

WELLNESS CONSULTANT APPLICATION & AGREEMENT

Sunrider Philippines, Inc.

Garden Deck 1 & 2 Pacific Center Building San Miguel Ave., Ortigas Center Pasig City, Metro Manila, 1605 Tel: (02) 8866-7271 | Mobile: (+63) 917-5502955 customerservice@sunrider.com.ph

| | SUBMISSION DATE M M D D Y Y |
|---|---|
| Applicant Information (Please print clearly) | OATE OF BIRTH* |
| ✓NAME | M M D D Y Y |
| | |
| ✓NATIONALITY* | |
| | |
| ✓street address* | MOBILE PHONE* |
| . • | |
| ✓CITY & PROVINCE | HOME PHONE |
| L | |
| ▼ TAX IDENTIFICATION NUMBER (TIN) | |
| ✓APPLICANT EMAIL ADDRESS * | |
| | |
| Spouse information | ATE OF BIRTH M M D D Y Y SEX |
| NAME | |
| NATIONALITY V | MOBILE PHONE* |
| | |
| SPOUSE EMAIL ADDRESS | HOME PHONE |
| | |
| Are you or your spouse currently an active Wellness Consultant in the Philippines or Independent Business Owne | r outside the Philippines? |
| Yes No (If yes, I.D. NumberHome Country | |
| ✓ <u>Join as a Wellness Consultant by purchasing any of these packs*:</u> □ CASH □ BANK-IN | INTERNET BANKING TRANSFER |
| Bank name | |
| | CARD ☐ UNIONPAY ☐ AMEX ☐ ICB |
| □ Essential Starter Pack Pnp/50 | CARD ☐ UNIONPAY ☐ AMEX ☐ JCB |
| Builder Starter Pack Php1,500 DEBIT CARD CARD NUMBER | CARD□UNIONPAY □ AMEX □ JCB |
| Builder Starter Pack Php1,500 Business Starter Pack Php3,300 Plus Shipping Fee PDEBIT CARD CARD NUMBER | |
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| Builder Starter Pack Php1,500 Business Starter Pack Php3,300 Plus Shipping Fee Php3,300 I have received my Starter Pack. | EXPIRATION DATE DATE e terms and conditions listed on the front and back of the conditions of this WC Agreement before you may enroll a least eighteen (18) years of age. You agree that a copy or age to Sunrider. To be considered effective during a give emed accepted by Sunrider when Sunrider issues you a seen you and Sunrider. Your signature below also confirm the operation of your Sunrider Business. You understan |
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SUNRIDER® WELLNESS CONSULTANT AGREEMENT

PLEASE READ THIS WELLNESS CONSULTANT AGREEMENT ("The WC Agreement") BEFORE APPLYING TO BECOME A SUNRIDER WELLNESS CONSULTANT ("WC"). BY PARTICIPATING IN THE SUNRIDER WC OPPORTUNITY, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE SUNRIDER WC OPPORTUNITY.

This Wellness Consultant Agreement ("WC Agreement") is made between Sunrider Philippines Inc. ("we", "us", or "Sunrider") and you. This WC Agreement, the Sunrider Elite Business Plan, Sunrider WC Policies and Procedures, the Sunrider Privacy Policy and Terms of Use (each document available at ph.sunrider.com), and the Business Entities Application Form if applicable, which are incorporated by reference in this WC Agreement, form the entire agreement between you and Sunrider, and sets forth the terms and conditions for becoming a Sunrider WC, or your use of the Sunrider website and/or mobile application, and for your purchase and use of Sunrider products. If there is a conflict between these terms and conditions and any other document or terms, these terms and conditions shall govern and control. In consideration of mutual covenants and for valuable consideration, you hereby agree as follows:

- 1. You are a resident of the Philippines and at least eighteen (18) years old. You will be an independent contractor and not an employee, agent, partner, franchisee, or legal representative of Sunrider. As an independent contractor, you are free to select your own means, methods, and manner of operation and that you are free to choose the hours and location of your activities under this WC Agreement. You shall have no power or authority to bind Sunrider or its affiliates, either directly or indirectly, and you will not take any action inconsistent with this limit of authority, including representing in any manner that you are an agent, representative, legal representative, partner, franchisee, or employee of Sunrider. You acknowledge that as an independent contractor, you are not entitled to holidays, vacations, disability, insurance, pensions, retirement plans, or any other benefits offered or provided by Sunrider to its employees and you are solely responsible for all applicable taxes, including self-employment tax, as well as for obtaining any and all necessary licenses, permits, and government approvals to conduct business. You will not be treated as an employee for state and federal tax purposes.
- 2. When you enroll as a WC you will receive a Sunrider ID number. You will also provide an email and password in order to access your account information online. You should keep your ID and password secret. You are entirely responsible for any activity under your Sunrider ID and must promptly notify Sunrider of any actual or attempted unauthorized use of your Sunrider ID. You may only hold one (1) WC account, and it is personal to you and non-transferable. If you add a payment method to your Sunrider profile you authorize Sunrider to charge your primary credit or other payment card on file for any product purchases plus taxes and if applicable any handling fees or charges associated with your product purchases. If the primary card on file declines or cannot be charged any other reason, if you have other payment cards on file, you agree Sunrider may charge another card on file. If you do not have a valid payment method on file, you authorize Sunrider to deduct any sums due from any monies due to you or credited to your Sunrider account.
- 3. Any violation of the Wellness Consultant Application, this WC Agreement or any of the documents incorporated into it by reference including the Sunrider WC Policies and Procedures ("Policies and Procedures"), may result in the suspension or termination of your Sunrider WC Business. You will comply with all of the terms and conditions of this WC Agreement and the Policies and Procedures in their most current form and as may be amended by Sunrider. This WC Agreement shall be deemed accepted by Sunrider when Sunrider issues you an acceptance letter by email or mail. This WC Agreement shall continue unless and until you ask us to cancel your account or we cancel or terminate your account in accordance with this WC Agreement.
- 4. Governing Law and Jurisdiction: Any dispute or claim arising out of or relating to (i) this WC Agreement, (ii) your use of Sunrider products, or (iii) your relationship with Sunrider or its officers, directors, agreements, employees, WCs or customers, will be consent to the exclusive jurisdiction of the Regional Courts located in

the City of Pasig or, at Sunrider's discretion, any other jurisdiction where Sunrider operates, for the purpose of all legal actions and proceedings arising out of or relating to (i) this WC Agreement, (ii) your use of Sunrider products, or (iii) your relationship with Sunrider or its officers, directors, agreements, employees, WCs or customers. Notwithstanding the foregoing, nothing in this WC Agreement shall be construed to limit your right as a consumer to file complaints or seek redress with the Department of Trade and Industry and other applicable laws.

- 5. You shall not make false, misleading, exaggerated, or unsubstantiated statements about Sunrider products or the Sunrider WC opportunity. Sunrider products are not intended for use in the diagnosis, cure, mitigation, prevention, or treatment of any medical condition, and Sunrider WCs shall not represent or make any statement to the contrary. You will operate your Sunrider Business (as defined in the Policies and Procedures) in an ethical manner and abide by all applicable laws, regulations, and guidance. You agree that you will not make statements about the actual or potential earnings of any Sunrider WC at any time without providing an adequate income disclaimer.
- 6. Sunrider does not guarantee that you will make any income or that your Sunrider WC Business will be profitable. You shall not represent to others that a Sunrider WC is guaranteed an income or profitability. Your income is dependent on the sale of Sunrider products to the end-user and the amount you can earn as a Sunrider WC will be affected by the expenses you may incur in operating your Sunrider Business. These expenses may include the cost of the WC starter pack, purchase of products for resale, purchase of sample products, travel costs and costs related to attendance at Sunrider events.
- 7. Sunrider reserves the right to require removal of any claim, image, advertisement, or social media post that violates this WC Agreement, applicable law, or tarnishes Sunrider's brand or image.
- 8. IN NO EVENT SHALL SUNRIDER, ITS AFFILIATED COMPANIES, AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OR OFFICERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF SUNRIDER, OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY SUNRIDER, EVEN IF SUNRIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. YOU AGREE TO INDEMNIFY AND HOLD SUNRIDER AND ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, AND EXPENSES, INCLUDING ANY ATTORNEY'S FEES, ARISING OUT OF YOUR ACTIONS OR OMISSIONS IN CONNECTION WITH THIS WC AGREEMENT.
- 10. This WC Agreement, and any agreements or terms and conditions referenced in and incorporated into this WC Agreement, contains the entire understanding of the parties regarding your relationship with Sunrider and supersedes any prior agreements or understandings that may have existed.
- 11. If any portion of this WC Agreement is held to be unenforceable by a court of competent jurisdiction, the rest of the WC Agreement will continue to apply.
- 12. Any failure by Sunrider to enforce any provision of this WC Agreement does not waive Sunrider's right to enforce the same provision in the future.
- 13. Under no circumstances will Sunrider be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.
- 14. You may cancel this WC Agreement at any time by notifying Sunrider in writing by sending an email to us at customerservice@sunrider.com.ph or by mail to Garden Deck 1 & 2 Pacific Center Building San Miguel Ave., Ortigas Center Pasig City, Metro Manila, 1605. Sunrider may terminate your WC Agreement and, in Sunrider's discretion, revoke your Sunrider ID, if you, in Sunrider's discretion: (a) violate this WC Agreement including any document incorporated by reference herein, any other rules, policies, or procedures of Sunrider or any applicable law or regulation; or (b) if Sunrider decides to discontinue or substantially change the Sunrider WC

- opportunity in the Philippines.
- 15. If you cancel this WC Agreement within fifteen (15) days of enrollment as a WC, you will be entitled to a refund of all payments required by this WC Agreement, including the purchase price of the Starter Pack (if applicable), provided all items are returned immediately to Sunrider in merchantable condition.
- 16. If the WC Agreement is terminated for any reason, you will permanently lose all rights as a WC and will have no rights to service fees, and other compensation or any interest in your prior Sunrider sales organization. If you cancel this WC Agreement you may continue to purchase and consume Sunrider products and may be eligible for discounts and other incentives, if any, by re-enrolling as Sunrider Retail Customer, at any time, by visiting ph.sunrider.com.
- 17. You understand and acknowledge that you and your activity as a WC are subject to the Sunrider Privacy Policy and Terms of Use, which are incorporated into and a material part of this WC Agreement. You acknowledge that you have read and understand the Terms of Use and the Privacy Policy, which are available at ph.sunrider.com and consent to the use of any personal information that you provide according to the terms of this WC Agreement and the Privacy Policy. When you disclose personal data as part of the WC enrollment process, as well as other personal data disclosed in conducting your activities as a WC, you acknowledge that this information is necessary to allow Sunrider to fulfill our contractual obligations to you and the Sunrider global network of Retail and Preferred Customers, Sunrider Independent Business Owners, WCs and suppliers, vendors and service providers. The data collected is used by Sunrider internal and authorized external service providers, suppliers and vendors taking part in the operation and management of the distribution network. You consent to the disclosure of your name, telephone number(s), email address(es), shipping address(es) and other contact information listed on your WC application or profile as updated in your Workspace, and information regarding your Sunrider purchases (excluding payment method information), to internal departments, authorized service providers, your Sponsor, upline WCs and the Sunrider business support teams. You agree that Sunrider or a person acting on its behalf may contact you by telephone, text messaging, and email, and you consent and agree to being contacted in this manner at the telephone number(s) and email address(es) that you provide. Your carrier's standard rates will apply for calls and text messages. If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by going to your Sunrider online account to manage your subscriptions and deselect the types of information you do not wish to receive. You will continue to receive emails regarding business related transactions regardless of the email subscriptions that are chosen. If you wish to opt out of promotional calls or texts, you may do so by going to your Workspace to manage your subscriptions and deselect the types of information you do not want to receive, or by responding as indicated to allow for opting out on the text itself. You may opt out of promotional telephone calls by simply requesting to be placed on our do not contact list. You may also opt out of texts by replying STOP or calls by contacting us by email at customerservice@sunrider.com.ph. You acknowledge that you are not required to consent to receive promotional, emails, texts, or calls as a condition of being a WC. BY SUBMITTING YOUR APPLICATION TO BECOME A WC, YOU AUTHORIZE SUNRIDER, ITS AFFILIATES, ITS SERVICE PROVIDERS, SUNRIDER WCS, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE, MAIL, AND EMAIL CONCERNING SUNRIDER RELATED MATTERS. Many countries have laws and regulations which only permit Sunrider to make international data transfers if the receiving country has instituted equivalent mechanism to adequately safeguard your personal information. As a result, we have established contractual clauses and procedures among all of our entities to protect your personal information regardless of its location. Sunrider entities will follow all applicable requirements, as well as apply appropriate procedures and safeguards before and in the process of making a physical or electronic cross-border transfer of your personal information. You are entitled to the rights of a data subject under the Philippine Data Privacy Act of 2012, including the right to be informed, the right to object, the right to access, the right to correct, the right to erasure or blocking, the right to damages, and the right to data portability. You may withdraw your consent at any time by contacting us at

- <u>customerservice@sunrider.com.ph</u> or through your Sunrider online account, without affecting the lawfulness of processing based on consent before its withdrawal. For more information about your rights and how to exercise them, please refer to our Privacy Policy or contact our Data Protection Officer at info@sunrider.com.
- 18. From time to time, Sunrider may change the terms and conditions of this WC Agreement. You agree that you will be bound by any changes to this WC Agreement thirty (30) days after notice of the amendment is emailed at the email address on file for you with Sunrider. By continuing to participate in the WC opportunity after the effective date of the amendment, you agree to the amended terms and conditions of this WC Agreement. You may opt out of any proposed amendments by terminating your WC Agreement prior to the effective date of such proposed amendments and, if you have made any advance payments for goods or services not yet delivered or rendered, you will be entitled to a refund of such advance payments in accordance with applicable law. Your continued participation in any way in the WC opportunity on or after the effective date of any amendment constitutes acceptance of the amended WC Agreement. Amendments will not have a retroactive effect unless you have expressly agreed to such amendment. Notwithstanding the foregoing, any amendment, modification, or revision to this WC Agreement shall comply with the requirements of applicable Philippine law, including but not limited to the Consumer Act of the Philippines (Republic Act No. 7394), the Direct Selling Association of the Philippines (DSAP) Code of Ethics, and any rules or regulations issued by the Department of Trade and Industry (DTI) or other relevant government agencies. In the event of any conflict between the terms of this WC Agreement and mandatory provisions of Philippine law, the latter shall prevail. Sunrider shall ensure that all material amendments are submitted to the DTI for review and approval, if required by law, and that all notices of amendment are provided in a manner consistent with Philippine legal requirements. WCs may not assign their rights or delegate their performance under this WC Agreement without Sunrider's prior written consent. Any attempted assignment or delegation without Sunrider's consent shall be voidable by Sunrider. Sunrider may assign its rights and obligations under this WC Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, provided that any such assignment shall require the prior written consent of the WC, which shall not be unreasonably withheld.
- 19. Confidential Information. You acknowledge that you may receive proprietary and confidential data or information of Sunrider and/or Sunrider WCs, or Retail Customers, which is not publicly known or available to the competitors of Sunrider, including but not limited to information about Sunrider products, customer information, and WC information ("Confidential Information"), and you agree that you shall treat such Confidential Information as strictly confidential and that you may not, directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by Sunrider in writing. You represent and warrant that you will comply with all Sunrider policies and guidelines relating to confidential and proprietary information, and you agree that all prohibitions against disclosure of Confidential Information shall survive the termination of this WC Agreement. You further agree to comply with the Data Privacy Act of 2012 (Republic Act No. 10173) and all applicable data privacy laws and regulations of the Philippines in the collection, use, processing, and protection of personal information obtained in connection with this WC Agreement.
- 20. Trademarks, Domain Names and Social Media Sites. As a Sunrider WC, you are granted a limited revocable license to use the Sunrider name, Sunrider trademarks, copyrighted material, and other Sunrider intellectual property (collectively "Sunrider IP") for your Sunrider WC business; provided that such Sunrider IP are used solely to promote the sale and use of Sunrider products or business opportunity. You may not alter, modify, change, or claim ownership relating to any Sunrider trademarks, copyrights, or other intellectual property and must abide by Sunrider policies and guidelines on its appropriate usage. You may not use the Sunrider name, trademarks, or other Sunrider materials if you terminate this WC Agreement, and you are no longer a Sunrider WC. While you are a Sunrider WC, you must not use Sunrider trademarks or any names or images that are similar to the Sunrider trademarks in any way that is not related to Sunrider. This includes use in a business

name, email address, domain name or sub-domain name, social media site name, URL, telephone number, or in any other address or title.

- 21. If the WC Agreement is terminated by you or by Sunrider, Sunrider will repurchase at net cost (less appropriate set offs, legal claims, if any), and less a ten per cent (10%) re stocking fee, currently merchantable products purchased for resale, promotional materials, sales aids, tools, and packs purchased by you in the twelve (12) months prior to the date on which your WC Agreement is terminated. Products are "currently merchantable" if they are commercially reusable and within the applicable shelf-life period. If Sunrider advised you when you purchased them that the products were seasonal, discontinued, or special promotion products you may not return them for buy- back.
- 22. If either party is unable to perform its obligations under the terms of this WC Agreement because of acts of God, strikes, epidemic, pandemic, government act or order, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, that party shall not be liable to the other for any damages resulting from failure to perform.
- 23. You hereby permit with your consent that Sunrider may take photos, audio, video recordings, or written or verbal statements of you at Sunrider events, in-person, or virtual meetings. You agree to and hereby grant Sunrider the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of Sunrider, or in any other name. Regardless of any other agreements you may have with any other entity, you agree that any use by Sunrider as set forth in this WC Agreement shall be royalty-free, is a work made for hire, and is not subject to any other claim. You agree to defend and indemnify Sunrider against any claims by any other party arising out of Sunrider's use of the rights granted herein. You confirm that the information you may give as a testimonial endorsement, or as represented in a photograph, video, or audio is true and accurate to the best of your knowledge. You waive any right you may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic, or video matters, which may be used in connection with it or any use that may be made of it. Notwithstanding the foregoing, Sunrider shall comply with the Data Privacy Act of 2012 (Republic Act No. 10173) and all applicable data privacy laws and regulations of the Philippines in the collection, use, storage, and processing of your personal information, including images, audio, and video recordings. You may withdraw your consent at any time by providing written notice to Sunrider, subject to applicable law and reasonable notice requirements.
- 24. If you have any questions regarding the WC business opportunity, please contact us at: customerservice@sunrider.com.ph or by mail to Garden Deck 1 & 2 Pacific Center Building San Miguel Ave., Ortigas Center Pasig City, Metro Manila, 1605 or call us at (+63) 917-5502955.

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| Signature | Date |