Guide participating businesses and the performance Of our distributors.

PM Nutrition & Cosmetics (Thailand) Co.,Ltd. Marketing & Compensation Plan (PM N&C)

Hand Book



PM Nutrition & Cosmetics (Thailand) Co.,Ltd

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Terms and conditions for becoming a Teampartner of PM Nutrition&Cosmetics (Thailand) Co., Ltd.

Article I:

PM Nutrition&Cosmetics (Thailand) Co., Ltd is a fully register company under the statuary of Thailand to import food supplements and cosmetics from abroad and will be as a sole distributor in the direct selling and direct marketing style for this product.

Article 2: Definition

- 2.1 Operator of Direct Sales (PM Nutrition&Cosmetics (Thailand)Co., Ltd). These include direct sales under direct selling and direct marketing established 2002. The company hereinafter shall be referred to as PM Thailand
- **2.2 Teampartners** subscribed to start at first level and later sold the product in accordance with PM Thailand rules of each month will earn a chance to become an independent distributor at a higher level
- **2.3 Sponsors** meaning that Teampartner that recommended other that wishes to apply for the Teampartnership to sell PM Thailand products to consumer.
- **2.4 Independent Distributor** meaning that he / she is a Teampartner of the Suppliers Group, a leader in each of the level in clause 4 via the Network of PM Thailand and followed all the terms and conditions of this Teampartner Handbook.

- **2.5 Consumer** meaning customer of PM Thailand that are not a register Teampartner
- **2.6 Products** meaning the products of food supplements and cosmetic as stated in Article 7.5

Article 3: Teampartnership Registration

- **3.1** A person must be minimum 21 years of age to be eligible to register as Teampartner
- 3.2 Teampartner that wishes to register must fill in all details on the application form for PM Thailand and the application form will be inspected. If all the information is correct the Teampartnership will be approved immediately and given a Teampartner number (no Teampartnership fee)
- 3.3 There are no expiration to the Teampartnership, but the Teampartnership will only end as agreed in Article 11.
- 3.4 The purpose and goal of selling the products of PM Thailand is to sell the products to the consumers who purchase the product directly without the middleman. It is expected that all Teampartners of the self-regulatory line to the base of the progressive increase in their level.

- **3.5** Teampartners are free to organize promotional activities and the date, time and location. The Teampartner will be responsible for the Activities and all costs that are associated with such activities on their own.
- 3.6 Teampartners have to right to receive payment from the sales of PM Thailand products to the consumer. From the introduction, training, and support to new Teampartners as sponsors. Base compensation plans in Article8

PM Thailand has the right to change the compensation plan in appropriate with the economic and business structure of the company.

- 3.7 Compensation Base compensation plans are paid to Teampartners who are entitled to receive, on the 20^{th} of the month following the month in which sales closed.
- 3.8 All Teampartners are responsible for providing training, recommending, and encouraging all other team Teampartner at all levels by using the supported information by the Company.

- 3.10 In case the Teampartners organize a promotional activity in clause 3.5. The Teampartner reserves the right to collect the fee from the attendee in the total that accumulate to the cost of the event.
- 3.10 The offering of the products, the Teampartners must offer information that appears on the label, catalogue, or promotional handbook which is printed by PM Thailand. Teampartners must not refer to properties that help treat or cure disease
- **3.11** All Teampartners must understand and acknowledge that compliance with the law on direct selling and direct marketing
- **3.12** If a Teampartner violates or does not abide by the terms and conditions for the participating businesses, which may cause PM Thailand, or a third party to be damaged. The Teampartner will be liable fine of 2000Thb/day(50Eu) for the damage it caused, and also in civil law and criminal law.
- 3.13 Teampartners agree to their profile being review at the credit bureaus and personal information check first before being accepted by PM Thailand.

Article 4: Level of Teampartnership

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Registered Teampartner Level there are no conditions of the mandatory period are as followed:

- **4.1** The Distributors at a Teampartner stage (TP) is a Teampartner with or without sales which is not qualified for Manager stage.
- **4.2** The Distributor at a Manager stage (M) is a Teampartner with the minimum group sale of 750 points per month.
- **4.3** The Distributor at a Sales Manager stage (SM) is a Teampartner with the minimum group sale of 2,500 points per month and at least one (1) Manager (M) in his downline.
- **4.4** The Distributor at a Marketing Manager stage (MM) is a Teampartner with the minimum group sale of 5,000 points per month and at least two (2) Manager (M) in his downline.
- **4.5** The Distributor at an International Marketing Manager stage (IMM) is a Teampartner with the group minimum sale of 10,000 points per month and at least three (3) Manager (M) in his downline.
- **4.6** The Distributor at a Vice President stage (VP) is a Teampartner with the minimum group sale of 25,000 points per month and at least three (3) Sales Manager (SM) in his downline.
- **4.7** The Distributor at Executive Vice President stage (EVP) is a Teampartner with the minimum group sale of 50,000 points per month and at least three (3) Marketing Manager (MM) in his downline.

- 4.8 The Distributor at a President's Team stage (P) is a Teampartner with the minimum group sale of 100,000 points per month and at least three (3) International Marketing Manager (IMM) in his downline.
- **4.9** The Distributor at a Silver President's Team stage (SP) is a Teampartner with the minimum group sale of 200,000 points per month and at least three (3) Vice President (VP) in his downline.
- **4.10** The Distributor at a Gold President's Team stage (GP) is a Teampartner with the minimum group sale of 400,000 points per month and at least three (3) Executive Vice President (EVP) in his downline.
- **4.11** The Distributor at a Platin President's Team stage (PP) is a Teampartner with the minimum group sale of 600,000 points per month and at least four (4) Executive Vice President (EVP) in his downline.
- **4.12** The Distributor at a Champion's League stage (CL) is a Teampartner with the minimum group sale of 1,000,000 points per month and at least four (5) President's Team (P) in his downline.

Remarks: If the total sales, charges, or other costs which are in a foreign currency unit, the currency will be converted to Thai Baht's at the rate of Bank of Thailand.

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Article 5: Ordering, delivery, and payments of Products

- **5.I** The Teampartner can order the product from PM Thailand or purchase at any qualified shop by using the Teampartnership number for the criteria as following.
- **5.2** PM Thailand will not entice or force the Teampartner to over stock on its products for whichever reasons.
 - **5.3** There is no minimum quantity in each order.
- **5.4** The cost for delivery charges will be charge at the rate of postal service (if any).
- 5.5 PM Thailand owns the products until the complete payment on the invoice have been made.

Article 6: Guaranteed return of products

- **6.1** A Teampartner is obliged to take back PM products sold to consumers within 30 days of delivery; particular reasons are not required from the customer, it is sufficient, if they simply don't like them (PM-Satisfaction Guarantee).
 - **6.2** After taking back goods, the customer can choose between.
 - 6.2.1 Exchange.
 - 6.2.2 Credit note.
 - 6.2.3 Return of the purchase price paid.
- **6.3** PM Thailand will reimburse its Teampartners, consumers that returned or exchanged the product with another product of equal value or reduce

the price from the future purchases as followed:

- 6.3.1 In case of "Exchange" PM Thailand will exchange the new products to its costumer. (the consumer is responsible for all shipping costs).
- 6.3.2 In case the customer would like a credit note PM-Thailand will issue a "Credit note" (2) for the new products to its Teampartner or consumer.
- 6.3.3 In case the customer would like the "Return of the purchase price paid" PM Thailand will issue the consumer a certified check in the name of the customer at the same amount of the "purchase price paid." (Within working 15 days).

Article 7: Status of Teampartnership

- 7.1 Individual who register as a Teampartner are all in business with PM Thailand as distributor and is not employ or represent PM Thailand (by law) in anyway.
- 7.2 In case the Teampartner passed away, the Teampartnership will be transferred to the requested person with all the proven documents. If the Teampartner did not request make the request, the Teampartnership will be transfer to the next of kin (by law).

Therefore, those who receive the transfer of Teampartner must accept and abide all the terms and conditions PM Thailand.

7.3 Teampartner that wishes to promote PM Thailand products must use the details and information! that is used by PM Thailand to promote, advertise and printed.

- **7.4** Teampartner that wishes to sell PM Thailand products in a different way (not as a Teampartner or distributor), but wishes to be representative, wholesaler or dealer must get the written approval from PM Thailand.
- 7.5 The dissemination of information about the features, quality, type, and quantity of PM Thailand products for advertisement, radio broadcast, printing promotion, must first be within the regulation of the Registered Trademark of Thailand and also the written approval from PM International Singapore, and PM Thailand.
 - (1) NAME FITLINE OMEGA 3 + E
 - (2) NAME FITLINE RESTORATE CITRUS
 - (3) NAME FITLINE FITNESS DRINK
 - (4) NAME FITLINE BASICS
 - (5) NAME FITLINE PROSHAPE All-in-1 SOYA
 - (6) NAME FITLINE PROSHAPE All-in-1 CHOLCOLATE
 - (7) NAME FITLINE PROSHAPE All-in-1 VANILA
 - (8) NAEM FITLINE PROHAPE All-in-1 STRAWBERRY

- (9) NAME FITLINE PROSHAPE All-in-1 BOURBON
- (10) NAME FITLINE POWERCOCKTAIL
- (11) NAME FITLINE PROSHAPE AMINO
- (12) NAME FITLINE DUO WITH OMEGA 3 Q 10
- (13) NAME FITLINE GELENK FIT
- (14) NAME FITLINE Q 10 PLUS
- (15) NAME FITLINE ACTIVIZE OXYPLUS
- (16) NAME FITLINE BRIGHTENING CREAM
- (17) NAME FITLINE ULTIMATE YOUNG
- (18) NAME FITLINE Q10 OXY REPAIR FACE
- (19) NAME FITLINE Q10 OXY REPAIR BODY
- (20) NAEM FITLINE Q10 OXY REPAIR INTENSIVE
- (21) NAME FITLINE CC-CELL LOTION

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MEANING: To duplicate, changes, or copy detail of information that was given at the seminar or from any social media regarding PM Thailand products must also get the written approval of PM Thailand.

- **7.6** Teampartners will the products AS IS, type, quantity, packaging and labeling. PM Thailand does not allow Teampartner to alter, change or hide any information on the label of the products above.
- 7.7 Teampartners must pay for their own taxes as accordance with the government regulation.
- **7.8** As a Teampartner of PM Thailand, the Teampartner must follow the process that is required. A Teampartner sells PM products exclusively by personal direct distribution to end consumer. Distribution via retail outlets, at markets, trade fairs internet auctions and similar sales events is not permissible.
- 7.9 Teampartners must sell most of the products directly to the consumer, not to sell to other Teampartners outside your team and Teampartners are not allowed to compare the quality of PM Thailand products with other company products. This is an offense under the law and the code of conduct.

Article 8: Sources of incomes and compensation to distributors

- **8.1** Teampartners will have 7 sources of income as following. (PM Marketing Plan).
 - (1) Income from retail selling (RI) (Discount) rate 20 40%
 - (2) Income from selling directly to consumer

Customer Direct Program (CDP) rate 15 – 25%

- (3) Income Bonus from Top Retail Selling (TRB) rate 3-5%
- (4) Income Bonus from First Line (FB) rate 10%
- (5) Income Bonus Team (PB) €60 €120 (Calculation on exchange rate) rate 4 or 8%
- (6) Income from Royalties (Level of Royalties) rate 3-5% (up to 6 levels)
- (7) Income Bonus for Top Management (TMB) rate 12-21%

 In addition, the calculation of the income is under the first paragraph and automatically calculated by the system of PM Nutrition and Cosmetics according to Attachment No. 1-7.
- **8.2** All Teampartners in each level are entitled to compensation Article 8.I as following.
- (1) Distributors at Teampartner stage (TP) are entitled to compensation in Article 8.1(1) maximum 30%, (2)
- (2) Distributors at Manager Level (M) are entitled to compensation in 8.1 (1) maximum 40%, (2) (3) (7) rate 1-3%
- (4) Distributors at Marketing Manager (MM) with 2 M are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) rate 1-8%

- (5) Distributors at International Marketing Manager (IMM) with 3 M are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) rate 3-12%
- (6) Distributors at Vice President Level (VP) with 3 4 SM Are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) (7) rate 1 15.5%
- (7) Distributors at Executive Vice President (EVP) with 3 4 MM are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) (7) rate 1 18.5 %
- (8) Distributors at President's Team Level (P) with 3 4 IMM are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) (7) rate 1 21.5 %
- (9) Distributors at Silver President's Team Level (SP) with 3 4 VP are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) (7) rate 1 22.5%
- (10) Distributors at Gold President's Team Level (GP) with 3 EVP are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) (7) rate 1 23%
- (11) Distributors at Platinum President's Team (PP) with 4 EVP are entitled to compensation in Article 8.1 (1) maximum 40%, (2) (3) (6) (7) rate 1 23.5%
- (12) Distributors at Champion's League Level Team (CL) with 5 P are entitled to compensation in Article 8.1(1) maximum 40%, (2)(3) (6) (7) rate 1 24%

Furthermore: Distributors at International Marketing Manager Level (IMM) and up are entitled to additional compensation as agreed in additional benefit.

8.3 If the distributors had an orders less than 200 baht per month, PM Thailand reserves the right not to include in the calculation of the compensation base.

Article 9: Ethical code of Teampartner participants

- 9.1 Teampartner will not sell products of other companies who have similar characteristics as the products of PM Thailand, unless given written information to do so by PM Thailand.
- **9.2** Teampartner must not sell products of other companies to other Teampartner of PM Thailand no matter at which level.
- 9.3 Teampartners must not charge fees from participants in the promotion event each time more than the cost of doing the actual event. Do not expect to gain the profit from the event itself. Your main profit should be from the products.

Article I0: Regulatory Division and How to maintain Teampartnership

10.1 Teampartners in each level must supervise other Teampartners in their team to maintain the status of sales average minimum per month as long as you are a Teampartner.

- 10.2 In case the Teampartners have not made the sale of minimum per month for the period of 4 weeks continuously, the Teampartnership will be terminated by default
- 10.3 In case the Teampartner decides to end the Teampartnership, or not able to meet the requirement in Article 10.2. Their name and personal information of that Teampartner will be deleted from the PM Thailand immediately.
- 10.4 In case the Teampartner name and personal information have been deleted and wishes to rejoin as a Teampartner. The Teampartner must comply with the following:
- 10.4.1 Has been sponsored by a former sponsor of the original team which can only be completed within 12 months after the day of ending the Teampartnership or
- 10.4.2 Has been deleted from PM Thailand for more than I2 months. They can register as a new Teampartner.
- 10.5 The spouse of the Teampartner can only register as a Down Line level.
- 10.6 All family Teampartners can be at same level (except spouse)
- 10.7 In case PM Thailand has any suspicion regarding the marriage of the Teampartners, the Teampartner must show prove of original Marriage Certificate issued by the District Office.

Article II: Termination of Teampartnership

The Teampartnership for PM Thailand Teampartners will be terminated by the following reasons.

- 11.1 The Teampartner decide to end the Teampartnership himself/herself.
- 11.2 The Teampartners have not made the sale of minimum per month for the period of 4 weeks continuously as stated in Article 10.2 and 10.3
- 11.3 The Teampartners who breach, or does not abide by the terms and conditions of participating businesses as stated in this handbook and caused damage to PM Thailand or others involved. PM Thailand holds the right to terminate that Teampartnership from the company.
- 11.4 The Teampartners at Manager Level can be maintaining their status and compensation in any ways as follows;
- $\begin{picture}(1){ll} Place the order with minimum 600 points of every month or. \end{picture}$
- (2) Place the order with 103 points of auto-ship and with 5 auto-ship from downline of every month or.
- (3) Place the order with POOL SET with minimum 500 points of every month.

Furthermore: In case the Teampartner decides to end the Teampartnership as stated in Article 11.1 or 11.2, that Teampartner can re-apply to for the Teampartnership again by following the Article 10.4. For those Teampartners that the Teampartnership was terminated as stated in Article 11.3, they cannot re-apply for a new Teampartnership

Article I2: Other Conditions

12.1 This terms and condition for participating business is a legal contract for PM Thailand. PM Thailand holds the right to revise the terms and conditions as to appropriate with the economic and business plan but must inform all Teampartners by written form.

- 12.2 The court of jurisdiction for any dispute is Thailand
- 12.3 All documents relating to this T&C sent by mail or email is consider constitute of law and the parties have acknowledged.
- 14.4 PM Nutrition and Cosmetics will not be held responsible or liable in any way for any claims, damages, losses of any kind arising out of any independent distributor's of these terms and conditions of business participation or acts by violations against third-parties which are both criminal and civil offenses.