaid by the Company shall be forfeited forthwith to the Company. Immediately upon termination, the terminated Member:

6.4a Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of the Company.

6.4b Must cease representing himself as a Business Owner of the Company;

6.4c Loses all rights to his Business Owner position in the Compensation Plan and to all future commissions and earnings resulting there from;

6.4d 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 the Business Owner to the Company including, without limitation, any indemnity obligation incurred pursuant to Section 9.15 (Indemnity) herein, from commissions or other compensation due to the Member.

## **6.5. Re-registration**

A Business Owner who resigns or determinates his Membership may reapply as a new Member but such re-registration will only be considered six (6) months after resignation. The acceptance of any re-registration of a terminated Business Owner shall be at the sole discretion of Company. If re-registration has been approved, the Business Owner will have a new Business Unit from then on can he/she start building his/her own network organization.

## **Section 7-Transfer of Business Ownership**

### **7.1. Acquisition of Business Ownership**

No transfer of Business Ownership shall be allowed.

### **7.2. Acquisition of Business Ownership**

Except as expressly set forth herein, a Business Owner may not sell, assign or otherwise transfer his Business Ownership (or any rights thereof) to another Business Owner or to any person. Notwithstanding the foregoing and paragraph (c) below.

7.2.a No transfer of Business Ownership shall be allowed within twelve (12) calendar month period from the date of the registration of the Business Owner. In the event of a

transfer, a Business Owner has to transfer all his BAs except for sponsored Business Owners down his organization. This is to protect the integrity of the genealogy

7.2b Any Business Owner desiring to acquire the Business Ownership of another Business Owner or any interest therein must first terminate his Business Ownership and wait twelve(12) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by the Company in advance.

7.2c Business Owners may not sell, assign, or transfer his Business Ownership (or any right thereto) without the prior written approval of the Company: The selling Business Owner and/or the prospective purchaser must provide the Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment; An office administration transfer fee of Php5,000 must accompany the transfer documents; The Business Ownership transfer agreement must contain a condition made by the selling Business Owner for the benefit of the proposed purchaser not to compete with the proposed purchaser or attempt to divert or sponsor any existing Business Owner for a period of one (1) year from the date of the sale or transfer; and; Upon a sale, transfer or assignment being approved in writing by the Company, the purchaser must assume the position and terms of the Agreement of the selling Business Owner and must execute a current Registration Form and all such other documents as required by the Company. The Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. The Company reserves the right to disapprove any sale or transfer.

7.3 Any sale, assignment, or transfer of Business Ownership or any interest therein not complying with the above requirements will not be accepted or recognized by the Company.

7.4 No transfer, assignment, or sale of Business Ownership will be allowed if the transferor, assignor, or selling Business Owner has not fully paid for products he has ordered from the Company.

7.5 Transfer of a Business Ownership to one's sponsored Business Ownership is not allowed.

7.6 If it is determined, at the Company's sole discretion, that a Business Ownership was transferred in an effort to circumvent compliance with the Agreement, the P&P and/or the Compensation Plan, the transfer will be declared null and void. The Company may at its sole discretion, take appropriate action(s), including but without limitation, terminating the transferring Business Owner's Business Ownership.

## **Section 8 - Product Return & Exchange Policy:**

8.1 The business owner, upon acceptance of the products, shall forthwith carefully and thoroughly inspect the products and determine the condition of the products, including, but not limited to, the following standards: (a) Quantity and General Quality of the Products; (b) Fitness for Trade and Merchantability of the Products; (c) Existence of any defect or damage to the Products, whether apparent or hidden; (d) Packaging and Appearance of the Products.

8.2. However, if despite the prior inspection and acceptance of the business owner, defect/s to the PRODUCTS accepted is discovered by the end user / consumer, the business owner shall promptly report the same to SANTE within a non-extendible period of thirty (30) days. The returned product/s should be accompanied by:

- 8.2.a. Issued receipt
- 8.2.b. Filled out Product Return Form

8.3. SANTE shall be responsible to deliver the replacement or substitute PRODUCTS to business owner only if the business owner has substantiated that the defect/s to the products are in the nature or manufacturing defects and/or hidden defects which could not have been reasonably identified during the inspection and acceptance of the Products.

8.4.SANTE, however, shall not be under any obligation to replace and/or substitute products which the business owner claim to be defective and/or damaged: (a) other than for those proven to be as a result of manufacturing defects and/or hidden defects and/or (b) if the business owner fails to promptly report to SANTE any damage or defect to the accepted products within a non-extendible period of thirty (30) days from the acceptance of the Products

## **Section 9 – Code of Conduct and Ethical Standards:**

Each Business Owner shall create and foster harmonious relationship, respect, professional culture within the Company, pursuant to the CODE OF CONDUCT AND ETHICAL STANDARDS.

### **9.1 Loyalty to the Company**

All Business Owners shall at all times, remain loyal to the company and its policies and procedures (P&P) being issued from time to time. They must not commit acts, which include but are not limited to:

- a) Joining, representing, associating, sponsoring, recruiting, conspiring in any mode or form for the benefit or advantage of companies, business groups, partnership or individual, directly competing with SANTE either locally or abroad;

- b) Introducing, presenting, selling, promoting, nor offering in any manner their products, services, businesses, marketing programs and plans or a combination thereof, whether tangible or intangible.

**\*1st Offense**- One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2nd Offense** – Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*3rd Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **9. 2 Protection of company reputation**

In consideration of the benefits and privileges given by the Company, all Business Owners must not make nor encourage written or oral remarks or statements, which tend to discredit and disrepute the company, board of directors, management and its officers, employees or representatives.

**\*1st Offense**- One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2nd Offense** – Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*3rd Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **9.3 Honesty in all dealings**

All Business Owners are strictly enjoined to be professionals in all acts and bearings, dealings or transactions. They must not make any false statements, such as, but not limited to misrepresentation, exaggeration, disinformation, vain promises, introducing fake or spurious products or services, or circumventing the compensation plan or programs of the company.

**\*1st Offense**- One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2nd Offense** – Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*3<sup>rd</sup> Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

#### **9.4 Honesty among fellow Business Owners**

All Business Owners are strictly enjoined to be honest and credible in all their deeds by not committing acts against the company or fellow Business Owners, which are but not limited to:

- a) Imitating or counterfeiting any handwriting, or signature;
- b) Causing it to appear that a Business Owner has participated in any act or activity when he/she did not in fact so participate;
- c) Alluding or pointing to Business Owners who have participated in any act, activity or statements other than those made by them;
- d) Inserting false statements in a narration of facts such as those in the affidavit, deed and other documents similar thereto;
- e) Changing true dates;
- f) Modifying a genuine document, which alters or changes its meaning;
- g) Issuing in an authenticated form a document purporting to be a copy of an original document when no such original actually exists;
- h) Introducing unauthorized scheme to his/her business partners or new Business Owner resulting to his/her financial and/or personal gain;
- i) Withholding or non issuance of password of the new Business Owner, managing or merely opening the web page or module of a Business Owner without authorization from the owner of the web page or module; and
- j) Other analogous acts.

#### **9.5 Humility and respect towards Business Owners of the company**

All Business Owners are strictly enjoined to observe humility and respect towards fellow Business Owners, officers and employees of the company, by not committing directly or indirectly any acts, which are but not limited to rudeness, disrespect and discourtesy.

**\*1<sup>st</sup> Offense**- One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2<sup>nd</sup>Offense** – Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*3<sup>rd</sup> Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **9. 6 Fairness towards fellow Business Owners**

All Business Owners are strictly enjoined to have a sense of equality and sincerity toward fellow Business Owners by not interfering with the sponsoring activities of their fellow Business Owners to the latter's prejudice. While it is generally the discretion of the business partner under whose sponsorship he/she will register, Business Owners are strictly prohibited from influencing other Business Owners' business partners to register under sponsors apart from the ones who invited them.

**\*1<sup>st</sup>Offense** – One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2<sup>nd</sup>Offense** – Three (3) months suspension of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or in kind in favor of the company, which accrued at the time of the commission of the violation.

**\*3<sup>rd</sup> Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **9. 7 Decency, good morals and behaviors**

All Business Owners are strictly enjoined to observe decency and good behavior by not committing any immoral act or conduct, which tends to debase company policies and good morals within the company premises and branches.

**\*1<sup>st</sup>Offense** – One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2<sup>nd</sup>Offense** – Three (3) months suspension of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or in kind in favor of the company, which accrued at the time of the commission of the violation.

**\*3<sup>rd</sup> Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **9.8 Non-tolerance of fraudulent activities**

All Business Owners are strictly enjoined not to commit any fraudulent act or false pretenses directly or indirectly, to the prejudice of the company or fellow Business Owner by committing acts, which are but not limited to:

**a. For internal control of the company:**

- i. Using fictitious name, or dummy, or by other deceitful means purportedly to obtain financial and/or personal gain and interest;
- ii. Issuing a check to the company when he/she/it has no funds or are insufficient to cover the amount of the check;
- iii. Incurring obligation to the company and evading the performance thereof;
- iv. Non-issuance of PAID COMPLETE SET OF RETAILER KIT and/or ACTIVATION PACKAGE or Issuance of INCOMPLETE SETS THEREOF;
- v. Failure to register fully paid NEW BUSINESS OWNER within 48 hours
- vi. Soliciting large sums of money from persons who purport to be investors;
- vii. Cross-Lining or Transferring/Sponsoring from other groups, except as authorized by the Company;
- viii. Openly or discreetly giving gifts to management and staff to gain personal favors.

**b. For Selling of Products:**

- i. By altering the quality, fineness or weight of any product pertaining to the business of the company;
- ii. **ONE PRICE POLICY:** Selling of products below the suggested retail price and Business Owner price set by the company.
- iii. Selling of products with additional discounts not approved by the company to entice Business Owners, franchisee, branch to purchase from their branch.

**\*1st Offense-** One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2nd Offense** – Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*3rd Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

**9.9. On re-inventing or circumventing the Compensation Plan**

The business of SANTE INTERNATIONAL is NOT an INVESTMENT SCHEME wherein, it will be presented to people who will be called as INVESTORS and in return get a huge

percentage as interest while doing nothing upon placing a huge sum of money as their INVESTMENT.

A Business Owner shall not influence, encourage, present, promote, support, join directly or indirectly a **scheme of laying down a calculated network structure for personal and monetary gain**, using fictitious, assumed, simulated, false names, or employing any fraudulent or similar means, resulting to the selling of products below the Business Owner price set by the company and damaging the integrity of the company, brand, product and network organization.

- 1) Any individual or entity who presents, joins, promotes or has a connection with the said scheme in any way, directly or indirectly, shall be liable to pay the Company liquidated damages in the amount of P 500,000.00 and an amount equivalent to Ten PERCENT (10%) of the amount claimed in the complaint, if any, as Attorney's Fees, but in no case less than ONE HUNDRED THOUSAND PESOS (Php100,000.00), plus costs of suit and other expenses which the law entitles the Company. The Company is also entitled to obtain an injunction from the court to prevent the such individual or entity from directly or indirectly engaging in any act prohibited under the preceding paragraphs.
- 2) Further, any person or entity who markets, promotes, sells or distributes any product of Sante International, with or without the knowledge and/or consent of the Company or of the Business Owner, in violation of the terms herein shall be liable to pay the Company liquidated damages in the amount of Php 500,000.00 and an amount equivalent to Ten PERCENT (10%) of the amount claimed in the complaint, if any, as Attorney's Fees, but in no case less than ONE HUNDRED THOUSAND PESOS (Php100,000.00), plus costs of suit and other expenses which the law entitles the Company. The Company is also entitled to obtain an injunction from the court to prevent the such individual or entity from directly or indirectly engaging in any act prohibited under this paragraph.

Any Business Owner who, or whose employee, agent or representative, engages in any act covered in paragraphs (1) or (2) of this Section, shall be subject to the following penalties, in addition to those covered in paragraph (3) of this Section:

**\*1st Offense-** One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*2nd Offense –** Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

**\*3rd Offense -** Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **9.10. Unethical Activity**

Unethical Activity – Business Owners are to protect and promote awareness/reputation of the company, products and business with the highest form of ethics:



- a. Company and products – the promotion of products shall be consistent with the public interest, avoid discourteous, misleading, unethical, deceptive and immoral practices/conduct.
- b. Business – Business Owners must not make false or fraudulent representation about the company, the products, compensation plan or other income opportunities/potentials.
- c. Failure to comply may result to immediate termination and possible legal action.

\***1st Offense**- One (1) month suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

\***2nd Offense** – Three (3) months suspension of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

\***3rd Offense** - Termination of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

## **Section 10 - Binding Agreement**

The terms and conditions of this Agreement, as well as the rules, regulations and policies as may be issued by the Company shall be binding not only on the Business Owner, its officers, employees, representatives or assigns, as well as other persons or entities marketing, promoting, distributing or selling the products of Sante International with or without the prior knowledge and/or consent of the Company and/or the Business Owner.

## **Section 11. Non-Waiver**

Failure of the Company to complain of any act or omission in violation of the terms of this Agreement, shall not be deemed to be a waiver by the Company of any of its rights under this Agreement or under any law, rule or regulation. No waiver by the Company of any breach of this Agreement, or of any law, rule or regulation shall be deemed a waiver of or a consent to a breach of any other provision of this Agreement, or of any law, rule or regulation.

## **Section 12. Privacy Notice and Policy**

Santé International is committed to adopt all standards and regulations prescribed by Republic Act No. 10173, otherwise known as the “Data Privacy Act”, and the European General Data Protection Regulation” (GDPR”), insofar as applicable to our local or global operations.

We may collect, store and process personal information subject to the requirements under applicable privacy laws.

The personal information we collect include:

1. Name
2. Birth date

3. Successor for Business Account
4. Relationship to Item 4.
5. Home Address
6. Nationality
7. Gender
8. Civil Status
9. Spouse Name (if married)
10. Spouse Birthdate (if married)
11. TIN
12. Office Number
13. Office Fax Number
14. Home Number
15. Mobile Number
16. Email
17. Specified Username

Personal information may be collected, with prior express consent of the data subject, through any of the following means:

1. Online forms, web platforms and email
2. Use of cookies or other digital information such as IP address
3. Letters or correspondences
4. Databases forwarded for processing, etc.

Information shared through representatives are presumed given or disclosed with prior express authorization from the data subject concerned.

Santé International ensures that all personal information are used for lawful and limited purpose in accordance with applicable privacy laws and regulations. These processes include:

1. Issue resolution and help desk concerns
2. Processing of orders
3. Targeted marketing
4. Data analytics, etc.

The Company also adopts appropriate physical, technical, organizational measures to protect personal information. Such as:

1. SSL encryption
2. Server security
3. Limited office access
4. Dedicated storage
5. Limited system access

All personal information is retained in accordance with local privacy laws and applicable regulations on record-keeping. All personal information are stored for a period of 10 years, unless a different mandatory record-keeping period applies.

By using Santé International website and online modules, you expressly confirm your agreement to the following policies and consent to the collection and processing of your personal information, insofar as applicable, subject to the above terms and conditions.

If you have any concerns or requests regarding your personal information, you may contact us via [dpo@santenezealand.com](mailto:dpo@santenezealand.com).