

# POLICIES AND PROCEDURES

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## SECTION 1 – INTRODUCTION

From this point forward Totalife (M) Sdn Bhd and Totalife (S) Pte Ltd will be referred to as “Totalife ” while Totalife independent distributors will be referred to as “distributors”.

These Policies and Procedures govern the way in which a distributor conducts business with Totalife. These Policies and Procedures along with the Totalife Distributor Application and Agreement (the “Distributorship Agreement”) and the Marketing Plan (collectively referred herein as the “Agreement”), such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between Totalife distributors and Totalife. Failure to comply with the provisions of any of these documents may result in the termination of the Distributor Agreement.

Should any portion of the Agreement, or any instrument published by Totalife be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

### 1.1 Distributor Code of Conduct

- I will be honest and fair in my dealing as a distributor of Totalife.
- I will perform my business in a manner that will enhance my reputation and the positive reputation established by Totalife .
- I will be courteous and respectful of every person I contact in the course of my Totalife independent activities.
- I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the distributors in my organization.
- I will not misrepresent Totalife products or the Marketing Plan.
- I will not sponsor or attempt to sponsor any Totalife distributor directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- I will remember that even my personal experience and the benefits received from Totalife products, services or programs, may be interpreted as unauthorized “extension of labeling claims”.
- I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a distributor and will discharge all debts and duties as required of a distributor.

### 1.2 Independent Contractor Status

A distributor will not be treated as an employee for government tax purposes. All distributors are independent contractors engaged in their own separate business pursuits. Distributors are not considered purchasers of a franchise, nor does the Agreement between Totalife and its distributors create an employee/employer relationship, agency, partnership or joint venture. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that their relationship is any other than as above outlined. Each distributor shall hold Totalife harmless from any claims, damages or liabilities arising out of such distributor’s business practices. Distributors have no authority to bind Totalife to any obligation. Each distributor is encouraged to set up his/her own hours and to determine his/her methods of sales and promotions, as long as he/she complies with the terms of the Agreement.

### **1.3 Business Conduct**

Each Distributor will perform all of his/her business activities in a professional and ethical manner, which will enhance the distributor's reputation and the positive reputation of Totalife. Distributors will not engage in any conduct that could negatively reflect on Totalife or any other distributor's image. Distributors will be courteous and respectful with every person contacted, including employees and executives of the corporate office of Totalife, and will conduct their business in a way as to respect the products and professionalism of Totalife and its other distributors. A distributor will under no circumstances disparage or infringe upon the Totalife name or reputation in connection with the marketing of Totalife products or misappropriate any confidential or proprietary information or trade secrets (including distributor names and address lists) of Totalife for use by the distributor or others.

Distributors are not allowed to mislead anyone that benefits other than those stipulated in the marketing plan are available, or to indicate that there is an obligation to purchase Totalife products. There cannot be any misleading or ambiguous representation of prices, quality, grade or product claims and benefits in selling Totalife products other than those set out on product labels or in the official company literature. The distributor who misleads or misrepresents to others shall indemnify and keep indemnified Totalife in respect of any claims loss costs and/or damages arising for such misrepresentation. Distributors are not authorized to make any offer of settlement or bind Totalife in connection with claims arising from the use or misuse of Totalife products other than in accordance with the terms of the Totalife Customer Satisfaction Guarantee. Distributors are not allowed to participate in any business bodies or commercial activities that are banned or deemed unlawful by the Government. In presenting the Totalife marketing plan, a distributor should not mislead the public or anyone that it is an employment opportunity, social activity, marketing survey or taxation preview and/ or it is NOT a Totalife marketing plan presentation. Distributors must abide by the rule of 75% sold out before making any further purchases from Totalife.

### **1.4 Confidentiality Agreement**

Distributors may gain access to confidential information of Totalife. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to a distributor, customer lists, manufacturer information, commission or sales reports, product formulas, and other financial and business information of Totalife. All such information (whether in electronic, oral or written form) is proprietary to and owned by Totalife, and is transmitted or available to distributor in strict confidence. Each distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with Totalife or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the Totalife program in accordance with the Agreement. Distributor and Totalife agree that without this agreement of confidentiality and non-disclosure, Totalife would not provide the information or make it accessible to distributor. This provision shall survive the termination or expiration of the Distributor Agreement.

All genealogy and downline reports provided to a Distributor are proprietary to and owned by Totalife. Each Distributor acknowledges that the reports may contain information concerning the Distributor, including, but not limited to, the Distributor's name, address, phone number, products purchased and sold and earnings. The Distributor, by executing the Agreement, consents to the use and dissemination by Totalife of the reports and information therein and any other information concerning a Distributor collected by Totalife in connection with Totalife's business, including to enforce the terms of and its rights under the Agreement and to comply with applicable laws. A Distributor may not use the reports in any manner or for any purpose except in connection with Distributor's business.

## **SECTION 2 – BECOMING A TOTALIFE INDEPENDENT DISTRIBUTOR**

### **2.1 Distributor Enrollment**

An applicant may mail the Totalife Official Distributor Application, along with business kit payment, to Totalife's corporate offices and enroll on the replicated website of his or her sponsor.

Totalife reserves the right to approve or reject the application. The applicant and his upline will be informed in writing of the decision of Totalife Global within ten (10) working days after receipt of the application.

Totalife distributorship is for your lifetime while your networking / sponsoring is limited to a period of 12 months only from the time of our acceptance of the distributorship.

### **2.2 Distributor Rights**

All Totalife distributors are authorized to sell Totalife products and to participate in the Totalife Marketing Plan. All Totalife distributors may sponsor new distributors.

### **2.3 Legal Age**

A distributor must be of legal age in his or her country or state of residence to be a Totalife distributor.

### **2.4 Married Couples**

Each participant or legal entity is limited to (1) one distributorship. Husbands, wives or common-law couples (collectively "spouses") who wish to become a Totalife distributor must enroll as one (1) Totalife entity and may not be associated, directly or indirectly, with distributor positions in other distributor organizations. The action of one spouse will be attributed to both spouses and, therefore, the distributor position. If two distributors, before they become DO, do get married to each other, then one of them must resign and hold only a single distributorship. With the exception where either one of them fulfils the qualification of DO or ranks above that of DO, both of them can continue with their line of distributorship.

### **2.5 Corporations, Partnerships and Trusts.**

Corporations, limited liability companies, partnerships and/or trusts may become distributors ONLY when the completed Distributor Agreement is accompanied by copies of the articles of incorporation, articles of organization, partnership agreement, or trust document or other charter or organizational document as filed with the state (where applicable). The managing director of the company and their spouses may not apply for another distributorship as separate individuals.

To ensure compliance with the Distributor Agreement, distributors must disclose a complete list of all directors, officers and shareholders involved in the corporation. Limited liability companies must disclose a complete list of all distributors, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. This information may be faxed or emailed to Totalife and must be updated by the distributor. Relevant official documents issued by related authority departments must be provided as proof. If any shareholder, partner, distributor or manager of a distributor is itself an entity, then the information required above for the distributor shall also be required for such shareholder, partner, distributor or manager.

Shareholders, distributors, partners, employees, agents, beneficiaries, trustees and those who promote the legal entity, as applicable, agree to remain personally liable to Totalife and bound by the Agreement. In any distributor position involving the efforts of more than one individual, whether as a corporation, partnership, limited liability company or trust, the actions of one participant shall reflect on the distributorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the distributorship as a whole will be considered to be in violation.

## **2.6 Fictitious and/or Assumed Names**

A person or entity may not apply for a distributorship using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the distributorship. No one may enter a National Identity Card Number that was not assigned to the primary individual or entity on the distributorship.

## **2.7 Taxation**

As independent distributors, distributors will not be treated as employees, franchisees, joint venturers, partners, or agents. Distributors are responsible for the payment of all income, self-employment and other taxes relating to their business and earnings. At the end of each calendar year, Totalife will issue an CP58 Form (Statement of Monetary and Non-Monetary Incentive Payment to an Agent, Dealer or Distributor Pursuant to Section 83A of the INCOME TAX ACT 1967) for non-employee compensation for distributors as required by law.

# **SECTION 3 – LEGAL COMPLIANCE**

## **3.1 Legal Compliance**

All Totalife distributors shall comply with all federal and state statutes, regulations and local ordinances and regulations concerning the operation of their business. All distributors are responsible for their own managerial decisions and expenditures. Since distributors are not Totalife employees, Totalife will not be responsible for payment or co-payment of any employee benefits.

## **3.2 No Exclusive Territories**

There are no exclusive territories for recruiting purposes nor shall any distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on distributor sponsoring except in those foreign countries that have not officially been opened by Totalife.

## **3.3 Medical Treatment, Approval and Therapy**

A Totalife distributor must understand that he/she may not say, directly or indirectly, that any Totalife product is FDA, MOH, HSA or other governmental agency approved, if it is not expressly authorized in writing by Totalife or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption, use or application of the product. Distributor must understand that Totalife products are not offered, intended or considered as medicinal treatment of any

disorder or disease, either mental or physical. Totalife distributors may make no claims regarding Totalife products except as expressly authorized in writing by Totalife.

### **3.4 Personal Information**

Personal information such as the distributor ID number, a distributor's address, telephone number, and etc. will be treated as confidential and will not be used except in connection with Totalife's business, unless required by law. In the event of an emergency, the inquiring party may contact Totalife Customer Service Department, who will advise the distributor that someone is attempting to contact him/her.

### **3.5 Non-Solicitation**

During the term hereof and for a period of twelve (12) months after the termination or expiration of the Distributor Agreement, for any reason whatsoever, a distributor shall not on his/her own behalf, or on behalf of any other person or other entity, hire, solicit or enroll any employee, distributor, customer (including preferred customers), manufacturer, or supplier of Totalife or any of its affiliates, or in any manner attempt to influence or induce any employee, distributor, customer, manufacturer or supplier of Totalife or any of its affiliates, to alter or terminate their employment or business relationship with Totalife or its affiliates or to join another network marketing company. No distributor shall use or disclose to any person any information of Totalife obtained while the Distributor Agreement was in effect, including names and addresses of Totalife's or any affiliates' employees or distributors. It is agreed that this provision shall survive the termination or expiration of the Distributor Agreement. Solicitation includes, but is not limited to, (i) producing or offering any promotional materials for another network marketing company which is used to solicit Totalife distributors to such company; (ii) promoting or selling products which compete with Totalife products to Totalife customers or distributors; (iii) introducing or presenting, directly or indirectly, another network marketing company business to any Totalife distributor; or (iv) offering any other company's products or business opportunity at any Totalife meeting or event.

### **3.6 Non-Competition**

Each distributor agrees not to compete with the protectable business interests of Totalife by selling or promoting other products or opportunities (except as detailed under Section 3.11) during the term of the Distributor Agreement. Distributor acknowledges and recognizes these restrictions are necessary for Totalife to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for Totalife to protect such interests.

### **3.7 Vendor Confidentiality**

Totalife business relationships with its vendors, manufacturers and suppliers are confidential. A distributor shall not contact, directly or indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a Totalife sponsored event which the representative is present at the request of Totalife.

### **3.8 Endorsements**

No endorsements by any third parties may be alleged, except as expressly communicated in Totalife literature and communications. A Totalife distributor may not state, directly or indirectly, that any Totalife product is approved by the FDA, MOH, HSA or other governmental agency or may make any claim regarding its products not expressly authorized in writing by Totalife.

### **3.9 Liability**

Violation of any provision of the Agreement may be grounds for suspension and/or termination of that individual's distributorship. The violator also may be subject to civil or criminal liability resulting from violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of Totalife, or state or federal law. Additionally, Totalife may offset payment to any Totalife distributor to offset any damages suffered by Totalife as the result of a distributor's violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of Totalife, or state or federal law.

### **3.10 Other Services and Products**

Distributors are not restricted from selling the services and products of other companies during the term of the Agreement. However, direct or indirect promotion of those products and services to Totalife distributors is limited to those personally sponsored by a distributor.

### **3.11 Crossline Recruiting**

Recruiting others, directly or indirectly, whether through written, spoke or implied means, from one (1) Totalife distributor organization to another is strictly prohibited.

## **SECTION 4 – SPONSORING & TRAINING AND TERMS OF TERMINATION**

### **4.1 Sponsoring**

Totalife distributors are entitled to sponsor other individuals into their organization in Malaysia, its territories and other countries officially opened by Totalife. Distributors are compensated only for the generation of sales of product and services and not for sponsoring new distributors into the program.

### **4.2 Sale/Transfer of Distributorship**

Distributor who intends to sell / transfer his/her distributorship shall obtain written consent and approval from Totalife. The distributorship must only be transferred to any distributor ranked similar or higher than the transferor. All bonuses shall be transferred and be payable to the transferee upon completion of the transfer. However, incentive awards and ranks achieved are not transferable.

Distributor who changes sponsor, his original line of sponsorship shall be returned to the original upline. Transfer of the whole organisation is not permitted



Distributors are not allowed to merge distributorship with others unless they meet at least one of the following conditions:

- i) One of the distributorship is surrendered
- ii) One of the distributors has deceased
- iii) Due to unforeseen circumstances

In any event, the distributor's application to merge is subject to Totalife's approval. When a distributor resigns or intends to rejoin as a distributor, he can only do so after the lapse of at least 6 months of the resignation.

### **4.3 Multiple Applications**

If one applicant submits multiple Official Distributor Agreement forms listing different sponsors, only the first completed form to be received by Totalife will be accepted. Totalife reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

### **4.4 Placement Changes/Corrections**

One placement change or correction of sponsors may be requested within a period of three (3) days from the date of enrollment and must within the same PV month. Such adjustments require written permission from both the sponsor and the applicant and shall be directed to the Customer Service Department of Totalife. There will be no fee for the first change requested within the initial three (3) day period.

After the initial three (3) day term, requests for placement change or correction of sponsorship will be reviewed by Totalife and may be approved by Totalife in its sole discretion, with additional conditions and restrictions as may be required by Totalife. Such adjustments require written permission from the sponsor and all upline Distributors that are adversely affected with network bonuses. All requests for change shall be submitted to the Customer Service Department of Totalife.

In the event a placement change or sponsorship change is approved under this paragraph, the Distributor shall pay a change fee of \$25.00 USD to Totalife.

### **4.5 Sponsor Corrections**

Distributor who changes sponsor, his original line of sponsorship shall be returned to the original upline. Transfer of the whole organisation is not permitted.” However, sponsor corrections can be made if the error is reported to Totalife within three (3) days of enrollment. Sponsor corrections must be requested from the current (original) sponsor, stating the reason that the correction needs to be made.

### **4.6 Acquisition of Business**

A distributor desiring to acquire another distributor’s business must first terminate his/her distributor status and wait a period of six (6) months from the date of the resignation notice, before becoming eligible for such purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to Totalife and is subject to Totalife’s approval.

## **4.7 Training Requirement**

Distributors are required to assure the adequate training of distributors they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Marketing Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with distributors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

## **4.8 Reactive and Rejoin**

Distributor desire to maintain the network of sponsorship, must be an active distributor, i.e. you must purchase Totalife's products before the end of the period of 12 months. In case you are an inactive distributor i.e. you did not purchase any product from the company within the period of 12 months, you may elect to :

- i) Re-Active existing distributor account with purchase at least 50PV in a single cash bill; or
- ii) Fill out Official Distributor Agreement form with the payment of the requisite fee and choose to join any existing distributor as a downline and he / she shall consider as a new join distributor.

A distributor who chooses to comply with condition 4.9 (i) but has not reached the status of GDO can enjoy the benefits that are available to them by Totalife. Distributors who have reached the rank of DO and above that of a GDO will be entitled to enjoy GDO's privileges and the distributor's network of sponsorship will be considered as a sideline, owned by an upline who is qualified as a GDO.

Distributor who has been terminated by Totalife, any rejoin applications are subject to Totalife's approval

## **4.9 Resignation**

Any distributor may voluntarily resign his/her distributor status by failing to active their distributor account within 12 months or by sending written notice to the Totalife Customer Service Department. Resignation is effective upon receipt of such notice. A distributor who fails to active or resigns his/her distributorship intends to rejoin as a distributor, the lapse shall be at least 6 months of the inactivation / resignation.

## **4.10 Suspension**

Totalife reserves the right to suspend any distributor position at any time for cause when it is deemed that the distributor may have violated the provisions of the Distributor Agreement, as they might be amended from time to time, or the provisions of the applicable laws and standards of fair dealing. Totalife shall make such involuntary suspension at its discretion pending the investigation of possible Policy violation. Totalife will notify the distributor by postal delivery and/or email sent to the latest address listed with Totalife for the distributor. In the event of a suspension, a distributor agrees to immediately cease representing himself/herself as a distributor with Totalife.

During the investigation period of the suspension, any commissions, overrides or bonuses, which may be due, if any, will be held in abeyance by Totalife pending resolution. Should the infraction be deemed unsubstantiated by Totalife, the suspension shall be lifted and any commissions, overrides or bonuses will be credited to the distributorship. During the applicable suspension period, Totalife shall have the right to prohibit the suspended distributor from purchasing products and services. However, the suspended distributor does not have the right to represent

himself/herself as a distributor or promote his/her distributor business or the products during the applicable suspension period.

#### **4.11 Termination**

A distributor may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the distributor and delivered either through postal or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the distributor in accordance with the appeal procedure set forth below.

Immediately upon termination, the terminated distributor:

- 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 Totalife product, plan or program;
- b) Must cease representing himself or herself as a distributor of Totalife;
- c) Loses all rights to his/her distributorship and position in the Marketing Plan and to all future commissions and earnings resulting there from; and
- d) Must take all action reasonably required by Totalife relating to its materials and protection of its confidential information and intellectual property.
- e) Upon termination of a distributorship for any reason pursuant to this clause, action, losses and demands against Totalife as a result of the termination.

Totalife has the right to offset any amounts owed by a distributor to Totalife.

#### **4.12 Appeal**

A terminated distributor may appeal the action by submitting a letter to the Customer Service Department of Totalife stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances) Totalife must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification. If Totalife has not received the letter of appeal by the deadline date, the involuntary termination shall automatically become final.

If a distributor files a timely appeal, Totalife will, at its sole discretion, review and notify the distributor of its decision. The decision of Totalife shall be final and will not be subject to further review.

In the event that an appeal is denied, the termination shall remain in effect as of the date of Totalife's original notice.

#### **4.13 Cumulative Remedies**

All rights, powers and remedies given to Totalife are cumulative, not exclusive and in addition to any and all other rights provided by law. Upon a breach of the Agreement by a distributor, in addition to suspension and/or termination, Totalife shall have the right to impose fines as established by Totalife from time to time and/or to pursue all legal and equitable remedies to enforce its rights under the Agreement as set forth in Section 11.6. Totalife will have the right to offset against commissions owed to a distributor for any amounts owed to Totalife by such distributor.

## **SECTION 5 – SUCCESSION, DIVORCE OR DISSOLUTION**

### **5.1 Succession**

Notwithstanding any other provisions of this section, upon the death of a distributor, the distributor entity shall pass to his/her successor in interest as provided by law. However, Totalife will not recognize such transfer until the successor in interest has submitted a completed Sales/Transfer form to Totalife, together with certified copies of the death certificate and will, trust or other instrument, and executed a Distributor Agreement. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other distributor. In addition, the successor-in-interest must be of legal age in his/her country of residence.

### **5.2 Divorce or Dissolution**

During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s) and with Totalife, operate the Totalife business, agreeing to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the Totalife business jointly on a business-as-usual basis, whereby all compensation paid by Totalife will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstance will Totalife split commissions and bonus checks between divorcing spouses or distributors of dissolving entities. Totalife will recognize only one (1) downline organization and will issue only one (1) bonus check per Totalife business per bonus cycle. Bonus checks shall always be issued to the same individual or entity. In the event that parties of a divorce or a dissolution proceeding are unable to resolve a dispute over the disposition of bonuses and ownership of the business, the Distributor Agreement shall be involuntarily cancelled.

## **SECTION 6 – TRADEMARK, LITERATURE AND ADVERTISING**

### **6.1 Trademark**

The name of Totalife and the name of all the Totalife products, services and programs are the trademarks of and are owned by Totalife. Only Totalife is authorized to produce and market products and literature under these trademarks. This includes, but is not limited to, slides, overheads, brochures, videos, domain addresses, and training and/or marketing materials and all promotional material, such as, but not limited to, t-shirts, caps, pins, magnetic signs, etc. Use of the Totalife name on any item not produced or authorized by Totalife is prohibited.

Distributor acknowledges that any right to use Totalife's trademarks and copyrighted materials is non-exclusive and that Totalife has the right and sole discretion to grant others the right to use such trademarks and copyrighted materials. Distributor expressly recognizes that any and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from distributor's use) inures directly and exclusively to the benefit of Totalife and is the property of Totalife and that, on expiration or termination of the Distributor Agreement, no monetary amount shall be attributable to any goodwill associated with distributor's use of the trademarks or copyrighted materials.

Distributors are liable to Totalife for any damages arising out of their misuse of Totalife's trade names, trademarks, service marks, copyrights and other intellectual property rights, in any form, except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by Totalife.

## **6.2 Yellow and White Page Listings**

Distributors are not permitted to use the Totalife trade name in advertising their telephone number and fax number in the white or yellow page section of the telephone directory or on the Internet without identifying themselves as independent distributors or independent contractors.

## **6.3 “Toll Free” Telephone Number Listings**

Totalife distributors are not permitted to list their “toll free” telephone numbers under the Totalife trade name without submitting a request for approval from the Customer Service Department of Totalife. If approval is granted, it must be stated in the following manner:

Peter Pan

Independent Totalife Distributor

No other variation may be used to describe the distributor’s association with Totalife.

## **6.4 Imprinted Checks**

Totalife distributors are not permitted to use the Totalife trade name or any of its trademarks on their business or personal checking accounts.

## **6.5 Imprinted Business Cards or Letterheads**

Totalife independent distributors are not permitted to create their own business cards or letterhead with the use of the Totalife name or trademark without written approval from Totalife.

## **6.6 Totalife Literature**

Only official Totalife literature may be used in presenting Totalife products and/or the Totalife Marketing Plan and business. Totalife literature may not be duplicated or reprinted without prior written permission from Totalife, which may be obtained through email communication, mail or fax directed to the Customer Service Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by Totalife. Items on the corporate website and the replicating website may be downloaded for promotional purposes.

## **6.7 Advertising**

Only Totalife approved materials may be used in the placement of any advertising in any print, radio, television, internet, electronic or other media. No person shall use the Totalife name, logos, trademarks or copyrighted material in any advertising produced by Totalife without express written permission from the Customer Service Department of Totalife. For approval mail, fax or email a copy of the proposed advertising material to the Totalife Compliance Department. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Distributors should allow forty-eight (48) hours from receipt for processing.

## **6.8 Internet and Website Policy**

A Totalife distributor may promote his/her distributor business through Totalife's replicating website program only. The website links seamlessly and directly to the official Totalife website, giving the distributor a professional and Totalife - approved presence on the Internet. No distributor may independently design a website that uses the names, logos, or product descriptions of Totalife or otherwise promote (directly or indirectly) Totalife products or the Marketing Plan. Distributors may not use the trademarks of Totalife or any derivative or abbreviation thereof as a domain name or email address. Distributors may not advertise or promote their distributor business or Totalife's business, products or marketing plan or use Totalife's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of Totalife, which approval may be withheld in its sole discretion. If written approval is given, distributors must abide by the guidelines set forth by Totalife, including, but not limited to, the following: (a) distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor distributors; (b) distributors operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used; (c) distributors sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, distributors shall refrain from sharing such information; (d) distributors shall provide individual consumers the option to terminate any further communication between the distributor and the consumer and if any consumer requests that a distributor cease communication, the distributor shall immediately stop communicating upon such request; (e) distributors must abide by all laws and regulations regarding electronic communications; (f) distributors may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; (g) distributors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and (h) distributors may not, directly or indirectly, send bulk, unsolicited e-mails to persons with whom they have no prior or existing personal or business relationship.

## **6.9 Domain Names**

Distributors may not use or attempt to register any Totalife trade names, trademarks, service marks, product names, Totalife name or any derivative thereof, for any Internet domain name.

## **6.10 Email and Newsgroup Marketing**

Distributor emailing, or employing the services to email, unsolicited and unapproved email flyers are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional materials supplied directly by Totalife. "Spamming", as well as telephoning or faxing, without compliance with various laws is strictly prohibited. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Distributors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, or chain letters. Users of Totalife website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website.

## **6.11 Internet Sites**

Distributors may not market, promote or sell Totalife's marketing plan, products or services or the Totalife business on any e-commerce, auction, classified ad or social networking Internet site. This prohibition includes, but is not limited to, Internet sites that have their content based on user participation and user-generated content, forums, message boards, blogs and podcasts such as eBay, Facebook, MySpace, Craig's List, Twitter, YouTube, Wikipedia or Flickr. Totalife products, marketing plan and business may be marketed and sold on the Internet only through Totalife websites and not through distributor or third party websites of any kind. The use of Totalife's trademarks, service marks or copyrights is explicitly prohibited on the Internet in the selling of Totalife products (except on company websites).

## **6.12 Income Claims**

Distributors may not display, in any manner for recruiting purposes or any other reasons, bonus checks or make specific income claims or representations.

Distributors must truthfully and fairly describe the Marketing Plan. No past, potential or actual income claims may be made to prospective Distributors, nor may Distributors use their own incomes as indications of the success assured to others. Income claims include statements of average or non-average earnings, statements of earning ranges, income testimonials, lifestyle claims and hypothetical claims. Bonus checks may not be used as marketing materials. Distributors may not guarantee bonuses or estimate expenses to prospects. Any earnings information or statements regarding income in the Marketing Plan are solely to explain the Marketing Plan and are not representations or guarantees of any earnings or income. Totalife does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including a Distributor's individual efforts, business experience and skills. Totalife makes no warranty or representation as to the level of success, if any, Distributors may achieve by selling any product or in soliciting Distributors or retail customers.

## **6.13 Trade Shows/Auction Sites**

With prior written authorization from Totalife, distributors may display Totalife products and the opportunity at trade shows. Requests for participation in trade shows must be received in writing by Totalife at least two (2) weeks prior to the event. Totalife products and the Totalife business are the only products and opportunity that may be offered, directly or indirectly, at the trade show booth or table. Only Totalife approved marketing materials may be displayed or distributed.

Distributors may not market or sell Totalife products or services or promote the Totalife marketing plan or business via live, silent or any other type of auction, including without limitation, on the Internet, even if offered at the distributor-suggested retail price.

## **6.14 Re-Packaging Prohibited**

The repackaging of Totalife products for resale or for any reason whatsoever is prohibited.

## **6.15 Recordings**

Distributors shall not produce or reproduce Totalife produced audio or video materials detailing the Totalife opportunity or products. Distributors shall not audiotape in any manner any Totalife function.

## **6.16 Telephone Answering**

Distributors may not answer the telephone or create recordings saying “Totalife” or anything similar that could lead the caller to believe that he or she has reached the Corporate Office of Totalife.

## **6.17 Media Interviews**

Distributors are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize Totalife, its products or their Totalife businesses, without the express prior written approval of Totalife. All media inquiries should be referred to Totalife’s corporate office.

## **6.18 Third Party Materials**

Distributors may not sell any training, sales or leadership products, materials, systems or programs (collectively “Third Party Products”) to Totalife distributors, whether or not such Third Party Products are produced by the distributor or another person or entity or contain any trademarks, service marks or copyrights of Totalife. If any distributor desires to use (not sell) any Third Party Materials in his or her Totalife business, he or she must obtain the written consent of Totalife prior to use.

# **SECTION 7 – PAYMENT OF BONUSES AND OVERRIDES**

## **7.1 Distributor Agreement**

Bonuses and overrides cannot be paid until a completed Totalife Distributor Agreement has been received and accepted by Totalife. Bonuses are paid ONLY on the sales of Totalife products. No bonuses are paid on the purchases of any sales material, sales aids or the recruitment of distributors.

# **SECTION 8 – PURCHASE AND SALE OF PRODUCTS**

## **8.1 Sales Presentations**

At sales presentations, distributors shall truthfully identify themselves, the Totalife products, and the purpose of their business to prospective customers. Distributors may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be accurate and complete, including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Distributors must immediately discontinue a demonstration or sales presentation upon the request of the consumer. Distributors shall not directly or by implication denigrate any other company or product. Distributors shall refrain from using comparisons that are likely to mislead and that are incompatible to the 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 abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer’s age, illness, lack of understanding or lack of language expertise.



## **8.2 Stockpiling Prohibited**

The success of Totalife depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. Totalife recognizes that distributors may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new distributors as they are sponsored. However, Totalife strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Marketing Plan.

## **8.3 Shipping Address**

Totalife will only accept full addresses for shipping purposes. Orders will be shipped via courier service or as determined by Totalife so that they may be tracked and, if necessary, replaced in a timely manner. Post box is not accepted for any shipping.

## **8.4 Direct Purchases**

A Totalife distributor should purchase product needs directly from Totalife. In the event that a distributor obtains product from his/her sponsor or upline distributor's personal inventory, the bonuses associated with the purchase will be attributed to the sponsor or upline distributor who purchased the product.

## **8.5 Credit Card Purchases**

Credit card purchases may only be made by the individual whose name and address is on the credit card. Any distributor who uses another individual's credit card to pay for purchases should submit a credit card authorization form to Totalife with the order prior to placing the order. Totalife considers unauthorized credit card use as fraudulent and will report such actions to the proper authorities for settlement.

## **8.6 Bonus Adjustments**

Any upline distributor affected by returned products to Totalife will accordingly be subject to adjustment in his/her bonus, overrides and bonus accounts, personal volume, etc. based upon all bonuses and bonuses paid on the returned products.

## **8.7 Shipping Costs**

It is the ordering distributor's sole responsibility to indicate (a) method and means of shipping and (b) destination address. The methods available are stated on each order form and on the Totalife website along with prepaid costs for shipping. Shipping costs will be automatically calculated.

Should the receiving party of an order shipped from Totalife refuse delivery and the shipment is returned to Totalife, the ordering distributor's status will be made "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the distributor's account.

Distributors importing Totalife products for Personal Use under the Not For Resale (NFR) program are responsible for any additional shipping costs that may be imposed by their country of residence, which may include duties, taxes, processing and/or handling fees.

## **8.8 Returned Packages**

In the event that a package is returned due to a distributor's error or if the package was not picked up in a timely manner and returned, Totalife will charge the distributor a re-shipping fee.

## **8.9 Special Orders**

Totalife will not "hold" orders or delay shipment of products that have been processed. Once payment has been received, all orders must be released for shipping.

## **8.10 Consignment**

In order to protect the Totalife business and the integrity of Totalife, Totalife products may not be delivered to a Totalife distributor or another party on consignment. Only authorized Totalife Centre may sell Totalife products.

## **8.11 Damaged Shipments**

1. Accept delivery.
2. Before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged, while also including photographic evidence of such.
3. Save the damaged product and box(es) for inspection by the shipping agent.
4. Make an appointment with the shipping company to have the damaged goods inspected.
5. File a claim with the shipping company.
6. Notify the Customer Service Department of Totalife.

## **8.12 Short Shipments**

Totalife takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Distributors must report any damages within five (2) working days following receipt of shipment. Once notified and verified, Totalife will ship missing items to the address on the original order.

## **8.13 Good & Service Tax**

For purchases made from Totalife, Totalife collects and remits applicable government taxes, which may be due on the suggested retail price of those products and/or materials. The applicable rate of tax due is based upon the address to which the product and/or sales materials are to be delivered.

Exemption from payment of Good & Service tax is applicable to orders that are shipped to a state in which a valid Good & Service tax exemption of a distributor is on file with and accepted by Totalife. Applicable Good & Service taxes will be charged on orders which are drop-shipped to another state. Tax exemptions are not retroactive.

## **SECTION 9 – SALES AND PRICING**

### **9.1 Price Changes**

All Totalife products and literature prices are subject to change without prior notice.

### **9.2 Suggested Retail Pricing**

Totalife provides a suggested retail price as a guideline. Totalife distributors may sell Totalife products at whatever price they and their customers agree; however, a distributor is not permitted to advertise any price below the Totalife-suggested retail price. This includes, but is not limited to, “free” products or any other special pricing that would fall below the suggested retail price.

Totalife product may be offered along with the products of any other company regardless of whether that product is offered through network marketing or any other means.

### **9.3 Receipts: Retail Customers**

Totalife distributors will provide all retail customers of Totalife products with sales receipts.

### **9.4 Insufficient Funds**

It is the responsibility of each distributor to make certain that current credit card information is on file for EasyShip payments and that there are sufficient funds for the draft.

## **SECTION 10 - CUSTOMER SATISFACTION GUARANTEE AND REFUND POLICY**

### **10.1 Resignation and Product returns**

A Totalife distributor who decided to voluntarily leave the business may return unsold products to the company. The rule applies to the following situation:

A new distributor may terminate and leave the Totalife Distributorship within 14 days of cooling off period by written notice. Within 30 days, the company will accept a distributor's return of goods and refund based on the cost of products at the original time of purchase.

A distributor who decides to terminate his/ her Totalife Distributorship after the cooling off period shall write to Totalife and will be charged 10% of original PV within 30 days.

A deduction of 60% off PV of any performance bonus previously received, value of damage for product used or misused and less any shipping charges or costs thereof shall be made for the return of the unsold products.

### **10.2 Dissatisfied Products Returns**

Totalife distributor who is not satisfied with the products purchased may return the unopened products to Totalife

If the products are returned within 14 days of cooling off period, full payment refund or full product replacement will be imposed without any charge.

If the returned goods are purchased within the same month and bonus has not been calculated, handling fee of 10% of total products PV for the return goods and Personal PV for the month will be deducted.

If bonus has been calculated on the returned goods, 10% of the handling fee based on the products PV for the returned goods and deduction of 60% of the bonus paid out will be imposed.

All refunds are reimbursed by ewallet.

### **10.3 Product Replacement Procedures**

Distributors are entitled to apply for replacement of product under the following conditions :

- i) PV products are accepted but not literatures such as product material, forms, accessories, promotional items and sales aids (all without PV products) for refund goods will be deducted.
- ii) All outdated, expired or damaged during transportation may be submitted a request for free replacement, but for the same item only. The mailing charges or transportation charges are to be borne by distributor.
- iii) Return of goods are accepted with the original proof of purchase i.e. cash bill, receipt etc.
- iv) The company reserves the right to reject any replacement of goods if the distributor has not abide with the procedures or without any purchase proof.

### **10.4 Customer Satisfaction Guarantee**

All Totalife products are satisfaction guaranteed. If the customer decides the products not satisfactory, he or she may return it to the distributor from whom it was originally purchased for a refund. This however does not apply to products that have been intentionally damaged or misused.

Totalife network and distributors are dedicated to customers' satisfaction via a warm and caring service. Any Totalife product purchased within 14 days can be returned with good reason to the distributor from whom it was purchased while for online retail customer (non-distributor) may return the product direct to corporate office, to and flow shipping charges have to be borne by customer. However, this rule should not be misused for the purpose of returning unsold goods or stocks for refund.

Should a customer feel a product purchased from Totalife is unsatisfactory; customer shall fill up the Dissatisfied Product Claim Form which states the reason for goods return, together with the signature and details of the customer, and return the form to corporate office for further action.

All goods sold by distributors to customer should be accompanied by a Customer Receipt that indicates the product name, quantity, price, distributor name, address, telephone number and date of purchase.

If a customer desires to return goods directly to the company, the company will inform the distributor to handle the goods-return procedures. If the distributor refuses to comply, the company will handle the goods replacement service and the refund will be deducted from the bonus entitlement of the distributor. Totalife reserve absolute discretion to the right to terminate or forfeit any distributorship in the event this occurs.

## **SECTION 11 – GENERAL PROVISIONS**

### **11.1 Record Keeping**

Totalife encourages all of its distributors to maintain complete and accurate records of their business transactions. Totalife may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

### **11.2 Amendments**

Totalife, at its discretion, reserves the right to amend the Policies and Procedures as set forth therein, its distributor or suggested retail prices, product availability and formulations, and Marketing Plan, as it deems appropriate without prior notice. Such Policies and Procedures and Rewards Plan modifications, and all changes thereto, shall become a binding part of the Agreement upon publication on the official Totalife website. It is the distributor's responsibility to stay abreast of current and updated information, and Totalife is in no way liable for any distributor's lack of knowledge of the updated and current information. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If Totalife brochures, product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorized for use by Totalife distributors.

### **11.3 Non-Waiver Provisions**

No failure of Totalife to exercise any power under these Policies and Procedures or to insist on strict compliance by a distributor with any obligation to provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Totalife's right to demand exact compliance with these Policies and Procedures. Waiver by Totalife can be affected only in writing by an authorized officer of Totalife. Totalife's waiver of any particular default by a distributor shall not affect or impair Totalife's right or obligation of any other distributor, nor shall any delay or omission by Totalife to exercise any right arising from default affect or impair Totalife's right as to that or any subsequent default.

### **11.4 Reporting Policy Violations**

Distributors observing a policy violation by another distributor should submit a written report of the violation to the Customer Service Department of Totalife, either through fax, postal delivery or email. Such documents must bear the distributor's signature, Distributor ID and National Identity Card Number. Anonymous complaints will not be accepted under any condition. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be include in the report.

### **11.5 Arbitration**

All disputes and claims relating to Totalife Global, the Agreement, or its products, the rights and obligations of a distributor of Totalife Global, or any claims or causes of actions relating to the performance of either a distributor or any Totalife Global under the Agreement, and/or a distributor's purchase of product(s) shall be settled totally and finally by arbitration in Malaysia. The cost of arbitration shall be borne by the party whose claim(s) is/are upheld by the Arbitrator.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary or confidential information of Totalife, without Totalife's written consent. Totalife may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to Totalife. In addition to monetary damages, Totalife may obtain injunctive relief against a distributor in violation of the Agreement, and for any violation of misuse of Totalife's trademark, copyright or confidential information policies.

Nothing in this rule shall prevent Totalife from terminating the Distributor Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect Totalife's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

Nothing contained herein shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Rewards Plan, or the Distributor Agreement.

The existence of any claim or cause of action by a distributor against Totalife, whether predicated on the Distributor Agreement or otherwise, shall not constitute a defense to Totalife enforcement of the covenants and agreements contained in the Distributor Agreement.

## **11.6 Entire Agreement**

This Agreement (comprised of these Policies and Procedures, the Distributor Agreement, and the Marketing Plan, as may exist or hereafter be amended) constitutes the entire agreement of the parties regarding their relationship and the subject matter hereof and related hereto.

## **11.7 Severability**

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure that Totalife has prescribed is held to be invalid or unenforceable, Totalife shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A distributor shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

## **11.8 Limitation of Damages**

To the extent allowed by law, Totalife and its affiliates, officers, directors, employees and other distributors shall not be liable for and each distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claims whatsoever relating to Totalife's performance, non-performance, act of omission with respect to the business relationship or other matter between the distributor and Totalife whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the distributor shall not exceed and is hereby expressly limited to the amount of unsold Totalife product owned by the distributor, which was directly purchased thereby from Totalife, and any bonuses or bonuses due.

## **11.9 Indemnity Agreement**

Each and every distributor agrees to indemnify and hold harmless Totalife, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them,

directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the distributor's (a) activities as a distributor; (b) breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

#### **11.10 Force Majeure**

Totalife shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

#### **11.11 Governing Law**

The Agreement shall be governed by the laws of Malaysia.

#### **11.12 Authorization to Use Name and Likeness**

By executing the Agreement, each Distributor grants to Totalife and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Distributor's business with Totalife (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Distributor waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Distributor further releases Totalife from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Distributor may withdraw his or her authorization of any use of his or her Likeness that has not already been publicized by providing written notice to Totalife. Distributors agree that any information given by Distributor, including his or her testimonial, is true and accurate.

#### **11.13 Privacy**

Distributors must comply with all applicable privacy and data security laws, including security breach notification laws. Distributors must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a retail customer, prospective retail customer or other Distributors. Distributors must hold such information in strict confidence. Distributors are responsible for the secure handling and storage of all documents that may contain such private information. Distributors must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data. Distributors should retain documents containing such information for only as long as necessary to complete the transaction. Distributors should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the customer data and other confidential information in those records to make it unreadable, unreconstructible, and indecipherable through any means.

#### **11.14 Sales Forces of Other Companies**

Distributors may not target the sales force of another direct sales company to become Distributors or to sell the products of Totalife. Distributors may not encourage distributors of the sales force of another direct sales company to violate the terms of their contract with such company. Distributors bear the sole risk and sole liability for such activities, which activities are not endorsed or supported by Totalife.

#### **11.15 Survival**

Any provision of the Policies, which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets and confidential information covenants contained in the Policies.