

## Wonder 7 Global managed by Mirica Holdings Sdn Bhd

These Policies and Procedures, the Business Owner Application and Agreement, and Sales Compensation Plan, constitute the complete Agreement (hereinafter referred to as “Agreement”) between a Business Owner and Wonder 7 Global (referred to herein as “Wonder 7 Global”).

Wonder 7 Global has sole discretion to modify any of these documents. These Policies & Procedures, or any changes, alterations, additions, deletions or amendments thereto will be posted on Wonder 7 Global’s website and will be effective concurrent with the date of posting.

It is the responsibility of each Business Owner to regularly review the most current version of these Policies and Procedures and to operate under same.

### **SECTION 1: COMPANY DEFINITIONS**

- 1.1 Business Owner. An individual or entity that has been accepted for membership by Wonder 7 Global.
- 1.2 Agreement. A compilation of documents that include these Policies and Procedures, the Compensation Plan, and Business Owner Application and Agreement.
- 1.3 Downline. All Business Owners below your Organization.
- 1.4 Autoship. A standing product order automatically or per request shipped each calendar month.
- 1.5 Commission. Compensation that can be earned by following and qualifying from Wonder 7 Global’s Compensation Plan.
- 1.6 Generation. A Business Owner that was introduced in Wonder 7 Global by you as the Sponsor. A direct sponsored individual will be your Generation 1 and so forth.
- 1.7 Initial Order. A product order required to participate in the Wonder 7 Global Compensation Plan.
- 1.8 Organization. All Business Owners located under a Business Owner.
- 1.9 Placement. When a Business Owner places a new Business Owner into his or her organization, his is accomplished by completing the sponsor and placement information on the Business Owner Application.
- 1.10 Sales Service Tax. Governmental imposed taxes on the sale of products and may include a Sales Service Tax (SST).
- 1.11 Sponsor. A Business Owner who personally introduces an individual or entity for membership in Wonder 7 Global.
- 1.12 Starter Kit. Wonder 7 Global may offer and sell an introductory kit to Business Owners in various countries. The prices of the Starter Kit will be posted by Wonder 7 Global and may vary from Country to Country depending on Contents.
- 1.13 Upline. All Business Owners above your Organization.
- 1.14 Volume. A Business owner’s product purchases according to the different types specified in Wonder 7 Global Compensation Plan. The Business Owner price and Volume may not always be the same.

### **SECTION 2: BECOMING A BUSINESS OWNER**

- 21 A person may become a Business Owner by correctly completing and submitting the Business Owner Agreement. Wonder 7 Global reserves the right to reject or accept the Business Owner Agreement.
- 22 A person shall be at least eighteen (18) years of age to become a Business Owner.
- 23 An initial product order is required to earn commissions from the Wonder 7 Global Compensation Plan. The packages are explained in the Wonder 7 Global Compensation Plan.
- 24 The Business Owner agrees that placing an order for product, enrolling another Business Owner or receiving a commission payment shall act as a confirmation that the Business Owner has read, understood and agreed to the Agreement.

### **SECTION 3: BUSINESS OWNER AGREEMENT & RESTRICTIONS**

- 3.1 Business Owners must file a Business Owner Agreement for their country of residence.
- 3.2 Unless otherwise specified, the Business Owner Agreement can be submitted online at company official website. Wonder 7 Global may permit the submission by fax, mail or directly to the office headquarters. A Business Owner Agreement that is incomplete, incorrect in any respect or filed in the wrong country may be considered invalid.
- 3.3 Upon request by Wonder 7 Global, a Business Owner must provide proof of residency, proof of age and proof of his or her ability to legally conduct business in the country that corresponds with the Business Owner's Business Owner Agreement.
- 3.4 A Business Owner Identification number will be issued upon acceptance of the Business Owner Agreement. Personal Identification Card No: and Corporate Tax Identification Numbers or other government identification numbers (depending on the country of residence) must be provided to Wonder 7 Global for tax purposes. All bonuses and commissions are paid in the name of the applicant specified in the Business Owner Application form or Agreement.
- 3.5 The requirements for a partnership, corporation or other legal entity (other than an individual) are as follows:
  - 3.5.1 The Business Owner Agreement must include the name of each participant and be signed by all participants of the Corporation.
  - 3.5.2 Upon request by Wonder 7 Global, each participant of the Corporation must provide proof of residency and proof of the ability to legally conduct business in the country that corresponds with the Corporation's Business Owner Agreement.
  - 3.5.3 A Business Owner Application Form provided by Wonder 7 Global must be completed and signed by all participants in a business entering a Business Owner Agreement. The Business Owner Application Form must contain the names and Personal Identification Numbers, or other relevant identification number, of the principal officers (president, vice president(s), secretary, and treasurer), members of the board of directors, and all shareholders. In the case of a partnership, the Business Owner Application Form must contain the names and Personal Identification Numbers, or other relevant identification number, of all general and limited partners, or members.
  - 3.5.4 A corporation must provide Wonder 7 Global with a Company Registration Documents provided by appropriate governmental agency in the country of incorporation. (Malaysia)
  - 3.5.5 A Business Owner may not convey, assign, or otherwise transfer any right conveyed by the Business Owner Agreement to any person without the express, prior written consent of Wonder 7 Global. The Business Owner may delegate his responsibilities but is ultimately responsible for ensuring compliance with the Agreement and applicable laws and regulations.
  - 3.5.6 A Business Owner must inform Wonder 7 Global of any changes affecting the accuracy of the Business Owner Agreement or Business Owner Application Form. Changes to an organization must be submitted on a new Business Owner Agreement or Business Owner Application Form with "Amended" checked on the top. The document must include all of the participants in the organization and be signed by all parties and returned to Wonder 7 Global. Wonder 7 Global reserves the right to charge a fee to change a Business Owner Identification Number. There is no charge for a change of address, telephone number, addition of person(s), or the correction of clerical error(s).
  - 3.5.7 A person or entity becomes an approved Business Owner on the date the Business Owner Agreement is received and accepted at Wonder 7 Global's corporate office. A person or entity must become an approved Business Owner by the last working day of a bonus period in order to be included in that Bonus and qualification computation.
- 3.6 A Business Owner may not have a simultaneous beneficial interest or participate in more than one (1) organization at any time or given period. A Business Owner shall not have an ownership interest in, operational or management control of, or derive any benefit directly or indirectly from any subsequent Business ownership if not as the first and original business owner ID number. If it is proven as such, the final and sole decision lies with Wonder 7 Global to terminate any account Wonder 7 Global sees fit.
- 3.7 An individual has a beneficial interest in the organization of a spouse or co-habitant. If a spouse or co-habitant of a Business Owner wishes to become a Business Owner, he/she must be added to the organization previously formed by the spouse or co-habitant or if they have never been added to the organization formed by the spouse or co-habitant, the spouse of the Business Owner may sign-up for a new Business Owner however it must come under the wife's or husband's group. Spouses are strictly not allowed to register under a different group.

- 3.8 Any person who should be listed on the Business Owner Application Form of a Corporation is considered to have a beneficial interest in the organization existing in the name of that Corporation. A Business Owner shall not have an ownership interest in, operational or management control of, or derive any benefit directly or indirectly from any subsequent Business ownership if not as the first and original business owner ID number. If it is proven as such, the final and sole decision lies with Wonder 7 Global to terminate any account Wonder 7 Global sees fit.
- 3.9 No Corporation may become a Business Owner if any person who should be listed on the Corporation's Business Owner Application Form is already a Business Owner under another Business Owner Agreement.
- 3.10 As used herein, "Active in the Business" includes signing a Business owner Agreement, purchasing products from Wonder 7 Global, sponsoring new Business Owners, or other activities Wonder 7 Global, in its sole discretion, determines to be a meaningful promotion of Wonder 7 Global's business.
- 3.11 Unless otherwise approved in writing by Wonder 7 Global, a Business Owner who has engaged in business activity is prohibited from acquiring any interest in or to merge with a pre-existing organization under a different Sponsor. A Business Owner may not have or acquire a present or future ownership interest in or establish another organization in the name of a family member or an unrelated individual.
- 3.12 A Business Owner may not encourage, entice, or otherwise assist another Business Owner to transfer to a different sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Business Owner to terminate an existing organization and then re-sign under a different sponsor.
- 3.13 A Business Owner who wishes to change their status from that of an individual Business Owner to a participant in a corporation under the same sponsor may do so at any time, subject to applicable law and upon completion and delivery to Wonder 7 Global of the requisite Business Owner Application Form.
- 3.14 A Business Owner may dispose of, transfer, or otherwise assign his/her/its organization assets in any manner allowed by applicable law (including sale, gift, or bequest) but only with the prior written consent of Wonder 7 Global. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by Wonder 7 Global, will not be recognized as assets of the transferee on the records of Wonder 7 Global until Wonder 7 Global has received written notification of the transfer and has given its formal written approval. The organization transferred is subject to all remedial measures under the Agreement that may have arisen prior to the transfer. Wonder 7 Global retains the right of approval for you to transfer your business at their own discretion and there will be a waiting period of 6 months before you can re-enter or create a new business organization with Wonder 7 Global.
- 3.14.1 Business Owner is permitted to Will their position or business to those they clearly deem as beneficiaries of the Will. In addition, the Will must be deemed valid and legal by the court where the Will is legally probated. The beneficiary or beneficiaries must submit to Wonder 7 Global's compliance department a copy of the Business Owner's death certificate and Probated Will as evidence for the change requested. This can be either sent by regular mail or through e-mail.
- 3.14.2 A Business Owner is permitted to include the Wonder 7 Global business in a trust. The trust must be legally and properly set up. In order for any transfer, disposing, or assigning in a trust Wonder 7 Global must have a true and correct copy of the trust before any changes can be made.
- 3.14.3 When a Business Owner meets all of the qualifications stated above in Section 3.15 for transferring, disposing, selling or assigning an Organization to another individual or entity; a copy of the transaction or agreement between the parties must be submitted to Wonder 7 Global's compliance department as evidence of the transaction.
- 3.15 A Business Owner may not convey, assign or otherwise transfer any right conveyed by the Agreement to any person or entity without the express, prior written consent of Wonder 7 Global, which consent will not be unreasonably withheld. A Business Owner may delegate his/her/its responsibilities but is ultimately responsible for ensuring compliance with the Agreement and applicable laws. Any person or entity working with or for the Business Owner as part of his/her/its organization will do so only under the Business Owner's direct supervision.
- 3.16 A Business Owner is prohibited from fabricating information or signing-up any individual as a Business Owner without their knowledge and/or consent.
- 3.17 Wonder 7 Global may reject a Business Owner Agreement, declare any agreement void from its inception, or terminate a distributorship if a Business Owner:
- 3.17.1 Fails to provide documentation requested or required by Wonder 7 Global; or
- 3.17.2 Provides to Wonder 7 Global false or inaccurate information or fails to correct false or inaccurate information; or
- 3.17.3 Violates any provision of this Section.

## **SECTION 4: SPONSORING**

- 4.1 When offering Wonder 7 Global's program to prospects, Business Owners are required to present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers, representations or agreements made by a Business Owner in connection with Wonder 7 Global's program are prohibited and may result in the termination of the Business Ownership.
- 4.2 Occasionally, one or more individuals may contact the same prospect, resulting in a dispute of the sponsoring rights. A new Business Owner has the right to choose their sponsor. Wonder 7 Global will not mediate such disputes and will recognize as sponsor the person whose name appears as sponsor on the first order form sent in by the new Business Owner. In the event that more than one (1) order form is sent in with conflicting sponsor information, the form received first by Wonder 7 Global will be recognized as binding and changes will not be allowed.
- 4.3 If a Business Owner falsely represents that Wonder 7 Global failed to honor this policy, Wonder 7 Global may, at its sole discretion, terminate the Business Owner making the false representation.
- 4.4 Placement in Organization. A Business Owner builds his own organization by sponsoring new members and placing them in his organization. The sponsor of any new Business Owner is responsible to place the new Business Owner into his/her/its Organization. Following the placement by the sponsoring Business Owner, the new Business Owner may not be moved to any other location in the Organization, except as authorized by Wonder 7 Global under the provisions herein.
- 4.5 If the Sponsoring Business Owner makes a mistake in a placement, the sponsoring Business Owner shall complete and send the "Correction to Placement" form provided by Wonder 7 Global. This form shall be sent to Wonder 7 Global within 24 hours of the date of placement of the new Business Owner through email. Wonder 7 Global reserves the right to accept or reject the request. Wonder 7 Global also has the right to seek reimbursement from any Business Owner of any commissions or bonuses resulting from the correction, and any time expended by Wonder 7 Global to correct any errors.
- 4.6 A sponsor is prohibited from making changes to information or product orders under a personally sponsored account.
- 4.7 Upline Business Owners who sponsor new members must place them in their outermost leg either on the left or right leg. This process is vital in building of a downward Business Owner's upline and organization. Wonder 7 Global acknowledges that a Business Owner may be building the same leg at the same time as being built by the upline. If at the time of placement of a new Business Owner the placement position has already been filled, the new Business Owner will be placed in the next available spot on that same leg.
- 4.8 The changing of sponsor's is not permitted. Upon receipt and acceptance of the Business Owner Agreement by Wonder 7 Global, the new Business Owner's sponsor cannot be changed, without the consent of Wonder 7 Global. If the sponsoring Business Owner becomes inactive, that sponsorship is not assigned to and does not roll up to the upline sponsor. In other words, if A sponsors B, and B sponsors C, and then B becomes inactive, the sponsorship of C does not revert to A. Also, C does not move up into the position of B if B becomes inactive.
- 4.9 Unless otherwise agreed to in writing by Wonder 7 Global, a Business Owner desiring to change sponsors can do so by resigning and then waiting six (6) months prior to rejoining with a new sponsor. The six (6) month waiting period will begin upon receipt by Wonder 7 Global of a termination notice in writing from the Business Owner.
- 4.10 A Business Owner may not sponsor another Business Owner into any other network marketing or direct selling company unless the recruited Business Owner has provided a written notice to Wonder 7 Global terminating their distributorship.
- 4.11 A Business Owner may not participate in any action that causes another Business Owner to be sponsored through someone else into another network marketing or direct selling company.
- 4.12 The Business Owner acknowledges that Wonder 7 Global has made an important investment when a sponsorship occurs and when a Business Owner joins Wonder 7 Global, thus forming a valuable business relationship between two (2) Business Owners and Wonder 7 Global. The Business Owner agrees that Wonder 7 Global has a legal and equitable right to protect these relationships.
- 4.13 Wonder 7 Global, in its sole discretion, may terminate a Business Owner who is involved, in any manner, in cross-sponsoring, and the Business Owner agrees that Wonder 7 Global may seek legal recourse to enjoin such conduct.

## **SECTION 5: CONFIDENTIAL INFORMATION & BUSINESS OWNER LIST**

- 5.1 Business Owner Data. All Business Owner's, organization data, names, addresses, emails addresses, telephone numbers contained in Wonder 7 Global's database (hereinafter referred to as the "data") are confidential and are the proprietary property of Wonder 7 Global. The Business Owner acknowledges that Wonder 7 Global has derived, compiled, configured, and currently maintains the Data through the expenditure of considerable time, effort, and monetary resources and has a legal right and interest to protect this valuable asset.
- 5.2 The Data in their present and future forms constitute commercially advantageous proprietary assets and trade secrets of Wonder 7 Global.
- 5.3 These Data are provided for the exclusive and limited use of the Business Owner to facilitate the training, support, and servicing of the Business Owner's Organization for furtherance of Company related business only. Each Business Owner agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Business Owner and Wonder 7 Global.
- 5.4 Each Business Owner agrees to keep the Data confidential and to use the Data for the exclusive purposes as set out herein.
- 5.5 These Data remain, at all times, the exclusive property of Wonder 7 Global, and each Business Owner agrees:
- 5.5.1 To hold confidential and not disclose any Data or portion thereof to any third person or entity, including, but not limited to, existing Business Owners competitors, and the general public;
  - 5.5.2 To limit use of the Data to their intended scope of furthering the Business Owner's Company-related business;
  - 5.5.3 That any use or disclosure of the Data outside of those authorized herein, or for the benefit of any third person or entity, constitutes misuse, misappropriation, and a violation of the Business Owner's license agreement, which causes irreparable harm to Wonder 7 Global;
  - 5.5.4 That, upon any violation under this section, the Business Owner stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to Wonder 7 Global all Data previously provided to the Business Owner upon Wonder 7 Global's request; and
  - 5.5.5 That the obligations under this section will survive the termination of the Business Owner's Agreement and any other agreement between Wonder 7 Global and any Business Owner. Wonder 7 Global reserves the right to pursue all appropriate remedies under applicable federal or local laws to protect their rights to the above-stated proprietary and trade secret information covered by the Data. Any failure to pursue any applicable remedies will not constitute a waiver of those rights.
- 5.6 The Business Owner who makes a wrongful disclosure of the Data, assists others in wrongfully obtaining the Data, or in any way violates this Section, agrees to pay the court costs and attorney fees (including the cost of any appeal) if Wonder 7 Global files a protective order or injunction action.
- 5.7 To protect the confidential nature of these Data, the Business Owner agrees that it is a violation of this Section if they are employed by any other Network Marketing or Direct Selling company or if their access to the Data could be compromised.

## **SECTION 6: ORDERING & SHIPPING**

- 6.1. Online Ordering. Unless otherwise specified, Wonder 7 Global requires all Business Owner Applications, Order Forms, and other forms to be submitted online or offline directly into Wonder 7 Global's Headquarters. In certain provinces or countries where internet access is not readily available, Wonder 7 Global may permit the Business Owners to mail or fax all forms directly to Wonder 7 Global.
- 6.2 All purchases of product inventory, sales aids, literature and supplies are strictly optional and are made available online or offline via Wonder 7 Global's headquarters. In the event a Business Owner is required to use the order form, due to the country of residence, the order form must be filled out completely and must include the Business Owner's Identification number, name, address, telephone number and signature for payment authorization.

- 6.3. Wonder 7 Global 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 or Pick-Up. Pick-Up Orders may be picked up at Wonder 7 Global headquarters or at an Authorized Distribution Center. A Business Owner is required to contact Wonder 7 Global prior to arranging for the pick-up order to insure that inventory is available. Charges of Storage fees MYR 50 per month will be charged if the product, not Pick-Up after 5 working days from the date payment has been received.
- 6.4 Acceptable Methods of Payment. Payment may be made for all online orders through the use of a Company approved major credit card, bank draft or other form of payment acceptable online. In certain countries, as specified by Wonder 7 Global, payment may be made for orders not submitted online by money order, cashier's check, traveler's check, cash, major credit card, wire transfer or debit card. Personal checks are not accepted.
- 6.5 A Business Owner agrees not to operate in any unauthorized market and agrees not to ship or import products into a country that is not officially open. No Business Owner shall export, or sell to others who export, products from Malaysia, its possessions or territories or any other country that Wonder 7 Global is operating in, to any country or from the Business Owner's country of residence. Wonder 7 Global reserves the right to refuse shipment into any country, jurisdiction or locale in which Wonder 7 Global has not officially opened.
- 6.6 Wonder 7 Global may require an adult signature receipt at the time of delivery to protect against theft and lost packages. Any Business Owner may request the cancellation of this procedure. However, Wonder 7 Global shall not accept responsibility for a missing order if the recipient waives the signature requirement.
- 6.7 Incomplete or Damaged Orders. It is the responsibility of the Business Owner to verify that an order is complete. Shipping discrepancies must be reported online or in writing, either by mail or fax, within five (5) business days of receipt of the order. Failure to report this information may result in forfeiture of any missing or damaged items.
- 6.8 The Business Owner is responsible to verify the condition of all orders and refuse delivery of damaged shipment(s). Should damage be discovered after delivery is accepted, the Business Owner shall contact Customer Service within five (5) business days of receipt of the order. Prior to returning product, the Business Owner is required to contact Customer Service for instructions.
- 6.9 Back Orders. If Wonder 7 Global is temporarily out of stock on ordered merchandise, a "Back Order" notice will be sent with the current shipment, by email, by regular mail, or otherwise. Backorders are filled first when new inventory arrives.
- 6.10 Credit for Commissionable Volume is applied at the time the products are ordered to maintain Financial Center qualification. Therefore, credit card and debit card deductions, as well as money order deposits, are made at the time of placement of orders and not the shipping of product.
- 6.11 The Business Owner is responsible to provide the correct mailing address to Wonder 7 Global. Wonder 7 Global will send product to the address provided. In the event that Wonder 7 Global mistakenly sends product to an address not provided by the Business Owner, Wonder 7 Global will not reassess shipping charges when the product is sent to the correct address. However, when Wonder 7 Global sends product to the address provided by the Business Owner, and that address is incorrect, the Business Owner is required to pay all costs of shipping to fulfill that order.

## **SECTION 7: PRODUCT RETURN POLICY**

- 7.1 First Product Purchase. Unless otherwise stated by Wonder 7 Global for a specific country or region, a new Business Owner who is dissatisfied with their first product purchase shall request a refund, credit or exchange within thirty (30) calendar days after the date of shipment of the product. If Wonder 7 Global is notified within the thirty (30) calendar-day period, and if the product is in resalable condition, Wonder 7 Global will refund the full price of the product purchase less shipping charges, bonuses, taxes and commissions paid. A Business Owner's request of a one hundred percent (100%) refund on their first order will be notice to Wonder 7 Global as a cancellation of that Business Owner's organization.
- 7.2 Customer Return Policy. Wonder 7 Global has a one hundred percent (100%) money-back guarantee on all of its products for retail sales. It is the responsibility of each Business Owner to refund the purchase price

to any unsatisfied customer. The customer's request must be made within thirty (30) calendar days of the date of the product purchase to be valid unless a longer period of time is required by law, and the product must be in resalable condition. Wonder 7 Global will refund the full price of the product purchase less shipping charges and commissions paid if any.

- 7.3 Refund. If a new Business Owner that has returned his/her/its first product purchase under section 7.1 above, Wonder 7 Global shall provide a refund, as set out in this Section, upon the Business Owner or Customer complying with the following procedures:
- 7.3.1 The Business Owner or customer must provide the following in a letter to Wonder 7 Global (1) the reason for the return, (2) a copy of the original dated Wonder 7 Global invoice and receipt.
- 7.3.2 In the event that the Business Owner or customer does return the product purchased in a resalable condition but fails to follow the procedures set forth in subpart hereinabove, Wonder 7 Global shall provide refunds as set forth below;
- 7.3.3 If the product is received outside the thirty (30) calendar-day period, no refund or credit will be given.
- 7.3.4 The shipping to Wonder 7 Global must be prepaid by the Business Owner. Wonder 7 Global does not accept shipping-collect packages.
- 7.4 In no event shall Wonder 7 Global refund shipping expenses for the delivery or the returned product.
- 7.5 In order for the product to be in resalable condition, the carton containing the product must not be damaged, the shrink wrap shall not have been opened, the carton shall contain all of the individual packets and no packets shall have been opened or damaged.
- 7.6 Wonder 7 Global agrees to post the return policy for a specific country or region that differs from the return policy set out herein.
- 7.7 Wonder 7 Global's return policy may be modified to comply with applicable laws, regulations or ordinances.
- 7.8 The Business Owner agrees that Wonder 7 Global shall not provide a refund for product returned after the specified period set out in the return policy.
- 7.9 If a Business Owner returns product to Wonder 7 Global, and no refund is due, the Business Owner authorizes Wonder 7 Global to re-inventory the product for resale or to use the product for samples.
- 7.10 Business Owners are subject to adjustments of commissions paid on product returned by Business Owners in their organization.
- 7.11 Wonder 7 Global retains the right to select method of payment for refunds. Refunds will be credited to the credit or debit card charged by Wonder 7 Global for the same order.
- 7.12 A Business Owner who disputes the payment of product on their credit card and the product has been sent by Wonder 7 Global, Wonder 7 Global has the right to award penalty or terminate Business Owner if found guilty by Wonder 7 Global.

## **SECTION 8: PRODUCTS, RETAIL SALES & PRODUCT CLAIMS**

- 8.1 Wonder 7 Global shall have the exclusive right to set the retail and wholesale price of the product. Factors such as costs of production, market conditions, competitive pricing and access to the markets are considered when determining the price. From time to time, changes will occur in the price of the products. Wonder 7 Global will provide notice to Business Owners prior to officially changing the price. Such notice will be posted on Wonder 7 Global's website.
- 8.2 Business Owners shall not repackage or re-label the product.
- 8.3 Business Owners are not permitted to make any claims, verbal or written, regarding Wonder 7 Global's products, unless such claims are pre-approved by Wonder 7 Global and posted on Wonder 7 Global's website. Medical claims are prohibited. Wonder 7 Global does not represent or imply:
- 8.3.1 That any product is intended to diagnose, treat, cure or prevent any disease; or
- 8.3.2 Any ingredient, or combination of ingredients, will have results other than what is medically known and accepted.
- 8.4 A new Business Owner's primary source of business income is derived from selling the products at the suggested retail price. The retail profit is the difference between the Retail Price and the Business Owner price of the product, less shipping costs.

- 85 Wonder 7 Global recognizes no exclusive territories. Business Owners will not be limited from conducting business in any province, country, or jurisdiction declared “open” by Wonder 7 Global. Wonder 7 Global will place a drop-down list on its website designating areas that are open. Business Owners are prohibited from shipping products, organizing and conducting events or pre-launching in a country not opened by Wonder 7 Global.
- 86 Each country has rules and procedures unique to that country. Business Owners must follow the rules established for legal operation in the country in which they reside or in which they conduct business.
- 87 Autoship Program. The Autoship Program or “Autoship” permits a Business Owner to receive a standing product order to meet their personal consumption and inventory needs as well as qualification and bonus requirements.

## **SECTION 9: INCOME REPRESENTATIONS**

- 9.1. Actual, implied or potential income representations or claims regarding Wonder 7 Global's compensation plan, bonuses, incentives are strictly prohibited.

## **SECTION 10: SALES SERVICE TAX AND GOVERNMENTAL LEVIES**

- 10.1 Malaysia governmental has Sales Service Tax and other fees (hereinafter referred to as “Sales Tax” that applies to the sale or import of Wonder 7 Global's products. In some jurisdictions, certain products may be exempt from taxes.
- 10.2 Sales Service Tax On Pick-Up Orders. Each Business Owner who picks up an order directly from Wonder 7 Global or Authorized Distribution Centers must pay Sales Tax on those orders unless specified by Wonder 7 Global.

## **SECTION 11: ETHICS**

- 11.1 Business Owners shall comply with all country, federal, and municipal laws relating to Business Owners' businesses and shall not engage in any unlawful or illegal trade practices or business activity. Business Owners shall conduct their businesses in a manner that reflects the highest standards of honesty, integrity and responsibility towards customers.
- 11.2 Wonder 7 Global prohibits a Business Owner from participating in any activity that is unethical. Wonder 7 Global has an unfettered right to intercede when unethical behavior is evident and when such behavior violates the Agreement. Wonder 7 Global reserves the right to use its best judgment in deciding whether certain Business Owner activities are unethical and, if determined to be so, to take action accordingly.
- 11.3 Although not intended to be an inclusive/exclusive list, Wonder 7 Global provides the following examples of activities and conduct that is considered unethical:
- 11.3.1 Developing, promoting or selling product in a retail outlet;
  - 11.3.2 Directly or indirectly supplying products via another person for the promotion or sale of product in a retail outlet;
  - 11.3.3 Cross-sponsoring;
  - 11.3.4 The unauthorized use of another person's credit card;
  - 11.3.5 Misrepresenting or exaggerating the efficacy of the products;
  - 11.3.6 Making income representations or intentionally misrepresenting the Pay Plan;
  - 11.3.7 Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity,
  - 11.3.8 Failing to submit advertisements or proprietary sales material bearing Wonder 7 Global's name for app;
  - 11.3.9 The use or misuse of Wonder 7 Global's name, likeness or logo in print or electronic media advertising without express written consent of Wonder 7 Global;
  - 11.3.10 The use or misuse of Wonder 7 Global's logo or trademark in any sponsoring or recruitment advertising or any financing activity without the express written consent of Wonder 7 Global;
  - 11.3.11 The misuse of Wonder 7 Global's corporate name;
  - 11.3.12 Any unauthorized duplication of Company literature;



- 11.3.13 Any violation of Wonder 7 Global's Policies and Procedures;
- 11.3.14 Intentionally circumventing the Agreement to perform, effectuate or accomplish indirectly what is prohibited directly;
- 11.3.15 Making derogatory remarks regarding Wonder 7 Global, other Team Members, Wonder 7 Global's products, the Sales Compensation Plan, or Wonder 7 Global's executives, directors, officers, or employees;
- 11.3.16 Representing or implying that Wonder 7 Global's products or Sales Compensation Plan has been reviewed, endorsed or approved by any regulatory agency;
- 11.3.17 In no case shall the name of Wonder 7 Global appear in any URL except those owned by the corporation; and
- 11.3.18 Business Owner may not sell, offer, barter or facilitate the sale of products or Wonder 7 Global Business Ownerships on websites where an auction is the mode of selling/buying. A Business Owner may not employ or contract with others to violate this policy.

## **SECTION 12: TERMINATION**

- 12.1 A Business Owner's rights under the Agreement are conditioned upon and subject to the Business Owner's continued performance in accordance with the terms of the Agreement. Upon failure by a Business Owner to perform his/her/its obligations as set forth in the Agreement, the Business Owner's rights cease. Wonder 7 Global may excuse a Business Owner's non-performance in whole or in part without waiving its rights and remedies under the Agreement. Furthermore, or in lieu of terminating the Agreement, Wonder 7 Global may:
  - 12.1.1 Provide verbal and/or written notification to the Business Owner of Wonder 7 Global's concerns and of Wonder 7 Global's intent to discontinue the Business Owner's rights under the Agreement if the Business Owner's non-performance continues;
  - 12.1.2 Closely monitor the Business Owner's conduct over a specified period of time to ensure performance of the contractual duties by the Business Owner;
  - 12.1.3 Wonder 7 Global will not review any violation of the terms and conditions of the Agreement not brought to Wonder 7 Global's attention within ninety (90) days of the initiation of the alleged violation unless the alleged violation did not become known or reasonably should have been known to the person(s) reporting the matter. Failure to report a violation within the ninety (90) day period will result in Wonder 7 Global not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of distributorship. All reports of violations must be in writing and sent to Wonder 7 Global.

## **SECTION 13: BUSINESS OWNER TERMINATION**

- 13.1 A Business Owner has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to Wonder 7 Global at its principal business address.
- 13.2 A Business Owner shall be eligible to re-apply for a distributorship after the six (6) month period has elapsed that begins from the date the notice of termination is sent to Wonder 7 Global.

## **SECTION 14: PAY PERIOD**

- 14.1 Commission are issued on every 3<sup>rd</sup> week from the week of each commission to be earned. All commission runs are calculated 2 weeks after closing date for allowance in disputes or erroneous placements.
- 14.2 If a Business Owner organization believes any errors have been made regarding commission, bonuses, business reports or charges, the organization must notify Wonder 7 Global in writing within thirty (30) days of the date of the purported error or incident in question. Wonder 7 Global will not be responsible for any errors, omissions or problems not reported within this thirty (30) day period.
- 14.3 Wonder 7 Global will under no circumstances assist or divide between organization commission and bonus checks between divorcing spouses or members of dissolving entities.

## **SECTION 15: ADVERTISING & PROMOTION, TRADE SHOWS, ONLINE AUCTIONS**

- 15.1 Wonder 7 Global encourages advertising and promotion as a viable method for Business Owners to build their businesses. However, strict guidelines are necessary to maintain an ethical marketing effort. Therefore, these guidelines are a part of the agreement between Wonder 7 Global and its Business Owners. Each Business Owner is an independent contractor, not an employee of Wonder 7 Global, or its affiliates, and cannot represent themselves as such. Further, a Business Owner can in no way state or otherwise imply that such Business Owner, or any new Business Owner, will be employed by Wonder 7 Global.
- 15.2 All Corporate approved audio recordings and phone message recordings must be released with a proof receipt from that Business Owner by Wonder 7 Global or is an official material made public for such purposes and distributed by Wonder 7 Global.
- 15.3 Company Names, Trademarks and Logos. Wonder 7 Global, employee names, corporate names, trademarks or logos are proprietary and may not be used in any matter, including the reproduction of literature, or in any advertisement. Any approved advertisements must indicate that the Business Owner is an "Independent Contractor" or "Independent Business Owner" of Wonder 7 Global. The Wonder 7 Global, name and logo and the names and logos of products can only be used in retail product advertising. Advertisements to attract Business Owners and business opportunity advertising must be used without reference to Wonder 7 Global or its products. Use of the Wonder 7 Global, company name or logo alone is strictly prohibited. In no case shall the name of Wonder 7 Global appear in any URL except those owned by the corporation.
- 15.4 Advertising Approval. Any uses of Company names, trademarks or logos of its products must be submitted in writing for approval to Wonder 7 Global, prior to use in any form, including but not limited to newspapers, magazines, flyers or any type of printed media, letters and proposals, including those for or by fund-raising organizations, electronic media, including the internet, audio or video tapes or CD's.
- 15.5 Recorded Messages. All recorded messages that are referenced in ANY form of advertising that include Wonder 7 Global products, names, trademarks or logos MUST be submitted in written script form to Wonder 7 Global for approval prior to use.
- 15.6 General Promotions. Business Owners can promote their business in any legal and ethical manner they desire if they do not use of any of Wonder 7 Global's names or logos. No reproduction of Wonder 7 Global's literature or labels is allowed. Reproduction of product labels is considered a violation of applicable laws according to the Governmental of Malaysia. Only original materials as furnished by Wonder 7 Global may be used. ALL Company LITERATURE IS COPYRIGHTED and CANNOT be duplicated in ANY FORM without express written consent from Wonder 7 Global. This restriction includes, but is not limited to, photocopies, graphic reproductions, translated verbiage, corporate/product photos and copy taken in part and/or out of context. Business Owners must not state or imply that Wonder 7 Global approves or endorses any privately produced motivational literature or training materials used within their own organization. Wonder 7 Global will provide marketing and other material at the company official website. This material can be used by Business Owners at any time.
- 15.7 Public Advertising Media. Public advertising media is prohibited. Any radio or television (network or cable) broadcast or other electronic media, including the Internet, billboards bus stops and/or park benches are prohibited, without express written consent from Wonder 7 Global. Advertising or sales over the Internet is allowed, provided that the Business Owner uses their own website that is not related in anyway to Wonder 7 Global and has received approval from Wonder 7 Global.
- 15.8 The following retail outlets are examples of those retail outlets that definitely CANNOT sell Wonder 7 Global products or display literature: health food stores, mall booths, and drug stores.
- 15.9.1 This policy does not prohibit any retail store owner from being a Business Owner for Wonder 7 Global.
- 15.9.2 The purpose of this policy is to protect both Business Owners and customers.
- 15.9 Fair & Trade Shows. Business Owners can promote Wonder 7 Global products at Fairs and Trade Shows with conditions that the products are not shown or displayed with any other products that are sold via Network Marketing. Flea Markets and Swap Shops are not allowed locations for the sale and/or display of Wonder 7 Global products, names, trademarks, opportunities, literature or services.

- 15.10 Business Owner may not sell, offer, barter or facilitate the sale of products or Wonder 7 Global Business Ownerships on websites where an auction is the mode of selling/buying. A Business Owner may not employ or contract with others to violate this policy.

## **SECTION 16: LEGAL RELATIONSHIP BETWEEN WONDER 7 AND THE BUSINESS OWNER**

- 16.1 The Policies and Procedures herein are not intended to create third-party rights in any organization regarding the conduct of any other Business Owner.
- 16.2 Independent Contractor Status. A Business Owner shall be and is an "independent contractor" and shall have the relationship of such to Wonder 7 Global. A Business Owner acknowledges and agrees that Wonder 7 Global shall not withhold any governmental, federal or state income taxes or other taxes from commissions, bonus, or promotions paid to the Business Owner. A Business Owner agrees, in light of his or her status as an "independent contractor", to timely pay all self-employment taxes and similar or related governmental taxes or charges, as are required under applicable laws of an "independent contractor", on any and all economic benefits being provided hereunder.
- 16.3 A Business Owner has no authority to bind Wonder 7 Global to any obligation.
- 16.4 A Business Owner has no authority to take any steps in any country or other political jurisdiction to introduce or further Wonder 7 Global's business.
- 16.5 A Business Owner has no authority to take any steps in any country to register or reserve Company names, trademarks, or trade names; to secure approval for products or business practices; or to establish business or governmental contacts of any kind on behalf of Wonder 7 Global. A Business Owner agrees to assign immediately any registration of Company names, trademarks, service marks or trade names registered or reserved in violation of this section to Wonder 7 Global.
- 16.6 Each Business Owner must provide a tax identification number to Wonder 7 Global. If the Business Owner is an individual, then a Social Security number (or equivalent tax identification number) is required. A tax identification number issued by a national or federal taxing authority (Form W-9, or equivalent) is required for individuals and business entities such as partnerships, organizations, corporations, trusts, limited liability companies, etc.
- 16.7 Each Business Owner agrees to indemnify and hold harmless Wonder 7 Global for any tax related penalties and charges incurred.
- 16.8 The provisions of this Section survive the termination of the Agreement.

## **SECTION 17: GENERAL PROVISIONS**

- 17.1 Indemnification. To the extent permitted by law, Wonder 7 Global, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and the Business Owner expressly releases Wonder 7 Global and its affiliates from, and waive all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by said Business Owner as a result of:
- 17.1.1 The Business Owner's breach of the Business Owner Agreement including Wonder 7 Global's Policies and Procedures and the Terms and Conditions;
- 17.1.2 The promotion or operation of a Business Owner's business and any activity, relating thereto including but not limited to the following examples: (e.g., the presentation of Wonder 7 Global products or Wonder 7 Global Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.);
- 17.1.3 Any incorrect or wrong data or information provided by the Business Owner; or

- 17.1.4 The failure to provide any information or data necessary for Wonder 7 Global to operate its business. The Business Owner agrees that the entire liability of Wonder 7 Global and the Business Owner, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products the Business Owner has purchased from Wonder 7 Global under this Agreement or any other agreement, that are in resalable condition.
- 17.2 Each Business Owner shall defend and hold Wonder 7 Global innocent from any claims, damages, or liability arising out of a Business Owner's business or advertising, or resulting from statements that may be illegal and or claims not approved by Wonder 7 Global.
- 17.3 The terms of the Agreement, as set forth herein, shall be deemed severable. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any of the other provisions.
- 17.4 Privacy Policy. Information provided by a Business Owner will be used for the purposes set out herein. No other use of the information will be made.
- 17.5 The Agreement shall be governed and construed in accordance with the laws of Malaysia governmental, unless the laws of the state or country in which the Business Owner resides expressly requires the application of its laws except as set forth in this Agreement, or unless the laws of the state or country in which the Business Owner resides expressly prohibits the consensual jurisdiction and venue provision of this Agreement, in which case its laws shall govern, all disputes and claims relating to Wonder 7 Global and any other claims or causes of action relating to the performance of the parties to this Agreement shall be brought in the Court of Malaysia governmental. The Business Owner acknowledges that the right to trial by jury is a constitutional right, but that it may be waived. The Business Owner, after consulting (or having had the opportunity to consult) with counsel of said Business Owner's choice, knowingly and voluntarily, and for the mutual benefit of Wonder 7 Global and the Business Owner, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement or any related agreements or obligations here or there under. The Business Owner has read this Agreement in its entirety and understands all the provisions of this Agreement. The Business Owner also agrees that compliance by Wonder 7 Global with the express provisions of this Agreement shall constitute good faith and shall be considered reasonable for all purposes. If a Business Owner files a claim or counterclaim against Wonder 7 Global, the Business Owner shall do so on an individual basis and not with any other Business Owner or as part of a class action.
- 17.6 Arbitration. Wonder 7 Global and Business Owner may, upon mutual written agreement, agree to resolve any breach of this Agreement by binding arbitration. The arbitration proceedings shall take place at Wonder 7 Global's headquarters and in accordance with the Malaysia Arbitration Act under the Laws of Malaysia governmental.
- 17.7 Waiver. Any waiver by Wonder 7 Global of any breach of this Agreement must be in writing and signed by an authorized Company officer. Waiver by Wonder 7 Global of any breach of the Agreement by a Business Owner shall not operate or be construed as a waiver of any subsequent breach.
- 17.8 Force Majeure. Wonder 7 Global will not be responsible for delays or failures in its performance of its obligations when performance is made impracticable due to circumstances beyond its reasonable control, such as war, strikes, riots, fire, earthquake and other natural disasters, curtailment of a party's source of supply, or government decrees or orders.