



Independent Affiliate Rules & Regulations Malaysia

FEBRUARY 24, 2019

Welcome

Honesty. Integrity. Tenacity. Support.

These four words define My Treasure International Sdn. Bhd. (hereinafter “Company” or “MTI”), and are the benchmark with which every action, decision and relationship is measured. This alone separates us from a large percentage of companies in our industry.

This Statement of Rules, along with the Affiliate Application and Agreement, country or situation-specific attachments and addendums or other written agreements between you and the Company (jointly referred to as “Rules”) that follow will serve to flesh out the benchmark. They are country- or region- (hereinafter “Jurisdiction”, as the case may be) specific, and are intended to protect you (hereinafter “Affiliate”¹), your fellow affiliate, the company, and anyone who might have an interest and govern the relationship between the Company and Affiliate, as well as giving the parameters under which MTI Affiliate conduct business. They replace and succeed all previous versions on publication and notice.

It is our fervent hope that the platform that has been created will allow everyone an equal opportunity to become as unequal as possible. Therefore, parameters have been established to ensure a level playing field, allowing you to focus on the task of building your business. The rest is up to you.

My Treasure International Sdn. Bhd.

¹ The terms “you” and references to gender (e.g. him, her, he, she, etc.) may be used interchangeably throughout this document to refer to Affiliates.

Table of Contents

Part 1: The Company	
The Company	4
General Policies	4
Part 2: Membership	
Application	5
Conditions	6
Independent Membership	6
Husband & Wife Membership	7
Wiling & Inheritance	7
Annual Membership & Change of Sponsorship	8
Double Membership.....	8
Disputes	9
Responsibilities of Sponsor	9
Affiliate Authority ID.....	10
Renewal	10
Termination of Membership	10
Voluntary Termination of Membership	10
Prohibited Activities	11
Termination Procedure	11
Inactivity	12
Terminated Affiliate	13
Part 3: Stock Ordering & Payment	
Stock Purchase.....	13
Payment.....	13
Stock Exchange & Return.....	13
Closing Sales.....	14
Stocking Piling or Pyramiding or Dumping of Stock	14
Buy Back Policy	14
Part 4: Bonus	
Bonus	15

Part 5: Communication & Language

Communication.....	15
Language	16

PART 1: THE COMPANY

1. The Company

- 1.1. MY TREASURE INTERNATIONAL SDN BHD is a multilevel marketing company that encourages and supports independent membership engaged in selling our products, by ways of retail, using our house-brand and Merchant products and building network of distributors.
- 1.2. The Company sells its products through a Multilevel Marketing Plan by using independent affiliates to sell the products and deliver them to the customers. Affiliates at all level are encouraged to make retail sales every month and keep records of such sales.
- 1.3. An Affiliate is one who has filled up the application form and being accepted and confirmed by the Company as such. All application to be an affiliate must fulfill the conditions set out in Section 2 of Part 2 below.

2. General Policies

- 2.1. This Business Handbook has been adopted by MTI to define the rights, duties and responsibilities of an MTI Independent Affiliate. The following rules are designed to promote harmony and preserve the benefits, rights and privileges of MTI affiliates and are not meant to restrict nor limit their business.
- 2.2. MTI affiliate is required to familiarize herself / himself with the Rules and Regulations of this Business Handbook.
- 2.3. The Company reserves the right to change or amend existing rules, or to add new rules without giving prior notice to the Affiliates.
- 2.4. The Company will from time to time, issue circulars and memorandum to inform Affiliates of any changes, amendment, or addition.
- 2.5. Each Affiliate, by signing the Affiliate Application Form, expressly agrees to abide and be bound by the Rules and Regulations of this Business Handbook.

- 2.6. Any affiliate who fails to observe the Rules and Regulations will not plead ignorance to the Rules and Regulations.

PART 2: MEMBERSHIP

1. Application

- 1.1. Membership is open to any "Individual" or "Sole Proprietor". Applicant must submit the completed Affiliate Application Form to the Company.
- 1.2. Applicant must be sponsored by a Qualified Affiliate of the Company. A Qualified Affiliate is an individual who is an Affiliate or of higher status, stipulated in The Company's Marketing Plan.
- 1.3. A Membership fee shall be PAID RM43 upon submission of the Affiliate Application Form, inclusive of annual membership ID and business Sales Kit. For renewal as outlined in Section 11, the fee can be paid in either Cash or may choose to deduct from the bonus annually.
- 1.4. Individual Registration
 - 1.4.1. An individual applying to be an Affiliate of the Company must be of legal age of 18 or above, and is not an un-discharged bankrupt.
 - 1.4.2. Individual application must be accompanied by a copy of his/her identity card (NRIC) and a copy of the front page of his/her bank passbook or statement of account.
- 1.5. Sole Proprietor Registration
 - 1.5.1. Upon submission of the Affiliate Application Form, an Applicant must attach together:
 - a) Sole Proprietor Applicant
For Malaysia: A photocopy of his/her identity card (NRIC)/passport. A photocopy of the Business Registration (Form D) and Details of Owners (Form A).
 - 1.5.2. This person's name and a copy of his/her identity card (NRIC)/passport must be provided upon submission of the Affiliate Application Form.
- 1.6. The Company reserves the right and authority to reject any application without assigning any reason whatsoever.

- 1.7. An Affiliate is not allowed to hold more than one (1) Membership under the same name. In the event that an Affiliate is found to have more than one Membership under the same name, the Company shall terminate one of them, whichever deemed fit and necessary.
- 1.8. If errors or discrepancies are found in a line of network, the Company reserves the right to make adjustments, restoration or any rectification deemed fit and necessary.
- 1.9. The application to become an MTI Affiliate is subjected to the approval by the Company. The Company reserves the right to reject application which does not contain the full particulars or details as required in the Application Form. Application which is based on fraudulent or forged information is considered null and void.
- 1.10. Valid Membership is granted by the Company through its authorized employees. Membership approval is confirmed with the application form officially signed, stamped and duplicate copy returned to applicant.

2. Conditions

- 2.1. All individuals applying to be an MTI Affiliate must fulfill the following conditions:
 - a) Age 18 years or above,
 - b) A Malaysian citizen or permanent resident,
 - c) Foreigner or non-resident must submit a copy of their passport and local bank account no. (Company have the right to make the income tax deduction before monthly bonus is issued).
 - d) Must be sponsored by a valid MTI Affiliate.
- 2.2. Applicant who does not fulfill the above mentioned conditions will not be accepted by the Company.

3. Independent Membership

- 3.1. All Affiliates are considered as independent contractors. There is no agency or employment relationship between the Company and any Affiliate.
- 3.2. An Affiliate relationship with the Company is that of a contractual nature. Only adult individual aged 18 and above may contract with the Company for Membership.
- 3.3. An Affiliate does not have the authority or the power to bind the Company to any obligation or to contract in the name of the

Company and create a liability against the Company in any way for any purpose.

- 3.4. An Affiliate shall not use the Company's name, logo, slogans and trademarks without the consent of the Company.
- 3.5. The Affiliate shall not represent herself / himself, expressly or implicitly, as an "employee" or "agent" of MTI on any of her / his stationery or printed materials.
- 3.6. An Affiliate shall not represent or declare, expressly or implicitly, to be the sole or exclusive Affiliate for or to any particular area or territory of MTI business.

4. Husband & Wife Membership

- 4.1. Spouses may maintain separate memberships under the condition that the second account is sponsored by the first.
- 4.2. If two MTI Affiliates have been independently operating their MTI career prior to their marriage, they have the following options:
 - a) resign from one Membership; or
 - b) operate both Membership of which each will be maintained in its original line of sponsorship.
- 4.3. In case of single Membership, both husband and wife shall enjoy all awards and benefits jointly.
- 4.4. In case of a divorce, unless the parties shall have both agreed on the mode of sharing the awards, the awards shall be distributed equally.

5. Willing & Inheritance

- 5.1. The MTI career can be willed and be inherited and taken over by the heir of Affiliate in case of old age, disability or death.
- 5.2. The heir could be the next of kin of the Affiliate, or whoever individual whom she / he has willed her/ his assets to, or whoever individual who inherits her / his asset by operation of the local law.
- 5.3. All heirs who qualify to inherit a Membership shall be required to maintain the minimum Qualifying Volume (QV) with single invoice in order to enjoy the benefits annually as provided for in the Marketing Plan.

6. Annual Membership & Change of Sponsorship

- 6.1. Membership is for annually, and the change of sponsorship is not permitted.
- 6.2. Change of sponsorship is not permitted save in special circumstances as outlined in Section 7.3 b) of Part 2.
- 6.3. Change of sponsorship is allowed only if all the following conditions are fulfilled:
 - a) The Affiliate has with written notice resigned from the MTI Membership, or the Membership has been terminated by the Company with notice.
 - b) At least 6 months has lapsed since the resignation is received and confirmed by the Company; or the date of the termination takes effect. For example, the resignation was on 01/09/17, hence the cooling-off period expired on 28/02/18.
 - c) During the 6 months period, the Affiliate must observe the following conditions:
 - i) She / he cannot purchase any MTI product as an Affiliate.
 - ii) She / he cannot sell any MTI product.
 - iii) She / he cannot sponsor, nor seek to sponsor any person as an MTI Affiliate.
 - iv) She / he cannot attend any MTI meetings or trainings,
 - v) She / he cannot represent to be an Affiliate of MTI.
- 6.4. If she/he is found to have violated any of the conditions in Section 6.3 c) (i)-(v), the 6 months period will be calculated from the latest date where she/he so violated.
- 6.5. After 6 months cooling-off period, the change of sponsorship is only effective by resubmitting an application to be an MTI Affiliate under a new sponsor. The application will be treated afresh.

7. Double Membership

- 7.1. As the policy of the Company, double membership within My Treasure International SDN. BHD. is strictly prohibited.
- 7.2. If there are 2 applications for membership submitted for the same person, the first application which is earlier in time shall be effective.
- 7.3. Without prejudice to Section 7.3 of Part 2, the second application may override the first if it has been proven that:
 - a. The first application is submitted without the knowledge and consent of the applicant, express or implicit; or

- 7.4. In the case of Section 7.3 of Part 2, the applicant must submit a written letter stating clearly the reason(s) for the application of the second membership.
- 7.5. The Company reserves the right whether to approve the second application.

8. Disputes

- 8.1. Subject to Section 7.3 of Part 2, if two Affiliates should claim to be the sponsor of the same new Affiliate, the Company shall regard the first application received by Company Centre as controlling.
- 8.2. As the policy, the Company strictly prohibits the act of undercutting.
- 8.3. Undercutting in this context means:
 - a) Signing up an existing and valid MTI Affiliate of another group.
 - b) Signing up the wife when the husband is already an MTI Affiliate, or vice versa.
 - c) Signing up under another sponsor to operate her /his Membership while her /his membership is still in existence.
- 8.4. The Company reserves the right to take the following actions against the party at fault:
 - a) The membership of the Affiliate who signs up Affiliates or spouse of Affiliates of other groups shall be terminated.
 - b) All Affiliates involved shall be transferred back to their original sponsors.
 - c) If the spouse A of an Affiliate B is found to have signed under another group, A's membership under other group will be terminated and A's downlines Affiliates shall be transferred to B.
- 8.5. In any circumstances whatsoever, no backdating of bonuses shall be considered.

9. Responsibilities of Sponsor

- 9.1. In MTI, it is the responsibility of the sponsor to work with new Affiliates, helping them to learn the ropes and encouraging them during the early stages.
- 9.2. Upon presenting the Company's Marketing Plan, an Affiliate must make clear to the new Affiliate that:
 - a) no remuneration is received for just sponsoring a new Affiliate; and
 - b) there is no requirement that a prospective Affiliate make any purchase other than the Starter Kit to become an Affiliate.

10. Affiliate Authority ID

10.1. A notification containing the particulars of the Affiliate as well as the Affiliate ID Number shall be sent to the Affiliate.

11. Renewal

11.1. An Affiliate may be renewed at the discretion of the Company provided the affiliate is not in violation or breach of MTI's Rules and Regulation and terms of MTI Contract.

11.2. To be eligible for extension, an Affiliate must submit a notice to request for renewal to the Company annually.

11.3. If accepted by the Company, any extension of the term of Affiliate Contract and MTI's Rules and Regulation shall be effective from the date of extension and concluding twelve months thereafter.

11.4. If an Affiliate who has not renewed her / his membership will be considered expired. The renewal is calculated from the date expired.

11.5. After the date expired, the Individual will retained as Conditional Membership in three (3) months of reactivation period for she / he to renew.

11.6. After the lapse of said period in Section 11.5, the non-renewal Membership will be suspended by the Company until it has been renewed.

12. Termination of Membership

12.1. Termination means a severance of all privileges and contractual rights available to an MTI Affiliate including but not only the privilege to distribute MTI products. The termination will result in the inability to qualify for income and volume bonuses, and severance of all other benefits as sponsored by the Company.

12.2. Membership will be terminated if she / he is found to have violated one or more of the Code of Ethics, or any other Rules, Policies or Business Ethics as amended from time to time.

13. Voluntary Termination of Membership

13.1. If an Affiliate wishes to terminate her /his Membership (by resignation), she/he must do so in writing. The effective date is the date on which the Company accepts and confirms the termination request subjected the Affiliate become inactive for a period of six (6) or more

consecutive months. The resigned Affiliate is forfeited with her / his current sales level and all downlines established at the time.

- 13.2. Once the Affiliate terminates her /his membership, the same of her /his spouse is also considered terminated (if the name of the spouse is registered together).

14. Prohibited Activities

14.1. The following are prohibited activities causing grounds for termination:

14.2. Misrepresentation as to the use and/or benefits of MTI products and brands, or MTI's logo, slogans and trademarks without the consent of the Company or what a person may earn as an MTI Affiliate.

14.3. Participating in any scheme, device or other means used to discourage another MTI Affiliate from purchasing products from MTI for the purpose of re-sponsoring such Affiliate.

14.4. Engaging in activities that involve the soliciting of any person whom an Affiliate knows, or under the circumstances, should have known, is an MTI Affiliate, to sell other product of any nature, by or through another Direct Selling methods, or attempting to build or establish a business detrimental to or be at the expense of other qualified Affiliates, their groups, or MY TREASURE INTERNATIONAL SDN. BHD.

14.5. Using or knowingly teaching other Affiliate to use unethical, illegal, unlawful or improper ways to do MTI business.

14.6. Engaging in any activities with the intention to cheat the Company or to deprive other Affiliate of their rightful benefits, including but not limited to undercutting of Membership and or sales.

14.7. Using the Company's product/s for any unauthorized activities such as giving out as free item or coincide with any of their personal campaign.

15. Termination Procedure

- 15.1. A Notice of Intent to Terminate will be sent to non-compliance Affiliate stating clearly the following:
- a) The reason for taking such action.
 - b) The date (if applicable), place and action, negligence or omission causing grounds for termination, and
 - c) The offending Affiliate is given 14 days to reply and or appeal with reason(s) against the allegation, and

- d) The Company will suspend the Membership at the end of the 14 days if no written reply has been received, or if there is such reply or appeal, the company after due deliberation, find it unsatisfactory.
- 15.2. A Notice of Suspension of Membership will be sent to the offending Affiliate, giving him/her another 14 days to reply and appeal against the allegation, stating clearly that the failure to reply or appeal thereof, the Company will terminate the Membership at the end of the 14 days.
- 15.3. If the written reply or appeal were, after due deliberation, satisfactory justification for the act, negligence or omission, then the Company will issue a letter to accept the appeal and the matter will be closed.
- 15.4. Any reply or appeal against the termination must be in writing and reach the Company within the specified time frame.
- 15.5. Failure to respond to the Notice within the specified time frame will be construed as an acceptance of the termination.
- 15.6. In the event of termination, the terminated Affiliate agrees to immediately cease representing herself/himself as an MTI Affiliate and the terminated Affiliate's personally sponsored Affiliates shall be, subject to Section 15 of Part 2, permanently rolled up. An Affiliate's placement downline structure at the time of voluntary or involuntary termination will determine if and how the placement structure needs to be reorganized. Under certain conditions, the terminated position will remain within the placement structure as a cancelled account. Remaining within the structure does not imply activity or make the cancelled position eligible for commissions.
- 15.7. When the "Notice of Intent to Terminate" is issued, Company reserves the right to hold all benefits and bonuses to the respective affiliate's entitlement, until the issues of the related incident has been resolved.

16. Inactivity

- 16.1. An Affiliate who thereafter become inactive for a period of six (6) consecutive months shall not entitle for any bonus.
- 16.2. An Affiliate who following two years of inactivity, the Company may automatic terminate her / his membership, unless the Affiliate has maintained the minimum Qualifying Volume (QV) with single invoice before the membership terminated.

16.3. The maintenance / reactivation shall calculate from the date of the invoice which has reached the minimum Qualifying Volume (QV) annually.

17. Terminated Affiliate

17.1. When an Affiliate terminates, either voluntarily or involuntarily his or her entire downlines organization will be placed directly under the terminated Affiliate's immediate sponsor.

17.2. An Affiliate may resign/self-terminate from the Affiliate by making a request in writing addressed to the office (HQ) of the Company within the ten (10) working days cooling off period (membership fees shall be fully refunded) or any time he/she wishes to do so.

PART 3: STOCK ORDERING & PAYMENT

1. Application

1.1. All Affiliates may purchase their stock at MTI HQ.

1.2. Purchase of stock (offline or at the counter) will only be accepted if the Affiliate produces her /his valid Affiliate ID Number.

1.3. Affiliates should insist on taking the purchase receipt when making a purchase.

2. Payment

2.1. Without prejudice to Section 2.2 of Part 3, payment for the stock purchase is strictly in cash terms, either in form of cash, money order or credit cards (where applicable), and any other mode of payments as accepted by the company.

2.2. Affiliate may purchase their product from Company and payment for the purchases could be made with cash, cheques or direct bank in to the Company's Account with CIMB (A/c No.: 8009613718).

2.3. All payment for purchase must be cleared and settled by the last business hour of the applicable day to be counted towards sales generated for that day.

3. Stock Exchange & Return

3.1. As a policy of the company, stock purchased could not be returned in order to refund cash.

- 3.2. Stock may only be returned to exchange for another stock of similar or higher value. If the stock replaced is of higher value, the Affiliate must pay the difference in cash.
- 3.3. The Affiliate must fill up Stock Exchange Form and attach the relevant invoices. The Company reserves the right to reject the exchange if it is not satisfied with the documents submitted.
- 3.4. Stocks are only exchangeable if it is still at salable condition. For all exchange of stock, the affiliate must produce the company invoice of the purchase for justification.

4. Closing Sales

- 4.1. The closing sales date for all Affiliates at the Head Office is the last business hour of the day (GMT+8).
- 4.2. Invoices issued after end of the day of each day will be considered as sales for the following day.
- 4.3. Failure to do so the Company could bring forward the invoices as sales for the following day.

5. Stock Piling or Pyramiding or Dumping of Stock

- 5.1. The MTI Plan is used upon product sales to consumers and personal use of Affiliates, therefore stock piling order or the purchasing of large quantities of inventory or in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the Marketing Plan or Pyramiding is strictly prohibited by the Company.
- 5.2. Dumping of product below suggested retail price is also strictly prohibited.

6. Buy Back Policy

- 6.1. Subject to Section 6.2 to Section 6.6 of Part 3, an Affiliate who terminates her / his membership either voluntarily or involuntarily shall be entitled to return her / his stocks to the Company.
- 6.2. The products to be returned must be purchased previously from the company:
 - a) 100% refund applicable if return within ten (10) working days from the date of joining; and
 - b) 50% refund applicable if return is made after ten (10) working days and within six (6) months from the date of joining / date of invoice but subject to the deduction of all bonuses paid to the

Affiliate of all returned goods for bonuses / commission paid by the Company and 10% of administrative charge.

- 6.3. The Company shall refund the money within thirty (30) days after receiving returned product.
- 6.4. The remaining bonus paid to the upline Affiliate/s shall be deducted from them accordingly in the following days.
- 6.5. All stocks to be returned must be through the upline Affiliate.
- 6.6. The Buy Back Policy does not apply to promotional items and non-resalable item.
- 6.7. For all returns of products from the Merchant, the affiliate must follow the return policy of the relevant Merchant.

PART 4: BONUS

1. Bonus

- 1.1. All Affiliates are required to maintain a Bank Account with the bank appointed by the company to facilitate the weekly and monthly bonus payment. Transaction fees chargeable by the bank will be deducted from the bonus.
- 1.2. The minimum amount for payment of commission and bonus checks is any amount in RM announced by the company. Commissions and/or bonuses in an amount less than any amount in RM announced by the company for a pay period will accumulate until they equal or exceed any amount in RM announced by the company.
- 1.3. A dispute or discrepancy in the bonus calculation or claim of non-receipt of bonus must be brought to the attention of the Company in writing within 30 days from the date the bonus is issued.

PART 5: LANGUAGE & COMMUNICATION

1. Communication

- 1.1. In order to best serve the interests of Affiliates, and in order to keep everyone current on Company activities and policies, the Company has set up Customer Support Department. Affiliate with question should address such concerns to the Customer Support Department.

2. Language

- 2.1. For official interpretation purposes, and in case of any discrepancy, the English language version will be used.
- 2.2. In case of any inconsistency in any literature produced by the Company, the English version will prevail.