

By accepting these Policies and Procedures you consent to abide to the following terms and conditions with PHIPURE Sdn Bhd (1369811-H)

In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Phipure Business Owner (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

PHIPURE BUSINESS OWNER shall abide by the followings:

- i. I shall abide and support the company’s rules and regulations and all applicable acts.
- ii. I shall cultivate a sincere approach in developing PHIPURE’s business and in recommending the Company’s products.
- iii. I shall offer the very best service to my customers.
- iv. I shall uphold the reputation of the Company to gain the utmost trust of my fellow Business Owners.
- v. I shall carry out my duty as a Business Owner in accordance with the rules and regulations set forth.
- vi. I shall agree to the Company’s addition or deletion of the content of Phipure’s Policy and Procedures
- vii. I shall leave it to the company’s discretion or the government’s discretion if found violated the Company’s rules and regulations or any applicable act.

#### 1) Trademark Rights

The Phipure Business Owner agrees and acknowledges the following with regard to the Company’s trademark:

- The Company is the sole and exclusive owner to all right, title and interest in “Trademark” or to any other trademarks associated with the Company (the “Company Trademarks”) which the Phipure Business Owner may utilize in performing the services herein.
- The Company hereby grants to the Phipure Business Owner subject to the limitations stated within these Policies and Procedures a non-exclusive, non-transferable, revocable right to use the Company Trademarks as necessary to market and offer for sale the Products within the approved Territory.

#### 2) Phipure Business Owner Responsibilities

In marketing and offering the Products for sale in the Territory, the Phipure Business Owner shall:

- Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
- Maintain reasonable technical and practical knowledge with regard to the Products;
- Utilize promotional materials provided to the Phipure Business Owner by the Company for the purpose of marketing and selling the Products;
- Promptly respond to all communications by customers and the Company regarding the Products;

- Reasonably assist the Company with regard to any and all collection matters as requested by the Company;

### 3) Rewards

The Company shall pay rewards according to the Phipure's reward program

- i. Should the Parties terminate this Agreement for any reason, the Company shall pay the Phipure Business Owner only for sales of the Products made prior to the termination date.
- ii. In the event that the Phipure Business Owner receives reward payments for orders that are subsequently refunded, charged back, or the Company otherwise fails to realize the reward from such a sale, the Phipure Business Owner shall offset any future rewards paid by the amount by which the rewards actually paid would be reduced if the sales associated with rewards the Company failed to realize were never completed.
- iii. Phipure shall endeavor to make payments to the Phipure Business Owner after the third working day of the first period and after the third working day of the second period. (Business Owners are required to refer to Phipure's reward program so as to understand the tenure of the "period" mentioned above)

### 4) Confidentiality

The Phipure Business Owner shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's customer information, (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company.

Immediately upon termination of the relationship between the Company and the Phipure Business Owner, the Phipure Business Owner shall return to the Company any documents pertaining to the Company's business or any of its trade secrets which are in the Phipure Business Owner's possession.

### 5) Term and Termination

This Policies and Procedures shall become effective upon the date of execution of the Business Owner Agreement and continue until either Party terminates this Agreement in writing.

Upon such termination, the Phipure Business Owner shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of the Company's confidential information.

### 6) Indemnification

The Phipure Business Owner agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to any violation of the law, the

Business Owner Agreement, these Policies and Procedures. Such costs include but are not limited to reasonable legal fees.

7) No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Effective: 1<sup>st</sup> January 2023