



WINALITE INTERNATIONAL INC.

## DISTRIBUTOR TERMS and CONDITIONS

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- Distributor is of legal age.
- Winalite reserves the right to validate authenticity, completeness and legality of the submitted Distributorship Application. Furthermore, the company reserves the right to accept or decline any application for Distributorship when deemed necessary
- This agreement shall be effective and binding upon approval of the Distributor's application by Winalite and inclusion in Winalite's database of distributors. Winalite, in its sole discretion, reserves the right to amend any provision in this Agreement and in the Policies and Procedures.
- Winalite Distributor holds an Independent Distributor Status and as such, qualifies for incentives and bonuses by achieving and fulfilling the requirements of the Company's Compensation Plan and not as an employee, agent, partner or a party in a joint venture with Winalite. As an independent Distributor, Distributor is responsible to pay all applicable taxes that may arise from his earnings. Likewise, a distributor is responsible for all the expenditures he may incur in the conduct of his Winalite business.

This agreement shall authorize the distributor to:

1. Purchase Winalite products at Distributor's Price, from Winalite office or any authorized Winalite Success Center within the Philippines.
  2. Sell Products of Winalite at Customer's Price
  3. Conduct Sponsoring activities
  4. Conduct trainings for his existing group distributors and prospective distributors as well
  5. Conduct Product training
- Winalite Distributor understands and commits he shall not make claims, warranties, or disclosures with regards to Winalite products, Compensation Plan, or service unless officially authorized by the company. The distributor further agrees he shall be liable for damages incurred from any act of misrepresentation.
  - Distributor agrees he shall not alter, re-label or otherwise change or modify any product nor will he sell such product under any other name or form.

- Winalite Distributor agrees to seek approval from Winalite prior to any use of Winalite Trademarks , service marks, logos and copyrighted materials. Furthermore, distributor agrees to treat with utmost confidentiality all confidential materials such as Distributor List and any Winalite material containing confidential and personal information of Winalite distributors. Likewise, Winalite may require distributor to return the same in the event of distributorship termination or cancellation.
- In the event Distributor wishes to sell, transfer, assign or cancel his distributorship, Winalite and distributor must strictly follow what is set forth in the Policies and Procedures.
- Distributor indemnifies Winalite International Inc., its subsidiaries, officials, shareholders, Board of directors, officers, employees and fellow distributors from and against any claims, demands, liabilities where upon costs or expenditures, including but not limited to court/lawyer's fees, arising from or alleged to arise in connection with the conduct of the distributor's WINALITE business.
- DISTRIBUTOR agrees that he may not hold beneficial interest in more than one Winalite Distributorship.
- If any provision of the Agreement or section of any provision is found to be invalid or unenforceable for any reason, only the provision found invalid will be severed and all other terms shall remain in full force and effect. Winalite retains the right to modify the invalid or unenforceable provision or any section thereof.
- All materials designed and developed by Winalite, including but not limited to Genealogy reports, Distributors list and information, business and sales tools, and other support materials, comprise propriety trade information. Request for these require written authorization, and fees may be charged accordingly as applicable.
- Winalite and Distributor shall exhaust all possible ways to amicably settle disputes arising from Agreement and the Policies and Procedures, otherwise, the same will be resolved only in the proper courts of Pasig City to the exclusion of others.
- The distributor declares that he has read and fully understood all the Terms and Conditions of this Agreement. Distributor commits to truthfully abide by this Agreement and to Winalite POLICIES and PROCEDURES.