

# Business Policies & Procedures

## (1) Rules Of Conduct / Policies & Procedures Introduction

This Business policies & procedures is part of the Members / Distributors Agreement, aims at protecting the rights, duties and responsibilities between the Members / Distributors and the Company. It is also applicable to the relationship among Distributors to ensure that every Distributor enjoys equitable and fair business opportunities under the strategies and plans implemented by the Company.

Decho Bio under the Direct Sales Act 1993 (Act 500) reserve the rights to review the Company's Business Policies & Procedures and timely revamp of the code of practice; due to several factors such as market changes, act amendment or other necessary business needs. Such reviews and revamps will take effect immediately upon announcement.

## (2) Code of Ethics

This Code of Ethics forms part of the Decho Bio's Policies & Procedures and all other regulations and agreements currently in place, which bind every Distributors. Any serious breach of the Code, Policies & Procedures, rules & regulations and agreements in place will involve action(s) being taken by Decho Bio in accordance with the Decho Bio Policies & Procedures.

The Code of Ethics explains proper conduct of business for Distributors to practice.

Additionally, Decho Bio encourages all Distributors to obtain and observe the Code of Ethics of the Direct Selling Association of Malaysia.

It is a mandatory requirement that Distributors comply with the Code of Ethics at all times.

2-1 Prohibited Practices – Distributors shall not use or engage in any unlawful, unethical, misleading, deceptive or unfair sales, promotion and / or marketing practices.

2-2 Identification – From the beginning of the sales presentation, Distributors shall, without request, truthfully identify themselves to the prospective customers, and shall also identify the Company, the Company's products and services and the purpose of their solicitation.

2-3 Explanation & Demonstration – Explanation and demonstration of the Company's Marketing Plan, products and / or services offered shall be accurate and complete, in particular with regards to price and, if applicable, price, terms of payment, cooling-off period and / or return rights, terms of warranty and after-sales service, and delivery. Distributors shall honestly and truthfully represent the quality, value and performance of the Company's products and services and reflect the integrity of the Company's products and services through words, actions and conduct.

2-4 Answers to Questions – Distributors shall give accurate and understandable answers to all questions from prospective customers concerning the products, services and / or the offer.

2-5 Verbal Promises – Distributors shall only make verbal promises concerning the products and / or services which are authorized by the Company in Writing.

2-6 Literature – Distributors shall only use flyers, promotional literature, advertisements, mailings that are approved printed materials and / or provided by the Company.

2-7 Testimonials – Distributors shall not refer to any testimonial or endorsement which is not authorized by the Company, not true, obsolete or otherwise no longer applicable, not related to their offer or used in anyway likely to mislead the consumer.

2-8 Comparison and Denigration – Distributors shall refrain from using comparisons which are likely to mislead and which are incompatible with principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. Distributors shall not unfairly denigrate any firm or product directly or by implication. Distributors shall not take unfair advantage of the goodwill attached to the trade name and symbol of another firm or product.

2-9 Respect of Privacy – Personal or telephone contact shall be made in reasonable manner and during reasonable hours to avoid intrusiveness. Distributors shall discontinue a demonstration or sales presentation upon the request of the customer / prospect.

2-10 Fairness towards customers / consumer – Distributors shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of customers / consumers and shall not exploit consumer's ages, illness, lack of understanding or lack of language knowledge.

2-11 Referral Selling – Distributors shall not induce a customer to purchase goods or services based upon the representation that a customer can reduce or recover the purchase price by referring prospective customers to the seller for similar purchases, if such reductions or recovery are contingent upon some unsure future event.

2-12 Delivery – Distributors shall fulfill the customer's order in a timely manner.

2-13 Recruiting – Distributors shall not use unlawful, unethical, misleading, deceptive or unfair recruiting practices. Unless expressly permitted by the Company, Distributors shall not at any time offer any free gifts, lucky draws or incentives to induce any individual to join as a Distributors. Distributors shall not at any time force or threaten any individual to join as a Distributors.

2-14 Business Information – Information provided by the Distributors to prospective customers concerning the opportunity and related rights and obligations shall be accurate and complete and must have been approved by the Company. Distributors shall not make any factual representation to a prospective recruit which cannot be verified or make any promise which cannot be fulfilled. Distributors shall not present the advantages of the selling opportunity to any prospective recruit in a false or deceptive manner.

2-15 Earning Claims – Distributors shall not misrepresent their actual or potential sales, income or earnings. Any sales, income or earnings representations made shall be based upon documents facts. Distributors shall truthfully portray the earning potential of the Company's Distributors.

2-16 Be Genuine - Distributors shall not represent, promote and / or market the Company's Plan as an investment plan or "Get Rich Quick" Plan. Distributors are paid based on their individual performance such as volume sales achieved and are not guaranteed of any income or bonuses or assured of any success. Distributors can only generate income through hard work and their own individual efforts.

### **(3) Definitions**

3-1 "Working Day" – means days that the Company is open for business from Monday to Friday, 9:00am to 6:00pm (excluding public holidays in Malaysia and the state of Selangor);

3-2 "Company" – means Decho Bio International Sdn Bhd (Company No. 1285820-K), a company incorporated in Malaysia with its principal place of business at No. 25, Jalan Kartunis U1/47, Kaw. Perindustrian Temasya Glenmarie, 40150, Shah Alam, Selangor Darul Ehsan

3-3 "Decho Bio" – means Decho Bio International Sdn Bhd;

3-4 "Point Value" or "PV" – means the Company's point system for calculating sales, purchases and payment transactions.

3-5 “Direct Sales Act 1993” – means the Direct Sales Act 1993 and any and all subsidiary legislation, rules, regulations, orders, by-laws, notices, amendment and / or directives made.

3-6 “Distributors” – means the “DV / DD / DE / DEE”, also means Distributor, a person who has enrolled to build a business team by selling products and sponsoring others, which covers all ranking stated below:

- i) Decho VIP (DV)
- ii) Decho Distributor (DD)
- iii) Decho Entrepreneur (DE)
- iv) Decho Excellent Entrepreneur (DEE)

3-7 “Marketing Plan” – means the marketing & compensation plan formulated and approved by the Company and as amended by the Company to reward Distributors.

3-8 “Rules & Regulations” – means collectively, (i) Business Policies and Procedures, (ii) the Code of Ethics, (iii) the Company’s Marketing Plan , and (iv) the standard terms and conditions set out in the Distributors Application Form;

3-9 “Entire Agreement” – means all clauses and terms stated in the (i) Business Policies and Procedures, (ii) the Code of Ethics, (iii) the Company’s Marketing Plan, and (iv) the standard terms and conditions set out in the Distributors Application Form.

#### **(4) How to Become A Distributor**

4-1 Any person despite of educational background, race, nationality, political or religious beliefs; may join as a Distributor through the recommendation of an existing Distributor.

4-2 Candidates who possess the following criteria are eligible to apply as Distributor:

- (a) any individual of 18 years and above who is a citizen or permanent resident of Malaysia;
- (b) a company incorporated in Malaysia;
- (c) a partnership;
- (d) a sole proprietor; or
- (e) foreigners with a valid passport or working permit in Malaysia.

#### **(5) Distributor’s Rights and Duties**

5-1 Stocks

5-1-1 Distributors enjoy the rights to purchase products directly from Decho Bio using Distributors Price.

5-1-2 Distributors shall store appropriate quantity of Decho Bio products and business materials to assist in business development.

5-2 Sales

5-2-1 Distributors shall promote the Company’s products according to the information, instructions and methods as specified in the product packaging and also be aware of note of cautions.

5-2-2 Distributors should not explain about the product features and functions in a misleading / exaggerated manner. Distributors shall bear the legal responsibility if such incident occurs and has detrimental effect on the Company’s reputation.

5-2-3 Distributors shall not express that they have exclusive marketing privileges or franchise.

5-2-4 Distributors should not by expressed or implied statements deliver the message that they are the Company's representative, agent or employee. Distributors also should not explicitly or implicitly on behalf of the Company express any statement of assurance.

5-2-5 No Distributor is allowed to price product / services at higher or lower price at any point of time for gaining higher profits / interest. Breach of this regulation may result in having their distributorship suspended or terminated by the Company.

### 5-3 Product Ordering

5-3-1 By placing an order, through internet or direct present to the counter from Monday to Friday from 9:00 am to 6:00 pm. Distributors must ensure selection of products before the conclusion of any order.

5-3-2 Products can be purchased by cash / credit card (or by any mode of payment so accepted by Decho Bio) from Decho Bio Office or Website.

5-3-3 All purchases after month-end cannot be backdated from the date of purchase.

### 5-4 Payment for Orders

5-4-1 Decho Bio accepts the following payment method of payment:

(a) Cash – Decho Bio accepts cash as payment for orders, however it recommends that Distributors do not send cash through mail. Decho Bio will not be responsible for any cash lost in transit.

(b) Credit Card / Debit Card – Decho Bio accepts payment made by any VISA or MASTER Card from banks within Malaysia.

(c) On-Line Transfer/ Telegraphic Transfer / Cheque / APPs – Decho Bio accepts payment made through details as below:

Bank	: Alliance Bank Berhad
Beneficiary Name	: Decho Bio International Sdn Bhd
Account No	: 122200010052227

### 5-5 Pick-Up Orders

5-5-1 Decho Bio will not accept returns of damaged or incorrect quantity and will not replace missing products once pick up action is done and delivery document has been signed.

5-5-2 Decho Bio will only ship products within Malaysia. The shipping charges will be reviewed from time to time depending on prevailing market rate.

5-5-3 Decho Bio reserve the rights to ship order via any competent carrier of its own discretion. Decho Bio will strive to select a reliable carrier that will serve the interest of its Distributors. Once the carrier has picked up an order for delivery, it is no longer in Decho Bio's control. Thereafter, concerning the delivery on non-delivery of said order, the procedures of that carrier must be followed.

5-5-4 If a package is refused or returned to Decho Bio, a return shipping fee will be charged. If redelivery of the said package is desired, a second shipping fee determined will be charged to the Distributor / Customer.

### 5-6 General Distributors Returns

5-6-1 Decho Bio in accordance with Direct Selling Act, offers a "Cooling-Off-Period" of ten (10) working days commencing the day after purchase is made, supported with the relevant documents and based on product condition for product return / exchange.

5-6-2 A Distributor or member who has purchased products from Decho Bio (Except Decho Bio's Sales Kit and business and sales or marketing tools) may return the said product to Decho Bio within the "Cooling-Off-Period".

5-6-3 All returned products are subject to examination by Decho Bio prior to its conditions for a refund or exchange.

5-6-4 Decho Bio reserves the right to reject any Product Return / Exchange if the following occurs:

- (a) Failure to present original Cash Bill / Delivery Order
- (b) Failure to produce a completed Product Return Form;
- (c) The unused portion of the product in original packaging if applicable;
- (d) Return / Exchange date exceeds "Cooling-Off-Period";
- (e) Product seal broken;
- (f) Packaging damaged, not in its original packaging, tampered, opened;
- (g) Exceed expiry date

5-7 Referrals

5-7-1 Distributors are encouraged to refer other potential prospects to become Distributors of Decho Bio.

5-7-2 After sponsoring an individual to become a Distributor of Decho Bio, the sponsor needs to help the individual to develop their business.

5-7-3 Amendment on 'Sponsor' and 'Placement' are strictly prohibited. Distributors who refers you to become a Distributor of Decho Bio will be your sponsor; after you have become a Distributor you will be placed under your own sponsor or other Distributors, that will be your 'Placement'.

5-7-4 An existing Distributor who tries to join another organization using a different name is known as "Line Hopping". Offenders may cause their eligibility be withdrawn.

5-8 Sale / Transfer of Distributorship

5-8-1 No Distributor shall sell, transfer or assign his / her Distributorship in Decho Bio without the prior written approval of the Company.

5-8-2 Distributors must fill in the Decho Bio Distributors Ownership Transfer Form prior to any approval by the Company.

5-8-3 Decho Bio reserve the rights on the decision to accept or reject the application for the sale, term of sale, qualifications of the recipients and his / her plan to manage and develop the network.

## **(6) Buy Back Policy**

6-1 Decho Bio practices Buy Back Policy to ensure maximum satisfaction of its Distributors. This policy allows every Distributor to return Products in its original condition and of merchantable quality.

6-2 Products in the "original condition and of merchantable quality" means the Products which are still in the market (the production has yet to stopped), with the price label still intact and clean, warranty card / paper if any, unopened box and in good condition and with at least 18 months product shelf life.

6-3 Decho Bio reserves the right to reject any returned Product that does not meet such requirements.

6-4 Products returned should be accompanied with the following documents:

- (a) relevant cash bills / invoices (only original copy is considered valid);
- (b) Delivery Order
- (c) Product Return Form

6-5 The Buy Back Policy is to seek to impose the responsibility to the sponsors to ensure their sponsored Distributors purchase products wisely. Distributors are advised not to purchase products more than they can be sold.

### **(7) The Use of Company's Name and Trademark**

7-1 Distributors are not permitted to use the Company name, written information and trademarks to engage in non-company related marketing activities or others for profit.

7-2 Unless with written consent from the Company, Distributors are not permitted to produce own materials with regards to the Company, Products and marketing information.

7-3 Unless with written consent from the Company, Distributors are not permitted to use any form of media (inclusive of internet), or through interaction / conversations / interviews with writers, publishers, journalists or public information to promote the Company's products or business opportunities.

7-4 Distributors are not permitted to attach additional labels on the products or to change the label, also not to change the product packaging.

7-5 Distributors shall use publications and sales materials prepared by the Company to develop their business; however, all materials are only for Decho Bio related business development only.

7-6 All works that belong to Decho Bio such as tapes, video tapes, CDs and information materials are governed by local copyright law. No one shall copy or reproduce the above said without consent and permission from the Company.

7-7 From the day which Distributorship is terminated, suspended or disqualified, Distributors are no longer allowed to use Decho Bio related information such as name, trademark, Company letterhead, form, advertisement, marketing collateral and others.

### **(8) Marketing Plan**

8-1 Distributors are encouraged to invite others to attend entrepreneurship seminars / introduction to Decho Bio's products; however, these need to be conducted in accordance with relevant standards and guidelines, moreover Distributors need to explicitly state that this is merely an entrepreneurial opportunities, and not to mislead or deceive others unethically:

8-1-1 Give a wrong impression to people that this is an employment opportunity;

8-1-2 Commit that there will be specific income or guaranteed bonus;

8-1-3 Exaggerate statements on profit or tax benefit;

8-2 Distributors shall correctly explain the business opportunities with Decho Bio, also the legal relationship, rights, and duties between Decho Bio and Distributors; during entrepreneurship seminars / introduction to Decho Bio products.

8-3 On top of the above clauses 8-1 & 8-2, Distributors are required to comply with other provisions as stated below:

8-3-1 In accordance with the contents of Decho Bio's Marketing Plan;

8-3-2 Deliver the message that only by continuous effort promoting Decho Bio products to prospective customers, providing excellent after sale service to achieve good result and good bonus.

#### **(9) Payment of Bonuses & Incentives**

9-1 The determination of bonuses and incentives is at the sole discretion of Decho Bio.

9-2 Bonuses and incentive payments shall be paid directly to qualified Distributor's E-Wallet. An administration cost will be levied for every withdrawal.

9-3 Decho Bio reserves the right to deduct all or part of the Distributor's incentive for settlement of any outstanding amount the Distributor owes Decho Bio (as a Distributor or as a stockist).

9-4 Decho Bio reserves the full and absolute right, at any point of time, to withhold or suspend or terminate a Distributor's benefits including but not limited to bonuses, incentives, commissions, benefits, entitlements, etc., in the event:

9-4-1 A Distributor has been issued with a warning letter for violating any provisions of the Decho Bio Distributorship Rules and Regulations, Code of Ethics, Marketing Plan or any of its policies & procedures.

9-4-2 A Distributor who is currently in the process of due inquiry conducted by Decho Bio for allegedly violating any provisions of the Decho Bio Distributorship Rules and Regulations, Code of Ethics, Marketing Plan or any of its policies & procedures.

9-4-3 A Distributor who has been found liable by Decho Bio for violating any provisions of the Decho Bio Distributorship Rules and Regulations, Code of Ethics, Marketing Plan or any of its policies & procedures.

9-4-4 Pending the finalization of transfer of the distributorship to beneficiary; or

9-4-5 Any other causes / reasons deem necessary and fit by Decho Bio.

#### **(10) Termination & Suspension**

10-1 Decho Bio suspends (bonuses and incentives of the violating Distributor shall be withheld during the period of suspension, when investigation of the violation is being carried out) or terminates without notice and with immediate effect the Distributorship of any Decho Bio's Distributor for any non-compliance, breach and / or violation of any of the Rules & Regulations and / or Code of Ethics or for any reason whatsoever. If a Distributor is found to be in non-compliance, breach and / or violation of any of the Rules & Regulations and / or Code of Ethics or for any reason whatsoever, the Distributor shall not be entitled to any bonuses or incentives as the Company may in its sole discretion to decide.

10-2 In addition to Decho Bio's rights under Rules 9.3, Decho Bio further reserves the right to take any other course of action against any Distributor who has breached or violated any of the Rules & Regulations and / or Code of Ethics. Decho Bio shall not be liable for any amount whatsoever as a result of suspension or termination of the Distributorship.

10-3 A Distributor shall keep confidential any confidential information that it may acquire in relation to Decho Bio and / or the distribution of Decho Bio's products and / or in relation to the clients, business or affairs of Decho Bio and shall not use or disclose such information except with the consent of Decho Bio. This obligation of confidentiality shall survive any termination of this Agreement.

## **(11) General**

11-1 Distributors should not engage in the following acts once the Decho Bio Distributorship Application has been signed/accepted:

11-1-1 Include or intentionally induce other Distributors, customers or employees of Decho Bio to engage in competitors / other networking business;

11-1-2 Prohibit luring of Company's employees, Distributors, customers, developers or suppliers to other employment opportunities; be it of individual intention or on behalf of other individuals, partnerships, associations, or other entities;

11-2 Distributor must comply with the Business Policies and Procedures, at the same time they need to abide by the relevant local laws, rules and regulations:

11-2-1 Deceptive or misleading promotional methods to sell products or to introduce other to join as a Distributor are prohibited;

11-2-2 Must not conduct marketing activities in a manner that has conflict with the public order or tradition;

11-2-3 Should not engage in marketing activities that violate the Act of Business Law and Direct Sales Act 1993. Any violation of the above acts will result in termination or suspension of Distributorship.

11-3 Decho Bio shall be entitled at any time at its sole discretion to amend, alter, add or delete any of the Rules & Regulations, Code of Ethics, Marketing Plan, policies & procedures without giving any prior notice to the Distributors and all Distributors shall be bound by such amendments. Distributors shall comply with these changes / all amendments made by the Company from time to time.

11-4 Waiver – The failure of Decho Bio to exercise any right hereunder shall not be deemed to be a waiver of such right. Any waiver made in writing in respect of any breach of a provision hereof shall be valid but shall not be construed to be a waiver of any succeeding breach of such a provision or any other provision or a waiver of the provision itself.

11-5 Severance - The invalidity or unenforceability of any provision of these Rules & Regulations shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

11-6 Language - For official interpretation purposes, the English language version will be used.

11-7 Governing Law - Governing Law and Jurisdiction of these Rules & Regulations shall be governed by and construed and interpreted in accordance with the laws of Malaysia.

## **12. Contacts**

Decho Bio International Sdn Bhd (1285820-K) (AJL932259)

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