

SHIANG'S INTERNATIONAL PTE LTD

Terms and Conditions of Agreement

I/We, the Applicant named overleaf, hereby confirm and agree as follows:-

1. That I/We am/are of legal age, am/are qualified and am/are competent to enter into a contract with Shiang's International Pte Ltd ("the Company") of 401 Commonwealth Drive #01-03 Haw Par Technocentre Singapore 149598.
2. That the Company network markets the avita products manufactured by Shiang's International Pte Ltd.
3. I/We become an avita/Shiang's Independent Distributor upon acceptance of this Application by the Company, and I/We will, at that time, have the right to sell avita/Shiang's products in accordance with the Compensation Plan. This agreement will be deemed to be accepted by the Company upon receipt of the duly signed original copy by an officially authorized employee of the Company.
4. I/We have read and understood the Compensation Plan as well as the Official Policies and Procedures stipulated in the avita's principal website at www.myavita.com. That I/We agree to abide by the said Policies and Procedures mentioned therein and I/We agree that the terms and conditions of the Compensation Plan, Policies and Procedures are incorporated herein by this reference. I/We acknowledge that any violation of the terms and conditions of this Agreement, the Compensation Plan or the Policies and Procedures or any other agreement or obligation with the Company or its affiliated entities may result in the termination of my/our Distributorship or other disciplinary action as deemed appropriate by the Company.
5. I/We understand that a required amount of purchases with the equivalent point value are necessary to become an avita/Shiang's Independent Distributor.
6. If I/We wish to terminate this agreement. I/We will deliver to the Company written notification of my/our intent to terminate in accordance with the Policies and Procedures. The provisions of the said Policies and Procedures shall govern the rights of both parties upon such termination.
7. As an avita/Shiang's Independent Distributor, I/We am/are independent contractor and not an employee, partner, agent of the Company. I/We agree that I/We am/are solely responsible for my/our compliance with any and all laws or regulations related to my/our business in any jurisdiction exercising authority over me/us including but not limited to the duty to license my/our business, and pay self-employment income taxes and provident fund payments and to comply with all other regulations. I/We will obey any and all laws local or otherwise, statutes and regulations applicable to my/our business and me/us.
8. Although the Company and/or any of its affiliated entities may assist me/us in becoming aware of application laws, rules and requirements, the sole responsibility to conduct my independent avita/Shiang's business lawfully in any jurisdiction rests with me/us. Therefore, I/We release the Company and any of its affiliated entities and their officers, directors, agents and employees from all liability for any of my/our actions or commissions; I/We also waive any claims or causes of action which I/We (or others acting in my/our interest) may have occasion to assert regarding my/our status or conduct as an Independent Distributor or Sponsor of avita/Shiang's arising from representations in sponsoring and conducting my/our independent avita/Shiang's business.
9. I/We may sponsor independent Distributors in those specific countries in which are linked internationally.
10. I/We understand that I/We am/are responsible for training and supporting any distributor(s) I/We sponsor under the Compensation Plan. I/We will perform bona fide supervisory, soliciting, distributive, and/or selling function in connection with the sale of avita/Shiang's products to the ultimate consumer. I/We also agree to train any distributor that I/We may sponsor in the performance of their functions. I/We will maintain continuing communication with and supervision over my/our avita/Shiang's sales organization.
11. I/We understand and agree that my/our compensation from the Company is established by the Compensation Plan and will consist solely of commissions, overrides and/or bonuses, relating to the sale or other output derived from in-person sales, solicitations or orders from ultimate consumers in the home or otherwise, rather than in a permanent retail establishment.
12. I/We agree that I/We may not alter, repackage, re-label or otherwise change any avita/Shiang's product under any name or label other than that authorized by the Company. I/We further agree that I/We will refrain from producing, selling and using, (for the purpose of advertising, promoting or describing the avita/Shiang's products) any Compensation Plan, program, writing, recording, or any other materials that have not been previously approved or provided by the Company.
13. I/We understand and agree that I/We may not convey, assign or otherwise transfer any rights arising hereunder without the prior written consent of the Company.
14. I/We agree not to use proprietary trade names, trademarks or other property of the Company/avita or Shiang's without consent of the Company.
15. I/We will make no claims of therapeutic or curative properties regarding avita/Shiang's products or claims involving the Compensation Plan that are not contained in official avita/Shiang's literature which is produced and distributed by the Company.
16. The Company and its affiliated entities have proprietary rights to its distributor network and lists of distributor names. I/We will not use any products or services other than those offered through the Company to any avita/Shiang's Distributor whom I/We do not personally sponsor and I/We further agree that I/We may not hold a beneficial interest in more than one avita/Shiang's distributorship.
17. This is an integrated agreement, which also includes the terms, and conditions found in the Policies and Procedure and the Compensation Plan. Other than the referenced documents, no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both the Company and me. If any provision of this Agreement is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
18. The laws of the Republic of Singapore shall govern this agreement. I/We agree that proper jurisdiction and venue shall be in Singapore. This Agreement shall be binding upon the successors and assigns of both parties.
19. I/We certify the accuracy of all information provided by me/us in this Distributors Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this agreement void from its inception.
20. I/We agree to indemnify the Company against all or any claims including all costs and expenses including legal expenses incurred by the Company that may result in any manner whatsoever by the conduct of my/our business as an Independent avita/Shiang's Distributor of Sponsor and any such related activities.
21. The Company agrees to promptly pay compensations due according to the conditions of the Compensation Plan and the Policies and Procedures.
22. The Company shall be entitled in its absolute discretion and at any time to vary or amend this Agreement without prior notice.