

PM-INTERNATIONAL 總部 亞太私人有限公司經銷商規則

1. 經銷商的法律地位

1.1. 經銷商為自營銷售人員，旨在透過分銷 FitLine 產品賺取收入。

1.2. 經銷商的分銷活動包括以其本身名義直接向最終消費者銷售 FitLine 產品、將最終消費者介紹給 PM (顧客直推方案) 及以推薦人身份將新經銷商介紹給 PM。

1.3. 經銷商不須負擔任何營運義務，可自由決定工作時間、地點、方法及工作量。經銷商必須自行承擔與業務相關的所有費用。所有經銷商皆為獨立承包商，因此須負責履行因業務產生的所有法律義務 (註冊公司、所得稅、銷售稅、社會保險、競爭法)。

2. 經銷協議的開始與終止

2.1. 經銷協議始於經銷商提交填寫完整的申請書，且於 PM 接受申請後即構成有效協議。購買 FitLine 產品並非擔任經銷商的要件。PM 接受經銷商之申請後，將立即通知經銷商其申請已獲接受。

2.2. 經銷商有權於收到申請受理通知後的 30 日內，向 PM 提交書面聲明撤回申請，無需說明任何理由。經銷商得於撤回申請後，退回其以經銷商身份購買的所有 FitLine 產品，且 PM 將全額退還經銷商已支付的款項。

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. 經銷協議於簽署後即無限期有效，惟任一方皆得於提前 30 日發出書面通知後，隨時終止本協議。若另一方：(i) 違反本經銷協議規定任何義務，且未於知曉後 10 日內改正此等違約行為；或 (ii) 進入清算程序、遭接管、結束營業或經歷類似程序，則任一方皆有權立即終止經銷協議。若經銷商違反《經銷商規則》第 3.3 條、第 4.1 條、第 4.2 條、第 5.2 條或第 7.4 條規定義務，則構成終止協議的理由。

2.4. 經銷商應定期檢視和更新申請書所載資料，特別是姓名、地址、銀行帳戶資訊、電子郵件和電話。

2.5. 若經銷商身故，則其經銷商身份可轉讓予配偶、子女或父母，惟該等轉讓成立之要件為：須以書面形式提出並取得所有繼承人同意；受讓人接受《PM 經銷商規則》的實際版本；且 PM 以書面形式表示同意。

3. 獎金領取資格

3.1. 經銷商可就下列任一方式購買的 FitLine 產品獲得獎金：由經銷商透過客戶直購計畫 (Customer Direct Program) 推薦給 PM 的終端消費者所購買；由經銷商以推薦人所介紹、培訓並支持的其他經銷商所購買。經銷商亦可就此等終端消費者與經銷商的後續訂單獲得獎金，以及就其直接或間接推薦之經銷商所提出的任何其他 FitLine 產品訂單獲得獎金。經銷商獲得獎金的權利，於相關產品付款後即生效。獎金資格規定與金額，依據推薦時有效的《PM 行銷計畫》而定；PM 得決定對《行銷計畫》進行修改，且於修改後適用所有經銷商。

3.2. PM 將按月支付獎金。若獎金適用商品及服務稅 (GST) 規定，且經銷商已事先以書面將收取銷售稅之權利、稅籍編號及該管稅捐機關等資訊通知 PM，則獎金應另外支付 GST。否則將視為獎金已包含 GST。獎金對帳單可自「合作夥伴專區」下載，惟若經銷商希望透過郵件收取對帳單，則將須支付新幣 10 元的手續費。獎金最晚將於次月 20 日支付。

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. 禁止對《PM 行銷計畫》中所描述的獎金標準進行任何操縱。包括推薦實際上未銷售 FitLine 產品的經銷商（人頭戶），以及明文禁止的公開或偽裝多重註冊行為。使用配偶、親屬、公司、合夥企業、信託或任何其他第三方的名稱規避本規定，亦屬禁止行為。另亦禁止鼓勵第三方銷售或購買產品，以獲得《行銷計畫》中更高聘階或操縱團隊獎金。

4. 其他地區經銷商的銷售活動

4.1. 未經 PM 事先書面同意，經銷商不得為 PM 的競爭對手進行活動。PM 的競爭對手係指於亞太地區提供與 FitLine 產品競爭之商品的所有公司。

4.2. 經銷商應將其獲允許為其他公司從事的所有分銷活動，與其為 PM 及 FitLine 產品從事的活動完全區分開來。不得以任何方式誘使或試圖誘使 PM 的其他經銷商購買該等其他公司的商品或服務，或在從事 PM 業務的同時為該等其他公司開展業務，或為該等其他公司開展業務但未從事 PM 業務，或減少甚至停止其在 PM 的業務活動。

5. 購買和分銷 FITLINE 產品

5.1. 經銷商應完全向 PM 直接訂購和收取 FitLine 產品。

5.2. 經銷商只能透過個人直銷的方式向終端消費者銷售 FitLine 產品。經銷商不得透過零售店、交易市場、展銷會、線上拍賣、大眾媒體和其他類似的銷售活動銷售 FitLine 產品。若經銷商希望在其他國家銷售 FitLine 產品，則須負責確認 FitLine 產品是否可在該國行銷，以及是否符合該國法律法規，尤其是任何消費者或進口法規、衛生法規和標示要求。PM 對此不負任何責任。

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. 若消費者對經銷商所交付的 FitLine 產品表明不滿意，經銷商必須在交付日起算 30 日內取回該等產品。消費者只須表明對產品不滿意，無須提供任何特殊理由 (PM 滿意保證)。消費者於退回產品後，得選擇換貨、折抵或退還已支付的購買價格。若消費者選擇折抵或退款，則經銷商必須在消費者要求取消並退貨之日起算 60 日內將退款支付給消費者。

5.4. 經銷商得自由地向 PM 訂購任何數量的產品。經銷商不須負擔購買任何 FitLine 產品的任何義務，亦不須遵守最低購買數量規定。經銷商可依據 PM 退貨政策將 FitLine 產品退還給 PM，欲瞭解前述政策相關規定，請登入 www.pm-international.com 並前往「合作夥伴專區」檢視。

5.5. 經銷商提交的所有訂單，皆須依據訂購時「PM 線上商店」顯示的 PM 價格處理。一般情況下，售價都會加上銷售稅、包裝費和運送費。相關款項必須在交貨前確保支付或完成支付。

6. 經銷商其他義務

6.1. 經銷商必須以獨立負責任的企業家身份行事，且應避免遭認定以 PM 員工身份行事或有權以 PM 名義發表任何聲明之行為。

6.2. 只要 PM 是全國和國際直銷協會的成員，經銷商就必須遵守該等協會為其成員和代表規定的行為標準。

6.3. 經銷商就 PM 和 FitLine 產品進行的所有說明，皆必須符合 PM 的規定，尤其是產品目錄、產品標籤、官方網站和其他產品資訊。經銷商無論如何皆不得宣稱 FitLine 產品具有治療或康復功效，或使用違反適用法律規定的健康聲明。

6.4. 經銷商不得對 FitLine 產品或其包裝進行任何更改，亦不得允許第三方進行此類更改。經銷商得於標籤貼附載有經銷商地址資訊的地址標籤，惟該等標籤不得遮擋任何廣告聲明或產品資訊。

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. 經銷商在為 PM 及 FitLine 產品進行廣告宣傳時，只能使用 PM 所發布的產品資訊、銷售資料和銷售輔助工具。且若該等廣告和銷售活動係透過網際網路進行，則經銷商只能使用 PM 所提供的網路商店。茲此授予經銷商為推廣和銷售 FitLine 產品之目的使用 PM 商標、商號、標誌、行銷資料和銷售輔助工具之有限權利，嚴禁對 PM 智慧財產進行任何未經授權使用、修改或扭曲之行為。詳細資訊，請登入 www.pm-international.com 並前往「合作夥伴專區」檢視《PM 商標、標誌、品牌與名稱使用指南》。

6.6. 所有經銷商於採取任何一般廣告措施及吸引新經銷商時，皆須遵守具有約束力的法律規章。此規定尤其適用不公平競爭和非法貿易行為的相關規則。經銷商不得從事任何形式「發送垃圾郵件」行為，以及系統性地從其他公司挖走分銷合作夥伴的行為。經銷商於擔任 PM 經銷商期間所提供與銷售和潛在收入有關的資訊，皆須準確且基於事實。PM 將嚴格追蹤所有違規行為，最嚴重包括終止經銷權。

6.7. PM 將監控並隨機檢查經銷商是否遵守契約和法律義務，尤其是線上廣告措施相關事宜，包括外部服務提供商所進行的社群媒體行銷行為。

6.8. PM 保留於經銷商違反契約規則或適用法律時，暫停該等經銷商存取「合作夥伴專區」權限之權利，不須事先通知。前述暫停狀態將持續至違規行為解除並獲得 PM 通知為止。

7. 上下線組織保護

7.1. PM 的原則是尊重和保護推薦者的上下線組織。在經銷商資格有效期間內及期間屆滿後的 12 個月內，原已於 PM 推薦上下線組織註冊的個人或公司，不得轉換到另一上下線組織。使用配偶、親屬、公司、合夥企業、信託或任何其他第三方的名稱規避本規定，亦屬禁止行為。

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. 已終止業務合作之經銷商，僅於提交新申請並符合下列任一條件之情況下，方得重新註冊為經銷商：(a) 經其原推薦人推薦；或 (b) 自終止合作後已經過 12 個月期間。因長期未從事活動（連續 12 個月無個人銷售量）而自紀錄中刪除的經銷商，可於提交新申請後重新註冊，不受任何限制，亦即不須原推薦人推薦，而可由任何推薦人推薦。

7.3. 親屬和配偶的登記須遵守具體規則，詳細資訊，請參閱 www.pm-international.com「合作夥伴專區」的「親屬註冊常見問題」。

7.4. 上下線組織保護規定，亦適用「客戶直接方案」的顧客。所有已註冊顧客，僅於其最後一次訂購 FitLine 產品日起算 6 個月屆滿後，方得重新註冊並接受新推薦人推薦。

8. 參與調解程序

經銷商須負責以友善的方式解決因線上簽訂的合約關係而產生的任何分歧。若無法透過此等方式達成友善解決方案，經銷商應依據當地法律參加庭外仲裁程序。

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. 最後條款

9.1. 簽約雙方間之契約關係受新加坡法律管轄。

9.2. 因本協議產生或相關的所有爭議之管轄法院為新加坡法院。惟 PM 應有權在經銷商所在司法管轄區內對經銷商提起法律訴訟。

9.3. 契約就協議規定的書面形式，亦可透過傳真或電子郵件滿足，因故終止協議之通知除外，該等通知必須透過掛號信進行。

9.4. 除此等《經銷商規則》外，位於 www.pm-international.com「合作夥伴專區」的下列 PM 規則，亦適用且茲此明文認定屬經銷商所簽署《經銷協議》的一部分：

- 行銷計劃
- 網路使用指南與社群媒體政策
- 撤回權
- 商標、標誌、品牌和名稱使用指南
- 資料隱私政策
- 商業行為和道德準則

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: PM-International Marketing Plan

- 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

March 2025