

POLICIES AND PROCEDURES

SECTION 1. DEFINITION OF TERMS

- 1.1. **Bonus/Commission** is a payment made to a Business Owner based on the amount of sales or business they generate.
- 1.2. **Company** shall refer to Santé International.
- 1.3. **Copyright** refers to a legal right that grants the creator of an original work exclusive control over its use, including reproduction, distribution, performance, and adaptation.
- 1.4. **Cross-lining** refers to an act where a Business Owner Sponsor attempt to sponsor another registered Business Owner from a different line of sponsorship to “switch” to another line of sponsorship.
- 1.5. **Data Portability** refers to the right to obtain from the personal Information Controller (Santé International) a copy of the data subject’s (Business Owner) personal data.
- 1.6. **Fictitious or assumed name** refers to a name that a person or business uses instead of their legal or registered name.
- 1.7. **Incentive** is a reward or benefit designed to motivate Business Owners to perform at higher levels or achieve specific targets. Incentives can be monetary or non-monetary.
- 1.8. **KYC (Know Your Customer)** refers to the process of verifying the identity of business owners to prevent fraud, irregular activities, and other illegal practices. The process involves collecting and assessing personal information, including business details, commissions, sales transactions, and other relevant data, to ensure that the business owner is legitimate.
- 1.9. **Personal Data** refers to all kinds of personal information that identifies you. Personal information, when put together with other pieces of information, would directly and certainly identify an individual.
- 1.10. **Resignation** is the voluntary act of a business owner deciding to terminate their registered account within the company.
- 1.11. **Suspension** refers to a withholding of Business Owners rights and privileges.

- 1.12. **Trademark** refers to a word, a group of words, sign, symbol, logo or a combination thereof that identifies and differentiates the source of the goods or services of one entity from those of others.
- 1.13. **Verified Account** refers to an account that has undergone a verification process to confirm that it is owned by a real, legitimate person or entity.
- 1.14. **Registered Account** refers to an account that has successfully gone through and completed the registration process.
- 1.15. **Termination** refers to the permanent deletion of the Business Owner's registered account with the company, including the removal of all personal information. It also results in the forfeiture of any outstanding commissions, bonuses, and incentives that the Business Owner may have earned.
- 1.16. **Trademark** refers to a distinctive sign, symbol, word, phrase, logo, or combination that identifies and distinguishes the goods or services of one party from those of others.

SECTION 2. MEMBERSHIP AND BUSINESS OWNERSHIP

- 2.1. To become a Member you shall meet the following requirements:
 - 2.1.1. Member must be of legal age in the state, territory or country of their domicile;
 - 2.1.2. Have a Sponsoring Business Owner from Santé International;
 - 2.1.3. Fill out and complete the online Registration Form on the official website of the Company;
 - 2.1.4. Purchase a Retailer kit.
- 2.2. 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).
- 2.3. A Business Owner Activation Pack may entitle an individual to one or more Business Accounts, which may be fully paid or partially paid through commission deductions, depending on the individual's chosen entry to Santé International.
- 2.4. 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 Santé Headquarters.

- 2.5. 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.
- 2.6. 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.

SECTION 3. APPOINTMENT

- 3.1. Upon registration, the Company will grant the individual a Business Owner's status within the Compensation Plan by sending to him a written notice through email 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.
- 3.2. 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 4. INDEPENDENT CONTRACTOR

- 4.1. 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 Santé International.
- 4.2. A Business Owner is not a branch, franchisee, partner, employee, agent or Representative of Santé International. He has no right to and shall not represent himself/herself as such. The relationship between a Business Owner and Santé International is wholly governed by these terms of agreement and the P&P of Santé 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.

- 4.3. A Business Owner is not an employee of the Company. Any costs he/she incurs in the development of his/her business area this/her own expense. He/She shall not be entitled to seek reimbursement from the Company.
- 4.4. 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 5. BUSINESS OWNER'S RIGHTS AND OBLIGATIONS

5.1. Non-exclusivity

A Business Owner has a non-exclusive right to market and promote products of Santé International.

5.2. Retail Store Restriction

5.2.1. The Owner shall refrain from constructing, establishing, or operating any physical retail establishment of a size, design, or appearance that is similar or substantially similar to that of the Branch Operator. Furthermore, the Owner shall not misrepresent themselves, either directly or indirectly, as a branch or affiliate of Santé International, so as to prevent any potential confusion or misleading of customers.

5.2.2. Moreover, the sale, marketing, promotion, and distribution of Santé International products shall be conducted in strict accordance with the terms and conditions of this Agreement, as well as any other rules, regulations, policies, or directives issued by the Company from time to time.

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

5.3. Right to sponsor

5.3.1. Only a Business Owner has a right to sponsor another new Business Owner to Santé International and enjoys the benefits under the Santé International's Compensation Plan for doing so. When sponsoring a new Business Owner to Santé 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.

5.3.2. 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.

5.4. Rights to Company Literatures & Communication etc. and to participate in Company Functions

Business Owners may receive periodic literature and other communication from Santé 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.

5.5. 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 an Agent, Representative or employee of the Company.

5.6. Obligation for personal promotion

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

5.7. Obligations to Sponsored Business Owners

5.7.1. Any Business Owner who introduces another Business Owner to Santé 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 Santé business. It is both to the

advantage of the Sponsor and their sponsored Business Owners to have regular contact and communication.

5.7.2. 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.

5.8. Obligation of not referring to Other Programs

5.8.1. 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.

5.8.2. Business Owners are strictly prohibited to promote any direct or indirect competitive services, products and/or business programs. At Santé International's function or on Santé 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.

5.9. Obligation to refrain from Breaching Security

All Business Owners have a responsibility to maintain the network integrity of the Company. A Member shall not attempt to hack, interfere with, or tamper with the Company's database, computer systems (including both hardware and software), or any related components, nor attempt any such actions without proper authorization.

5.10. Obligation to ensure Legal Compliance

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

5.11. **Obligation for Taxation, Expenditures, etc.**

- 5.11.1. 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.
- 5.11.2. 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.

SECTION 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Santé International shall retain exclusive ownership of all intellectual property rights, including, but not limited to:
 - 6.1.1. All trademarks, trade names, logos, service marks, and other marks registered with the Intellectual Property Office (IPO); and
 - 6.1.2. All registered copyrighted materials, including but not limited to product packaging, promotional materials, designs, and any other proprietary works associated with Santé International.
- 6.2. Business Owners, in their capacity as authorized sellers of Santé International's products, are granted a limited, non-exclusive, non-transferable, and revocable license to use Santé International's intellectual property solely for the purpose of promoting and selling the company's products in accordance with the terms set forth in this Agreement.
- 6.3. Business Owners are expressly prohibited from:
 - 6.3.1. Using Santé International's intellectual property for any purpose other than the promotion and sale of the company's products;
 - 6.3.2. Altering, modifying, or creating derivative works based on Santé International's intellectual property;
 - 6.3.3. Representing themselves as owners or co-owners of Santé International's intellectual property or any related rights.

- 6.4. Santé and Santé Barley are registered trademarks, and as such, Santé International holds exclusive rights to the use of these trademarks. Any website or social media page displaying the name, brand, or logos of Santé must first obtain prior written consent from the Company. Additionally, such use must comply with the Company's "One Look Policy," ensuring consistent and authorized representation of the brand.

SECTION 7. COMMISSIONS AND BONUSES

- 7.1. Only verified accounts are eligible to receive commissions, bonuses, and incentives. Accounts that are registered but not verified will only be entitled to the direct referral bonus. The verification of an account will not have retroactive effect, and any commissions, bonuses, or incentives earned prior to verification will not be applied.

- 7.2. **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 Santé International's compensation plan.

- 7.3. **Adjustments to commissions and/or bonuses**

- 7.3.1. Business Owners receive commissions and bonuses under the Compensation Plan based on the actual sales of products to Customers or Business Owners.
- 7.3.2. Bonuses and commissions are awarded solely based on legitimate transactions conducted in accordance with the Marketing and Compensation Plan established by the

Company. Any bonuses, commissions, or incentives derived from fraudulent activities or the circumvention of the Marketing and Compensation Plan, upon final determination by the Company, shall be forfeited.

- 7.3.3. When a product is returned to the Company for a refund or is repurchased by the Company or the transaction is in any way 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 are 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.

7.4. Payment of Commission

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

7.5. Unclaimed Commissions and/or Bonuses

Business Owners must deposit or encash commission check within six (6) months from the date of issue. A check that remains unencashed 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.

7.6. Use of Greenium

The company recognizes the Anti Money Laundering Act (AMLA), hence, the use of electronic wallet or Greenium should be limited to the purchase of Santé International products only. Any manner of transfer other than the said purpose is strictly prohibited. Encashment of Greenium from another person has a corresponding penalty.

7.7. Offset

The Company reserves the right to offset any outstanding debts owed by the Business Owner against their bonuses and/or commissions that are due and demandable.

SECTION 8. RESIGNATION, SUSPENSION, AND TERMINATION

8.1. Resignation

A Business Owner may voluntarily terminate his Membership by sending written notice of such resignation 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.

8.2. Inactivation

8.2.1. 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.

8.2.2. Inactive Business Ownership for more than six (6) months 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.

8.3. Suspension

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.

8.4. Termination

8.4.1. The Company may 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.

8.4.2. If a Business Owner wishes to ask the Company to review the decision to terminate, he shall make such an appeal 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 appeal, the Company will review the decision and notify the Member of the result of the review within fifteen (15) 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.

8.5. Other Effects of Resignation, Suspension, and Termination

8.5.1. 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.

8.5.2. 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.

8.5.3. Immediately upon termination, the terminated Member:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any product, plan or program of the Company.
- b) Must cease representing himself as a Business Owner of the Company;
- c) Loses all rights to his Business Owner position in the Compensation Plan and to all future commissions and earnings resulting there from;
- d) Must take all actions reasonably required by Company relating to protection of Company's confidential information.

8.5.4. The 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 this Agreement herein, from commissions or other compensation due to the Member.

8.5.5. Inactivity for a period of three (3) consecutive years will result in automatic account termination.

8.6. **Re-registration**

No registration of new account shall be made before the resignation, termination or transfer of Membership shall be made. Nor shall a Business Owner who resigns, terminates or transfers his/her Membership reapply as a new Member within twelve (12) months after the said resignation, termination or transfer of Membership. Registration of a new account within the said period shall be null and void.

Any fees made in consideration of the said re-registration or registration shall be forfeited in favor of the 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 9. TRANSFER OF BUSINESS OWNERSHIP

9.1. Transfer of Business Ownership other than Through Succession

9.1.1. 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.

9.1.2. 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.

9.1.3. A Business Owner who elects to resign their Business Ownership shall be prohibited from transferring such ownership, by any means, to any individual. Likewise, a resigning Business Owner shall not be permitted to purchase or acquire an existing account. Similarly, any existing Business Owner is prohibited from transferring their account to a recently resigned Business Owner. Any transaction or transfer made in violation of this provision shall be null and void.

9.1.4. Business Owners must not sell, assign, or transfer their 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) 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 (Notarized Deed of Transfer);
- b) Tax Identification Number (TIN) of the transferee;
- c) Valid Government Issued ID of the transferee;
- d) Selfie holding the valid ID;
- e) An office administration transfer fee of PHP 1,500.00 must accompany the transfer documents;

- f) An active new email address and mobile phone number;
- g) 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; and
- h) 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 of any sale or transfer.

9.1.5. 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.

9.1.6. 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.

9.1.7. Cross-lining is not allowed. 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.

9.2. Transfer of Business Ownership Through Succession

9.2.1. All business owners, upon membership enrollment, shall assign one (1) qualified successor or beneficiary of his/her account.

9.2.2. The following are the Order of hierarchy of successors:

- a) For married Business Owner
 - i. Legal Spouse
 - ii. Legitimate and/or legally adopted children, 18 years old and above (Eldest to youngest).
 - iii. Illegitimate Children, at least 18 years old.
- b) For single Business Owner whether a single parent or widow or widower

- i. Legitimate and/or legally adopted children, 18 years old and above
- ii. Illegitimate Children
- iii. Parents
- iv. Siblings

c) For Single with domestic partner

- i. Partner
- ii. Common Children and/or legally adopted children, 18 years old and above

9.2.3. To the contrary notwithstanding, in case of death, insanity, or incapacity of the original member, the assigned successor shall automatically acquire the account of the decedent, taking into consideration the hierarchy stated in this agreement. Ownership shall be transferred under the name of the successor, including unpaid commissions, interest, and other incentives, subject to the following requirements:

- a) Certified True Copy of Death Certificate (in case of death);
- b) Certified True Copy of Medical / hospital record (in case of permanent disability);
- c) Certified True Copy of Court record on final judgment (in case of civil interdiction);
- d) Two (2) valid Government Issued ID of the decedent;
- e) Certified True Copy of Marriage Certificate or;
- f) Certificate of cohabitation with the surviving domestic partner (from Barangay) and Affidavit of Cohabitation by the surviving domestic partner;
- g) Certified True Copy of Birth certificate or adoption decree (if the successor is the child of the decedent); and
- h) Two (2) valid Government Issued IDs of the successor.

9.2.4. The transfer of ownership shall take effect only within seven (7) business days after the complete submission of all required documents to the Customer Experience team.

SECTION 10. PRODUCT RETURN & EXCHANGE POLICY:

10.1. 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:

10.1.1. Quantity and General Quality of the Products;

- 10.1.2. Fitness for Trade and Merchantability of the Products;
 - 10.1.3. Existence of any defect or damage to the Products, whether apparent or hidden; and
 - 10.1.4. Packaging and Appearance of the Products.
- 10.2. 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 Santé International within a non-extendible period of thirty (30) days. The returned product/s should be accompanied by:
- 10.2.1. Issued receipt, and
 - 10.2.2. Filled out Product Return Form
- 10.3. Santé International 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.
- 10.4. Santé International, however, shall not be under any obligation to replace and/or substitute products which the business owner claim to be defective and/or damaged other than:
- 10.4.1. those proven to be a result of manufacturing defects and/or hidden defects and/or
 - 10.4.2. accepted products that the business owner fails to promptly report to Santé International for any damage or defect within a non-extendible period of thirty (30) days from the acceptance of the products.
- 10.5. Only products purchased directly from Santé International Head office are subject to returns. Products should be replaced where the product was purchased.

SECTION 11. CODE OF CONDUCT AND ETHICAL STANDARDS

- 11.1. Each Business Owner shall create and foster harmonious relationships, respect, and professional culture within the Company, pursuant to the CODE OF CONDUCT AND ETHICAL STANDARDS.
- 11.2. **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.

11.2.1. Loyalty to the Company

- a) 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.
- b) All Business Owners shall act in good faith and, to the best of their ability, avoid any situation that creates or appears to create a conflict of interest with the Company in relation to their obligations under this Agreement.

11.2.2. Honesty in all dealings

All Business Owners are strictly enjoined to be professionals in all acts and bearings, dealings or transactions.

11.3. Obligation to co-Business Owners

11.3.1. Honesty among fellow Business Owners

All Business Owners are strictly enjoined to be honest and credible in all their deeds regarding Santé International transactions by not committing acts against the company or fellow Business Owners.

11.3.2. 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.

11.3.3. 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.

11.3.4. Decency, good morals and behaviors

- a) 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.
- b) Decency means treating everyone with respect and conducting oneself with honesty, transparency, and accountability in all dealings as a Business Owner of Santé International.

11.3.5. Cross-Lining

- a) A Business Owner is prohibited from sponsoring or attempting to sponsor another registered Business Owner from a different line of sponsorship to “switch” to another line of sponsorship.
- b) The following are examples of cross-lining, which may include, but are not limited to, the following:
 - i. 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;
 - ii. A Business Owner owning an interest in an entity which is a Business Owner in lines of sponsorship not below his primary Business Account;
 - iii. Entering in other lines of sponsorship under the same name;
 - iv. And other analogous acts.

11.4. Dispute Resolution and Mediation

- 11.4.1. If any dispute or disagreement arises between and among business owners in connection with their activities as business owners of Santé International, they agree to first attempt to resolve the matter through discussions and meetings with themselves.

- 11.4.2. If the Parties are unable to resolve dispute or disagreement, they shall elevate the matter to the NetDev Department of Santé International for mediation.
- 11.4.3. If mediation results in an agreement, the Parties shall document the terms of the settlement in writing, which shall be binding on both Parties.
- 11.4.4. If mediation fails to resolve the dispute, the Company shall have the sole discretion to resolve the matter as it deems appropriate, taking into account the facts and circumstances of the dispute. Such resolution shall be final and binding upon the Parties, unless otherwise prohibited by law.

11.5. **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.

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

- 11.6.1. The business of Santé International is not an investment scheme wherein, it will be presented to people who will be called investors and in return get a huge percentage as interest while doing nothing upon placing a huge sum of money as their investment.
- 11.6.2. 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, for purposes of selling the products below the Business Owner price set by the company or damaging the integrity of the company, brand, product and network organization.
- 11.6.3. A Business Owner shall not circumvent the Marketing and Compensation Plan for personal gain. Any deliberate and palpable attempt to circumvent the Marketing and Compensation Plan through a single, series, combination, or pattern of unusually complex transactions that lack a credible business purpose, origin, underlying trade obligation, or contract will be considered a violation.
- 11.6.4. The following actions shall be considered circumvention of the Marketing and Compensation Plan:

- a) Automatic registration of a customer as a member of Santé International without their express consent.
- b) Controlling over the accounts of other business members, whether the accounts are held by real or fictitious individuals, for personal gain.
- c) Providing greenium to the accounts of other business members with the intent of personal benefit.
- d) Selling products below the company's suggested retail price, Business Owner price, or any promotional/discounted price set by the company in order to qualify for additional incentives.
- e) Creating discount schemes that aren't authorized by the company to increase sales or meet targets.
- f) Creating multiple accounts under different identities to maximize promotional rewards or commissions.
- g) Manipulating the Marketing and Compensation Plan by coaching members to inflate sales or personal volume for commissions or promotions.
- h) Providing misleading or fraudulent information during the registration process to gain promotional benefits or incentives.
- i) Combination of the abovementioned acts.

11.6.5. Any Business Owner 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 FIVE HUNDRED THOUSAND PESOS (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 such individual or entity from directly or indirectly engaging in any act prohibited under the preceding paragraphs.

11.6.6. Further, any person or entity who markets, promotes, sells or distributes any product of Santé 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 FIVE HUNDRED THOUSAND PESOS (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 (PHP

100,000.00), 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 such individual or entity from directly or indirectly engaging in any act prohibited under this paragraph.

11.6.7. 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.

SECTION 12. VIOLATIONS/OFFENSES AND PENALTIES

12.1. The Company reserves the exclusive right to evaluate and determine the severity or degree of any violation committed under this P and P on a case-by-case basis. Violations and their corresponding penalties shall be classified into the categories below:

	WRITTEN WARNING	LIGHT SUSPENSION	GRAVE SUSPENSION	TERMINATION
Making false or exaggerated claims about products or income potential without factual support, or promising unrealistic profits or guaranteed financial success to recruit new members.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Launching or promoting a competing business or MLM, recruiting for another MLM, or engaging in			1 st offense	2 nd Offense

activities that undermine the company's success while still a member.				
Unauthorized use, collection, or process of personal or sensitive personal information of other business owners or customers, obtained through transactions with Santé International, without their consent.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Sharing proprietary or confidential company information, such as, but not limited to, marketing strategies, business plans, or product formulas, with competitors or the public, as well as disseminating internal information that could harm the company's public image.	Written Warning to termination.			
Badmouthing or speaking negatively about the company in public, on social media, or within industry circles.			1 st offense	2 nd Offense
Automatic registration of a customer as a member of Santé International without their express consent.		1 st offense	2 nd Offense	3 rd Offense
Controlling over the accounts of other business members, whether the accounts are held by real or fictitious individuals, for personal gain, without the consent of the owner of the account.			1 st offense	2 nd Offense
Providing greenium to other business owners for the purpose of		1 st offense	2 nd Offense	3 rd Offense

financially controlling their accounts.				
Selling products below the company's suggested retail price, Business Owner price, or any promotional/discounted price set by the company in order to qualify for additional incentives.		1 st offense	2 nd Offense	3 rd Offense
Creating discount schemes that aren't authorized by the company to increase sales or meet targets.		1 st offense	2 nd Offense	3 rd Offense
Creating multiple accounts under different identities to maximize promotional rewards or commissions, committed by either the sponsor or the sponsee.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Providing misleading or fraudulent information during the registration process to gain promotional benefits or incentives.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Actively trying to damage the performance or motivation of other team members to gain an advantage.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Engaging in fraudulent financial practices, creating an alternative compensation plan without the company's consent, or developing a compensation plan that constitutes a pyramiding or Ponzi scheme, thereby damaging the company's reputation.			1 st offense	2 nd Offense

Engaging in rude, dismissive, or unprofessional behavior during interactions with customers, recruits, or other team members, whether in person or online.		1 st offense	2 nd Offense	3 rd Offense
Misusing the company's intellectual property.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Any attempt to hack, interfere with, or tamper with the Company's database or computer systems, or any attempt to engage in such activities without proper authorization.				1 st offense
Violation of the Business Owner Terms and Agreement, or any other agreements or documents entered into between the Business Owner and the Company.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Falsification or submission of forged reports, documents, or records.		1 st offense	2 nd Offense	3 rd Offense
Breach of confidentiality regarding trade secrets.			1 st offense	2 nd Offense
Inserting false information into documents, altering their original meaning, or issuing a document as an authenticated copy of a non-existent original.		1 st offense	2 nd Offense	3 rd Offense
Failing to register a fully paid New Business Owner within 48 hours.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Withholding or failing to issue login credentials to a new Business Owner, or		1 st offense	2 nd Offense	3 rd Offense

accessing a Business Owner's web page or module without their authorization.				
Influencing other Business Owners' business partners to register under sponsors apart from the ones who invited them or engaging in cross-lining or transferring/sponsoring Business Owners between groups without Company authorization.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Issuing a check to the Company without sufficient funds to cover the amount or with insufficient funds to clear the check.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Incurring obligations with the Company and failing to fulfill them.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Failing to provide a fully paid, complete Retailer Kit and/or Activation Package, or issuing incomplete sets of these items.	1 st offense	2 nd Offense	3 rd Offense	4 th Offense
Offering gifts to management or staff, either openly or discreetly, to gain personal favors.		1 st offense	2 nd Offense	3 rd Offense
Altering the quality, fineness, or weight of any product related to the Company's business.			1 st offense	2 nd Offense
Transfer of a Business Ownership to one's sponsored Business Ownership that is not permitted under this policy and procedure (P&P).		1 st offense	2 nd Offense	3 rd Offense

- 12.2. A Notice to Explain (NTE) shall be issued to the Business Owner, requiring them to provide details regarding their violation. The Business Owner must submit their explanation within the specified timeframe indicated in the notice. Upon receipt of the explanation, the company will evaluate its sufficiency and determine whether the prescribed penalty should be imposed.
- 12.2.1. **Written Warning:** A written letter that serves as a formal notice to a Business Owner, providing a stern directive to refrain from repeating the violation and to avoid any actions that violate the company's policies and procedures.
- 12.2.2. **Light Suspension:** Fourteen (14) day-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.
- 12.2.3. **Grave Suspension:** 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.
- 12.2.4. **Termination:** 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.
- 12.3. The Company shall have sole and absolute discretion in determining the classification of the offense, the applicable penalties, and any mitigating or aggravating circumstances. Decisions shall be based on the facts and evidence surrounding the violation.

SECTION 13. APPEAL

- 13.1. If the Business Owner wishes to ask the Company to review their decision, he shall make such a request in writing to the Company within fifteen (15) 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 ten (10) 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:

- 13.1.1. Prohibiting the Business Owner from holding himself as Business Owner or using any of Company's proprietary marks and/or materials;
- 13.1.2. Withholding Commissions and Bonuses due to the Business Owner during the suspension period;
- 13.1.3. Prohibiting the Business Owner from purchasing services and products from the Company; and/or;
- 13.1.4. 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.

SECTION 14. 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, with or without the prior knowledge and/or consent of the Company and/or the Business Owner.

SECTION 15. 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 16. PRIVACY NOTICE AND POLICY

- 16.1. 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.
- 16.2. This Data Privacy Statement explains how the company will use the information provided by the Business Owner when they conduct business or avail of services.

16.3. The company is the data controller responsible for any personal data provided by the Business Owner.

16.4. **Personal Data Collected**

The company may collect the following personal data:

- a) Name
- b) Birthdate
- c) Successor for Business Account
- d) Relationship to Successor
- e) Home Address
- f) Nationality
- g) Gender
- h) Civil Status
- i) Spouse Name (if married)
- j) Spouse Birthdate (if married)
- k) TIN (Tax Identification Number)
- l) Office Number
- m) Office Fax Number
- n) Home Number
- o) Mobile Number
- p) Email
- q) Specified Username

16.5. **Collection of Personal Data**

Personal data is collected only when there is a legitimate purpose for doing so. The company will seek the Business Owner's consent before processing the data, except in cases where consent is not required under the Data Privacy Act (DPA). Personal data may be collected through:

- a) Online forms, web platforms, and email
- b) Use of cookies or other digital information, such as IP addresses
- c) Letters or correspondences
- d) Databases forwarded for processing, etc.

16.6. **Use of Personal Data**

The company may use the collected personal data for the following purposes:

- a) To provide and maintain services
- b) To communicate with the Business Owner, including sending updates and promotional materials

- c) To improve services based on feedback and usage patterns
- d) To comply with legal obligations and protect the company's rights
- e) To resolve issues and handle customer service concerns
- f) To process orders

16.7. Processing of Personal Data

The company processes personal data to successfully provide the services availed by the Business Owner. Personal data may be processed for the following purposes:

- a) To provide the services requested by the Business Owner
- b) To carry out instructions or respond to queries
- c) To communicate via phone, text, and/or email
- d) To administer internal or external audits of the company's business
- e) For any other purpose specified in the notice and consent forms provided to the Business Owner

16.8. Sharing of Personal Data with Third Parties

The company may disclose personal data to third parties, such as affiliates and bank service providers, to perform business transactions effectively. The company will ensure control over the personal data and maintain responsibility when working with third parties. Contracts or other reasonable safeguards will be used to protect the Business Owner's data, ensuring the same level of protection as the company's own information.

16.9. Storage of Personal Data

Personal data will be retained for as long as necessary to provide the services requested. Once the data is no longer needed for these purposes, it will be deleted. The Business Owner may withdraw consent for the processing of personal data by submitting a request to the company.

16.10. Protection of Personal Data

The company implements reasonable and appropriate organizational, physical, and technical security measures to protect personal data. Additionally, the company provides

training to its employees on the proper handling of personal information.

16.11. Exercise of Data Privacy Rights

The company acknowledges and respects the rights of the Business Owner under the Data Privacy Act (DPA), including the right to be informed, the right to access, the right to object, the right to erasure and blocking, the right to rectify, the right to file complaints, the right to damages, and the right to data portability.

16.12. Changes to This Statement

The company may update this Data Privacy Notice and Policy from time to time. Any changes will be communicated by posting the updated statement on the company's website. Continued use of the company's services after any changes will signify the Business Owner's acceptance of the updated statement.

16.13. Contact Information

For any questions, concerns, or requests in relation to this Data Privacy Notice and Policy, the Business Owner may contact the company at:

Office Address: UG 42 & 54 Eton Cyberpod Corinthian
Edsa Cor. Ortigas Ave., Quezon City, Metro Manila,
Philippines
Email Address: dpo@Santénewzealand.com

SECTION 17. APPLICABILITY

This Policies and Procedures applies to all individuals, regardless of nationality, race, ethnicity, or any other distinguishing characteristic, who engage with the operations and programs of Santé International.

Prepared by:
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Atty. Francis Dave Bojos
Angelica Quiambao

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