

# **Terms and Conditions of Agreement between Straits Biopharma Pte Limited trading as Phytor, (in the following “Phytor”) and Independent Ambassador**

*Effective 1 November 2021*

**A. As an Independent Ambassador, I understand and agree:**

1. I will promote and sell Phytor’s various medicinal, wellness products and/or services to ultimate customers by way of referral marketing on my own behalf or on behalf of Phytor (as indicated in Phytor’s terms of business relating to particular products and/or services from time to time). Phytor’s specific distribution system is characterised by the fact that Independent Ambassadors offer ultimate customers the products for acquisition by way of personal on or offline contact. In this connection, the system is based on Phytor’s Ambassador Rewards Plan. This Plan regulates the compensation paid for the successful performance of the contractual tasks.
  - 1.1. I will not sell Phytor’s products and/or services in any public, retail, or service establishments. I will not sell Phytor’s products and/or services for resale by others, or (except with the prior written consent of Phytor) in retail or service establishments. Phytor’s approval may be revoked at any time in its absolute discretion. I will not sell Phytor’s products and/or services via auction, whether online or otherwise. I will only promote Phytor’s products online using Phytor’s links/banners and or my Phytor replicated website.
  - 1.2. I will present Phytor’s Ambassador opportunity, products and/or services in a truthful, sincere, and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility, in keeping with the reputation of Phytor and in accordance with the Phytor Independent Ambassador Policies & Procedures.
  - 1.3. I will not demonstrate or sell any other products and/or services, including any products and/or services made personally by me, as part of my business, at any Phytor--sponsored event or meeting.
  - 1.4. Where products and/or services are intended particularly for the elderly or infirm, I will check for any vulnerability (lack of understanding, etc.) that the customer might have. In such cases, I will use an effective screening system able to identify vulnerable customers and take all reasonable steps to ensure that the vulnerability is not exploited, even unintentionally.
2. I will protect Phytor’s trademarks and trade name by not reproducing Phytor’s name and/or trademarks and not copy any of Phytor’s materials for use in any advertising without the prior written approval of Phytor. I am not permitted to use Phytor’s trademarks or trade names in email or domain addresses.
3. I am an independent contractor; I am not an employee, partner, or franchisee of Phytor. I cannot act on behalf of, represent, or conclude any contracts on behalf of Phytor, save for the collection and transmission of orders for Phytor’s products and/or services at prices approved by Phytor; I do not have any authority to incur any debt, obligation, or liability on behalf of Phytor.

It is up to me to decide whether to work at all and, if so, for how many hours. As an independent contractor, I am responsible for paying any and all applicable insurance contributions, income taxes, and VAT and making all relevant filings and returns required by law. I will be responsible for my conduct in relation to my business with Phytor and will indemnify Phytor as regards any claims against Phytor and/or myself arising out of my conduct. I will maintain adequate insurance against all relevant risks, including public liability.

4. I understand that commissions will be paid in accordance with the Independent Ambassador Rewards Plan and that I must comply with and not be in breach of any of the terms of the Agreement in order to be eligible for payment. *I understand that Phytor is entitled to retain any remuneration until valid clarification of Phytor's claims of damages.*
5. **Data Protection:** I agree, by signing this application form, that Phytor will store and process my personal information provided to Phytor in electronic form or otherwise. I also agree that Phytor may transfer the data to its ambassadors and to other persons outside my country of residence for use by Phytor for business purposes. Personal information includes my name and address, birth date, email address, and other information relating to me, and this information may be disclosed to third parties for Phytor's business purposes, unless I notify Phytor that I do not want such information released.

I also agree that such information pertaining to end-customers belongs to Phytor and that Phytor reserves the right to assure continued service to end-customers if I cease to be an active Independent Ambassador. I will take appropriate steps to protect the security of personal data in my possession.

6. I cannot transfer or subcontract this agreement or my appointment as an Independent Ambassador to any person or entity. As an independent contractor, I am entitled to arrange for such assistance in the conduct of my business as I deem appropriate.
7. I may cancel this Agreement without penalty within fourteen (14) days of entering it, and if I do so I am entitled to recover all monies paid to Phytor in that time upon delivery to Phytor (arranged in accordance with the Phytor Returns & Exchanges Policy as detailed in the Policies & Procedures to this Agreement), products, and/or services in a commercially re-saleable condition. Cancellation may be effected via email to: [ateamsupport@phytor.com](mailto:ateamsupport@phytor.com). Such notice must contain my full name, Independent Ambassador number, and address.
8. Any claims based on these contractual relations, especially any warranty claims, come under the statute of limitation after 3 years from the point in time at which the claim in question became due and the party entitled to the claim knew the facts establishing the claim.
9. Phytor is conceding to customers the revocation right of 30 days. The corresponding instruction on this right is printed on the customer order form. Regardless of the products are sold by Phytor directly or via the Independent Ambassador, I am obliged to conform to this customer-friendly rule.

#### **B. Phytor understands and agrees:**

1. Independent Ambassador will be entitled to earn commissions based on the Rewards Plan upon sale of Phytor products and/or services to the ultimate customer.
2. In addition to commissions, Phytor may provide additional awards and privileges to qualifying Independent Ambassadors, as defined from time to time.
3. Phytor will calculate and pay commissions in accordance with the then-current Phytor-published commission schedules. Phytor may change commissions, incentive programme rules, and active sales requirements at any time with thirty (30) days' prior written notice to Independent Ambassadors.
4. Phytor will not impose on the Independent Ambassador any geographical territories or limits relating to sales and introduction of Independent Ambassadors in their country of residence. However, Independent Ambassadors and their customers must reside in a country / territory which has been officially opened by Phytor (Phytor's authorised territories').
5. The Independent Ambassador has no financial obligation during the term of this agreement other than to pay for the products and/or services ordered by the Independent Ambassador.

## C. General

1. This agreement is subject to acceptance by Phytor confirmed by its issue of an Independent Ambassador number.
2. The term of this agreement is 12 months from the date of acceptance. It shall be extended by one year as soon as the Independent Ambassador's annual- renewal application has been accepted by Phytor.
3. The Independent Ambassador is prohibited to induce any member of Phytor sales organisation that they did not personally refer to Phytor to sell other products or services or otherwise to promote such products or services in addition to or instead of their Phytor business activities. This is valid also if the offers in question do not compete with the Phytor offers.
4. Phytor guarantees the quality of its products. In case the Independent Ambassador receives any defective products for their business, Phytor pledges to exchange them against products free of defects within 30 days after the Independent Ambassador has notified Phytor of the defective product.
5. If any provision of this agreement (or part of any provision) is found illegal, invalid, or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.
6. Phytor may transfer its contractual position at any time to a successor company which continues the direct selling business of Phytor. The Independent Ambassador is only allowed to transfer their contractual position with Phytor's approval in writing. The tasks and duties of an Independent Ambassador have to be rendered in person. This means that the contractual relations end with the death of the Independent Ambassador. Nevertheless, Phytor may consent to the transfer to an heir if they fulfil the requirements to manage the deceased Independent Ambassador's business, at sole discretion of Phytor.
7. If Independent Ambassador terminates this agreement more than 14 days after entering it, or if Phytor terminates this agreement, Independent Ambassador:
  - 7.1. shall have no further contractual obligation to Phytor except under provisions which expressly or by implication endure beyond that point, and may cancel any outstanding personal orders and immediately receive a full refund of any prepayment for orders not received;
  - 7.2. may also return (at Phytor's expense) any original, unused, and commercially re-saleable goods purchased from Phytor more than 90 days but less than one year prior to such termination and Phytor will provide the Independent Ambassador with a refund of the VAT inclusive price of such goods less an amount equal to (i) any commissions, bonuses or other benefits (in cash or in kind) received by the Independent Ambassador in respect of those products and/or services, (ii) any amounts due from the Independent Ambassador to Phytor on any account, (iii) a reasonable handling charge, (iv) any diminution in the value of the goods returned to Phytor in a deteriorated or non-merchantable condition. Phytor shall be under no such obligation if and to the extent that the products and/or services: (a) were acquired in breach of this agreement, (b) are not returned to Phytor in an unused, commercially resalable condition not more than 14 days after termination, or (c) if the Independent Ambassador had been informed that the products and/or services were seasonal, discontinued or special promotion products and/or services which were not to be subject to buy-back. In order to arrange a Returns Authorisation and collection of goods, please email: [iasupport@phytor.com](mailto:iasupport@phytor.com).

8. Phytor agrees to provide to the Independent Ambassador with every purchase of products and/or services for Independent Ambassador's own use a Notice of the Right to Cancel and that it will abide by the terms therein.
9. These terms and conditions, together with Phytor's Independent Ambassador Policies & Procedures and Ambassador Rewards Plan, all as may be modified from time to time in writing issued by an authorised Phytor representative (and in no other way), together constitute the entire agreement between the parties concerning its subject matter. Neither party shall have any claim against the other (save for fraud or misrepresentation) except as may arise from breach of the express terms of this agreement. It cannot be altered, modified, or changed through any suggestions, advice, guides, or sales aids provided by Phytor.
10. This Agreement is governed by the law of Singapore and is subject to the non-exclusive jurisdiction of the courts of Singapore. Any claims made in Arbitration court will be made through SIAC in English.

STRAITS BIOPHARMA PTE LIMITED t/a Phytor  
[www.phytor.com](http://www.phytor.com)

Email the Support Team at: [ateamsupport@phytor.com](mailto:ateamsupport@phytor.com)

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