

I have read and agree to be bound by the terms and conditions of the Agreement (which includes this Agreement, the Policies and Procedures, and the Reward Program).

I certify that I am of legal age (18 years of age and above) and capacity and can be bound by the terms of this Agreement. I understand that I have the right to terminate my PHIPURE Agreement at any time, with or without reason, by sending written notice to the Company at the above listed address.

By accepting this agreement, I acknowledge that I have read and agree to the terms and conditions on this Agreement and that I have read and understand and will abide by the Policies and Procedures of PHIPURE Sdn. Bhd. I verify and affirm that all the information provided in this Agreement is accurate and correct. PHIPURE Sdn. Bhd. reserves the right to nullify this Agreement in the event that any of the information provided by me is incorrect or inaccurate. For further information, please refer to PHIPURE's Privacy Policies and Procedures.

This Agreement is between you, the undersigned Applicant, and PHIPURE Sdn. Bhd. (Company Registration No: 1369811-H), hereafter known as "PHIPURE."

1. ENROLLING AS A PHIPURE BUSINESS OWNER

By completing and submitting this Agreement, you hereby apply to be a PHIPURE Business Owner. PHIPURE accepts this Agreement and grants you status as a PHIPURE Business Owner by creating a computer record of your Business Owner account. PHIPURE has the right to reject this Agreement for any reason. To become a PHIPURE Business Owner you must accept this Agreement with PHIPURE upon registration via our platform. You must personally review and agree to this Agreement; the PHIPURE Privacy Policies and Procedures (hereafter simply known as "Policies and Procedures"); and the PHIPURE reward program. By completing and submitting this Member Agreement, you agree to properly represent the Company products and its marketing plan, all forms of advertising, including, but not limited to, audio and video tapes and printed material.

You also acknowledge and agree that you have not been terminated as PHIPURE Business Owner within the last six month and that you have no financial interest in another PHIPURE Business Owner account, unless that interest is permitted under the Policies and Procedures or is approved of in writing by PHIPURE. As long as you are a a business owner , you agree that you will not be in violation of Phipure policy

2. BUSINESS OWNER RIGHT

Subject to PHIPURE's acceptance of this Agreement, PHIPURE grants you the right to:

- purchase PHIPURE products;
- offer to sell PHIPURE's products and services; and
- refer another new PHIPURE Business Owner, in accordance with terms of the Policies and Procedures.

3. INDEPENDENT CONTRACTOR STATUS

You acknowledge and agree that as a PHIPURE Business Owner you will:

- be an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of PHIPURE;
- not be treated as an employee for your services for tax purposes;
- have no authority, either expressed or implied, to bind PHIPURE to any obligation;
- not be granted an exclusive territory, nor required to pay inter alia franchise fees;
- be responsible for paying local taxes due from all rewards you earn as a PHIPURE Business Owner;
- be responsible for paying the costs of your business including travel, entertainment, office, clerical, legal, equipment, accounting, license fees, insurance premiums, and general expenses, without advances, reimbursements or guarantees from PHIPURE; and
- be subject to entrepreneurial risk and responsibilities for all losses that you may incur as a PHIPURE Business Owner.
- not be allowed to sell PHIPURE products on any ecommerce platforms without the explicit approval from PHIPURE

4. POLICIES AND PROCEDURES & REWARD PROGRAM

You acknowledge and agree you have carefully read and agree to comply with the Policies and Procedures and the Reward Program, both of which are incorporated into and made a part of this Agreement (collectively referred to as the “Agreement”). You understand and agree that PHIPURE may amend the terms and conditions of the Agreement from time to time. The changes will become effective 7 days after first published by PHIPURE through our official notification or publications distributed to all active PHIPURE Business Owners (e.g., e-Blast or e-News) or posted to our official websites. Amendments will not apply retroactively to your actions that occurred prior to the effective date of the amendment. By executing the Agreement, you agree to abide by all amendments or modifications that PHIPURE elects to make to the Agreement. If you are not willing to accept these changes, you must notify PHIPURE in writing prior to the change becoming effective. If you continue business, order product, or accept rewards or another benefit pursuant to the Agreement, those actions will constitute your acceptance of the entire amended Agreement.

5. MARKETING OF PRODUCTS AND SERVICES

You agree to promote the sale of PHIPURE products in accordance with the terms and conditions outlined in the Policies and Procedures. You understand and agree that in order to receive rewards based on the Rewards Program you must meet all requirements outlined in that Program and not be in violation of the terms of the Agreement.

6. TERMINATION THIS AGREEMENT

Will be effective until you voluntarily cancel the Agreement, your account becomes inactive, or PHIPURE terminates your Business Owner account, as outlined in the Policies and Procedures. The Non-Solicitation, Non-Competition, and Confidentiality provisions of the Agreement will survive termination of the Agreement.

7. ASSIGNMENT

This agreement is personal in nature and cannot be assigned or transferred except in the event of extenuating circumstances such as legal separation or by death and confirmed with written authorization and approval of Phipure.

8. INDEMNIFICATION

You agree to indemnify and hold harmless PHIPURE, its officers, managers, members directors, employees, and business owners against any liability, claims, obligations, expenses (including attorney's fees), or other damages arising out of or in any way related to or connected with, allegedly or otherwise, your activities as a member including, without limitation, any unauthorized representations or claims made by you; breach of the terms of this Agreement; or violation of or failure to comply with any applicable local law or regulation.

9. JURISDICTION AND CHOICE OF LAW

This Agreement shall be governed by interpreted and construed in accordance with the laws of Malaysia. Any legal action concerning this Agreement shall be brought in the courts located in Malaysia.

10. MISCELLANEOUS

In the event any court of competent jurisdiction will declare any portion of the Agreement to be invalid, the remainder of the Agreement will not be invalidated thereby but will remain in full force and effect.

11. ENTIRE AGREEMENT

The Agreement, which may be amended from time to time, constitutes the entire agreement between you and PHIPURE and supersedes all prior agreements, and no other promises, representations, guarantees, or agreements of any kind will be valid unless in writing and signed by both parties. Only an instrument in writing signed by all parties may modify this Agreement unless otherwise provided for in this Agreement.

12. REMEDIES FOR BREACH

You agree that any breach by you of the Agreement will immediately and irreparably harm PHIPURE and cannot be made whole solely by monetary damages. You agree that the remedy at law for any breach of any provision of the Agreement will be inadequate; and that in addition to any other remedies, in law or in equity it may have, PHIPURE will be entitled, without the necessity of proving actual damages, to temporary and/or permanent injunctive relief to prevent the breach of any provision of the Agreement and/or to compel specific performance of the Agreement.

13. NOTICE OF RIGHT TO CANCEL DATE OF AGREEMENT:

You may CANCEL this agreement, without any penalty or obligation, within TEN WORKING DAYS from the above date. If you cancel, any products/services/properties traded in, any

payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN WORKING DAYS following receipt of your cancellation notice, and make available to the company at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the company regarding the return shipment of the goods at the your own expense and risk. If you do make the goods available to the company up to within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the company, or if you agree to return the goods to the company and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this agreement, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to: 156 Jalan 20/7 46300 Taman Paramount Petaling Jaya Selangor or via email to hello@phipure.com.

14. CHOSEN ADDRESS FOR SERVING DOCUMENTS AND NOTICES:

The Business Owner chooses the email and/or corresponding addresses as set out in the registration page as his/her respective addresses for the purposes of serving and receiving documents and notices.

Effective: 1st January 2023