

PM-国际亚太总部经销商条例 2025年3月

1. 经销商的法律地位

1.1. 经销商以自雇销售形式，通过经营FitLine产品来获取商业利润。

1.2. 经销商的产品经销活动包括直接以自身名义销售FitLine产品给终端顾客、向 PM 推荐终端消费者(客户直购计划)，以及作为推荐人向 PM 推荐新经销商。

1.3. 经销商经营PM业务时没有运营上的义务且可自由决定工作时间、工作地点以及业务数量的多寡。经销商必需承担所有与业务相关之费用。经销商作为经营者须遵守一切跟PM业务相关的规定和法律条款(公司注册、个人所得税、销售税、社会保险和竞争法等等)。

2. 经销商注册和注销

2.1. 注册成为经销商须提出完整申请。申请被PM接受之后，法律效用立即生效。成为经销商无须订购PM产品。PM在申请成功后会立即通知申请人。

2.2. 申请人可于注册成功后的30天内，通过书面方式取消经销商合约，而无需交代任何理由。经销商在退出之后，可归还所有以经销商身份购买的产品，PM公司将按照产品价值全额退款。

DISTRIBUTOR RULES OF PM-INTERNATIONAL Headquarters Asia Pacific Pte Ltd

1. LEGAL POSITION OF THE DISTRIBUTOR

1.1. A Distributor is a self-employed salesperson, who intends to earn income through the distribution of FitLine products.

1.2. A Distributors' distributary activities include selling FitLine products in their own name directly to end consumers, referring end consumers to PM (Customer Direct Program) and referring new Distributors to PM as a sponsor.

1.3. Distributors have no operational obligations and can freely decide when, where, how and how much they work. Distributors must bear all costs relating to their business themselves. Each Distributor is an independent contractor, and as such responsible for the fulfillment of all legal obligations resulting from the business (registering a company, income tax, sales tax, social insurance, competition law).

2. BEGINNING AND ENDING A DISTRIBUTORSHIP

2.1. A Distributorship begins with a completed application by the Distributor; it becomes a valid agreement as soon as the application has been accepted by PM. It is not necessary to order FitLine Products to become a Distributor. If the Distributor is accepted, PM will inform a Distributor of the acceptance of their application without delay.

2.2. Within 30 days of receiving notice of the acceptance of the application, a Distributor can withdraw their application by means of a written declaration to PM without stating any reasons. After the withdrawal of the application, all FitLine products purchased as a Distributor may be returned and PM will reimburse the full amount paid for them.

2.3. 经销商身份不受时间限制,任何一方均可在提前30天发出书面通知后随时终止本协议。任何一方有权在如下情形的情况下立即终止经销,另一方(i) 违反其在本经销关系项下的义务,且在得知该违约行为10天后仍没有予以纠正;或(ii)进入清算、破产、清盘或经历类似程序。如果经销商违反《经销商条例》第3.3、4.1、4.2、5.2或7.4条规定的义务,则构成终止的理由。

2.4. 经销商应定期检查和更新注册时所提供的个人资料,特别是姓名、地址、银行账户信息、电子邮件和电话。

2.5. 对于经销商身故的情况,只要经所有继承人同意且以书面形式提出转让请求,且继承者愿意接受现有版本的PM经销商条例,并经PM书面批准,经销商权益就可以转让给配偶、子女或父母。

3. 佣金的获取

3.1. 通过顾客直推方案介绍新的最终消费者,以及作为推荐人引荐、培训和支持新经销商,经销商将获得佣金,佣金金额视乎新的最终消费者或经销商购买的FitLine产品而定。对于这些最终消费者和经销商的后续订单,以及他们所推荐的下属部门的FitLine产品订单,佣金也将被支付。一旦订单付款完成,获得佣金的权利就随之产生。获取佣金的资格和金额可参考现时有效的PM营销计划;PM可以决定对营销计划进行修订,这些修订将适用于所有经销商。

3.2. PM每月支付奖金。只有在经销商事先以书面形式通知PM拥有申报销售税的权利,并提供其税号及负责的税务局时,才会支付含销售税的款项。否则,GST被认为包含在奖金中。声明将会在合作伙伴区域内提供,但如果经销商希望通过邮寄接收,则需支付10新元的行政费用,奖金的支付将最迟在下个月的20日之前进行。

2.3. A Distributorship is concluded for an indefinite time; it can be terminated at any time by either Party upon providing 30 days written notice in advance. Either Party shall be entitled to terminate the Distributorship with immediate effect in case the other Party (i) commits a breach of its obligations under this Distributorship without rectifying such breach within 10 days after becoming aware thereof; or (ii) goes into liquidation, comes under receivership, is wound up or undergoes similar proceedings. If a Distributor is in breach of its obligations under articles 3.3, 4.1, 4.2, 5.2 or 7.4 of the Distributor Rules, this shall constitute a cause for termination.

2.4. The Distributor shall regularly review and update the data provided in the application, especially name, address, bank account information, email and telephone.

2.5. In the case of death of the Distributor, the Distributorship can be transferred to a spouse, child, or parent if the transfer is requested in writing with the agreement of all heirs, the transferee accepts the PM Distributor Rules in the actual version and PM agrees in writing.

3. ENTITLEMENT TO BONUS

3.1. The Distributor will receive a bonus for FitLine products bought either by end consumers referred by Distributor to PM through the Customer Direct Program, or by a distributor who is introduced, trained and supported by Distributor as a sponsor. The bonus will also be paid for further orders by these end consumers and distributors as well as any other orders of FitLine products by distributors directly or indirectly sponsored by the Distributor. The right to a bonus arises once the products have been paid for. Requirements for, and the amounts of the bonus are determined in the PM Marketing Plan in the form valid at the time of referral; PM may decide to make amendments to the Marketing Plan which apply to all Distributors.

3.2. PM pays out the bonus on a monthly basis. GST shall be payable on the bonus if applicable and if a Distributor has previously informed PM in writing of a right to declare sales tax and provided their tax number and the responsible tax office. Otherwise GST is considered included in the bonus. The bonus statement will be available in the Partner Area, however, if a Distributor wishes to receive it by mail, an administrative fee of 10 SGD will be charged. Payment of the bonus will be made by the 20th of the following month at the latest.



3.3. 任何利用佣金标准来人为操纵的行为都是禁止的, 这包括注册不实际经营FitLine产品的经销商(即虚拟经销商), 以及在禁止范围内的公开或隐蔽的重复注册, 也禁止使用配偶、亲属、公司、合伙企业、信托或任何其他第三方的名称来规避此条款。禁止以在营销计划中获得更高级别或操纵团队奖金为目的来鼓励第三方销售或购买产品。

4. 经销商在其他地方的销售活动

4.1. 在没有预先得到PM公司的书面同意的情况下, 经销商不允许为PM的竞争对手进行任何业务经营。PM的竞争对手是指在亚太地区提供与FitLine产品相竞争的公司。

4.2. 经销商有责任将PM的经营活动及FitLine产品与其它得到公司批准的经营活动完全分离。不容许在自己的其它非PM活动上运用PM品牌或自称是PM的经销商招徕生意, 也不可将PM的产品和其它公司的产品一起经营。此外, 经销商不可向PM的其他经销商推荐其它竞争公司的产品与服务, 或在其他竞争公司活跃地参与任何活动, 甚至取代PM的活动。

5. 购买与经销PM产品

5.1. 经销商只能直接从PM处订购和接收FitLine产品。

5.2. 经销商只可通过个人直接销售方式向最终消费顾客销售FitLine产品, 不得通过零售店、交易市场、展览会、网上拍卖、大众媒体及其他类似销售渠道销售FitLine产品。如果经销商想在其他国家经营FitLine产品, 经销商有责任检查FitLine产品是否可以在该国上市, 以及是否符合该国的法律法规, 特别是消费者或进口法规、健康法规和标签要求。PM对此不承担任何责任。

3.3. Any manipulation of bonus criteria described in the PM Marketing Plan is prohibited. This includes the sponsoring of Distributors who do not actually sell FitLine products (straw men), as well as open or disguised multiple registrations to the extent prohibited. It is also prohibited to use the name of the spouse, relatives, corporation, partnership, trust or any other names of third parties to circumvent this provision. It is also prohibited to encourage third parties to sell or purchase products in order to achieve a better position in the Marketing Plan or to manipulate the group bonus.

4. SALES ACTIVITY OF A DISTRIBUTOR ELSEWHERE

4.1. 4.1. A Distributor may not undertake activities for a competitor of PM without PM's prior written agreement. A competitor of PM is any company which offers goods which are competing with FitLine products within the APAC region.

4.2. A Distributor shall keep every permitted distribution activity for another company completely separate from the activity for PM and with FitLine products. It is not permitted to cause or try to cause other Distributors of PM in any way whatsoever to purchase goods or services from the other company or to become active for the other company in addition to or instead of their activity for PM or to reduce or stop their activity for PM.

5. PURCHASE AND DISTRIBUTION OF FITLINE PRODUCTS

5.1. The Distributor shall exclusively order and receive FitLine products directly from PM.

5.2. The Distributor shall only sell FitLine products to end consumers through personal direct sales. It is not allowed to sell FitLine products through retail stores, trading markets, fairs, online auctions, mass media and other similar sales activities. If the Distributor wants to sell FitLine products in another country, the Distributor is responsible for checking whether the FitLine product can be marketed in that country and whether it complies with the laws and regulations of that country, notably any consumer or import regulations, health regulations and labelling requirements. PM declines any responsibility in this respect.



5.3. 如果消费顾客对所售FitLine产品不满意,经销商必须在交货后30天内接受退货。消费顾客无需提供任何理由,表示对产品不满意即可(PM满意保证)。消费顾客可以选择换货或退货退款,一旦产品退回,将退还已支付的购买价格。如果消费者选择退货退款,退货退款必须在消费者要求发起退货之日起60天内向消费者办理。

5.4. 经销商可以自由从PM订购任何数量的产品。没有必须购买FitLine产品的义务,也没有最低购买要求。经销商可以根据PM的退货政策将FitLine产品退回PM,该政策可在官网www.pm-international.com 登录后的合作伙伴专区找到。

5.5. 经销商所购买的所有产品均按照PM特定时期内的有效价格计算。产品价格不包含任何销售税、包装费用和运费。送货服务只能在款项全部付清后实施。

6. 经销商的其他义务

6.1. 经销商应以独立经营主体的身份开展业务,避免被误认为其属于PM公司的雇员或以PM公司的名义去解释任何相关业务活动。

6.2. 只要PM还是国家和国际直销协会的会员,其经销商就必须遵守相关协会为其会员和经销商代表所规定的行为规范准则。

6.3. 经销商所谈论的任何关于PM公司及FitLine产品的信息必须与PM公司的官方陈述相一致,尤其是产品目录、产品标签、官方网站和其他产品信息。在任何情况下,经销商都不能将治疗或治愈特性归因于FitLine产品,也不得违反适用的法律规定进行健康声明。

6.4. 经销商不得自行或允许第三方对FitLine产品或其包装进行任何更改。如果标签上没有广告或产品信息,则可以在标签贴上带有经销商地址信息的地址标签,但不可覆盖产品上已有之信息。

5.3. The Distributor has to take back FitLine products sold to consumers within 30 days after delivery in case of dissatisfaction. The consumer does not have to provide any special reasons, not being satisfied with the products is sufficient (PM satisfaction guarantee). The consumer may choose between exchange, credit or a refund of the purchase price paid once the products have been returned. If the consumer chooses credit or a refund, the credit or refund must be made to the consumer within 60 days from the consumer requests for cancel date of return of the products.

5.4. The Distributor is free to order any quantity of products from PM. There is no obligation to purchase any FitLine products, nor a minimum purchase requirement. The Distributor can return FitLine products to PM in accordance with PM's return policy, which can be found in the Partner Area after login on www.pm-international.com.

5.5. All orders made by the Distributor are processed according to the PM prices shown in the PM Online Shop at the time of order. Sales tax, costs of packaging and shipping are generally added, as far as they apply. Payment must be secured or completed before delivery.

6. FURTHER OBLIGATIONS OF THE DISTRIBUTOR

6.1. The Distributor has to act as an independent and responsible entrepreneur and avoid any appearance of acting as an employee of PM, or of being entitled to make any statements in the name of PM.

6.2. As far as PM is a member of national and international associations for direct marketing, the Distributor must comply with the standards of conduct specified by these associations for their members and their representatives.

6.3. Everything the Distributor says about PM and FitLine products must be in accordance with PM's stipulations, especially those in the product catalog, on the product labels, official websites and in other product information. Under no circumstances may the Distributor attribute therapeutic or healing properties to FitLine products or use health claims contrary to applicable legal provisions.

6.4. The Distributor may not make any changes to FitLine products or their packaging and may not allow third parties to make such changes. It is allowed to stick an address label with address information of the Distributor on a label as long as no advertising statement or product information is hidden by it.



6.5. 经销商在为PM公司及FitLine产品进行广告宣传时,仅可使用PM公司官方发布的产品信息、销售材料及销售辅助工具;若通过互联网开展广告宣传及销售活动,经销商仅能使用PM公司为其提供的网络商店进行该类活动。PM公司授予经销商有限的权利,允许其使用PM的商标、商号、标识、市场营销材料及销售辅助工具,但该使用权仅限于推广及销售FitLine产品。任何未经授权的使用、修改或对PM知识产权的虚假陈述行为均被严格禁止。欲了解更多信息,请参阅PM公司《商标、标识、品牌和名称使用指南》,该文件可通过登录官网(www.pm-international.com)后于合作伙伴专区查阅。

6.6. 所有经销商在进行任何常规广告宣传及招募新经销商时,都必须遵守相关法律法规。这尤其适用于有关不正当竞争及非法交易行为的法律规定。严禁以任何形式发送垃圾邮件信息,或有组织地挖取其他公司的经销商伙伴。作为PM的经销商,其提供的任何PM产品销售数据及潜在收入信息都必须准确且真实。对于任何违规行为,PM将严格追责,直至终止其经销商资格。

6.7. PM将监控并随机检查其经销商是否遵守合同和法律义务,特别是在实施线上宣传活动时的合规性,该类活动包括但不限于由外部服务供应商开展的社交媒体营销活动。

6.8. 若经销商违反合同条款或适用法律,PM公司保留在未事先通知的情况下中止其访问合作伙伴专区的权利。在PM发出相应通知后且违规行为已消除,该中止状态即可解除。

7. 团队保护

7.1. 尊重并保护团队伙伴是PM的原则。在经销商合约期间及之后的12个月内,任何在PM已注册的个人或公司不得更改至另一个团队。同时禁止使用配偶、亲属、公司、合伙企业、信托机构或任何第三方名义来规避本条款规定。

6.5. The Distributor will only use the product information, sales materials and sales aids published by PM when advertising for PM and for the FitLine products and, insofar as advertising and sales take place over the Internet, will only use the Internet shop made available to the Distributor by PM. Distributors are granted limited rights to use PM's trademarks, trade names, logos, marketing materials and sales aids solely for the purpose of promoting and selling FitLine products. Any unauthorized use, modification, or misrepresentation of PM's intellectual property is strictly prohibited. For more information, please refer to PM's "Guidelines of Use for Trademarks, Logos, Brands and Names" which you can find in the Partner Area after login (www.pm-international.com).

6.6. Every Distributor has to comply with binding legal regulations during any general advertising measures and in attracting new Distributors. This applies in particular to the rules on unfair competition and unlawful trading practices. Any form of 'spamming' and the systematic poaching of distribution partners from other companies is forbidden. Any information provided on sales and potential earnings when working as a Distributor of PM has to be correct and based on facts. Any violation will be strictly followed up by PM, up to termination of the distributorship.

6.7. PM will monitor and randomly check the compliance of its distributors with contractual and legal obligations, especially in the context of online advertising measures, including social media marketing by external service providers.

6.8. PM reserves the right to suspend a Distributors access to the Partner Area without prior notice if the Distributor violated contractual rules or applicable law. The suspension will remain until the violation has been removed upon corresponding notification by PM.

7. LINE PROTECTION

7.1. It is a principle of PM to respect and protect the sponsor line. During the term of the Distributorship and 12 months thereafter, no persons or companies already registered in a sponsor line with PM may change to another sponsor line. It is also prohibited to use the name of the spouse, relatives, corporation, partnership, trust or any other names of third parties to circumvent this provision.



7.2. 根据第2.2条规定,已终止业务合作关系或退出合作的经销商,仅在符合以下条件之一的情况下,方可重新注册为经销商:(a) 由其原推荐人再次推荐,或(b) 自终止自己账户日起已满12个月。因连续12个月无个人业绩而被注销记录的经销商,可自由重新提交申请进行注册,不仅可由原推荐人推荐,也可由其他任何推荐人推荐,注册至任何团队下。

7.3. 注册亲属和配偶的账户需遵守特定规则,这些规则可以在www.pm-international.com中的合作伙伴专区下的“FAQ亲属注册常见问题”中找到。

7.4. 团队线保护同样适用于客户直接计划中的客户。任何已注册的客户,只有在其最后一次购买FitLine产品后经过6个月,方可重新注册并选择新的赞助商。

8. 参与调解程序

作为经销商,您有义务以友好的方式解决任何因在线签订经销商合约关系而产生的分歧。若通过此方式无法达成和解,您应根据当地法律参加庭外仲裁程序。

7.2. A Distributor who has terminated their business partnership or withdrew from it according to article 2.2. can only be re-registered as a Distributor if they submit a new application and (a) are sponsored by their former sponsor, or (b) if at least 12 months have passed since termination. A Distributor who has been deleted from records due to inactivity (12 months without personal volume) can be freely re-registered with a new application, i.e. not just under the former Sponsor but in any line under any Sponsor.

7.3. The registration of relatives and spouses is subject to specific rules that can be found in the Partner Area under www.pm-international.com in the “FAQ Registration of Relatives”.

7.4. Line protection also applies to customers in the Customer Direct Program. Any registered customer may only register anew and under a new sponsor if 6 months have passed after their last order of FitLine products.

8. PARTICIPATION IN MEDIATION PROCEEDINGS

As a Distributor, you are obliged to resolve any disagreements arising from a contractual relationship concluded online in an amicable manner. If an amicable solution cannot be reached in this way, you should take part in an out-of-court arbitration procedure according to local law.

9. 最终条款

9.1. 本合同双方均受新加坡法律管辖。

9.2. 因本协议引发或与之相关的任何争议, 法定管辖地为新加坡。尽管如此, PM仍有权在经销商的司法管辖范围内对其提起法律诉讼。

9.3. 合同约定的书面形式要求也可通过传真或电子邮件传达, 但因故终止经销商合约的通知必须通过挂号信发出。

9.4. 除本合同的经销商条例外, PM公司的以下规则也同样适用, 并明确视为经销商协议的一部分, 这些文件可在官网 (www.pm-international.com) 的合作伙伴专区中查阅:

- 营销计划
- 互联网使用指南及社交媒体政策
- 撤销权
- 商标、标识、品牌和名称使用指南
- 数据隐私政策
- 商业行为和道德准则

2025年3月

9. FINAL PROVISIONS

9.1. The contractual relationship between the parties is governed by the laws of Singapore.

9.2. The court of jurisdiction for any disputes arising out of or in relation to this Agreement is Singapore. However, PM shall be entitled to initiate legal proceedings against the Distributor in the Distributor's jurisdiction.

9.3. A contractually agreed-upon requirement for written form is also met by telefax or e-mail, except for a notification of termination for cause which has to be made by registered letter.

9.4. In addition to these Distributor Rules, the following rules of PM, which can be found in the Partner Area at www.pm-international.com also apply and are expressly recognized as part of the Distributorship agreement by the Distributor:

- Marketing Plan
- Guidelines of Use for the Internet and Social Media Policy
- Right of Withdrawal
- Guidelines of Use for Trademarks, Logos, Brands and Names
- Data Privacy Policy
- Code of Business Conduct and Ethics

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