



POLICIES & PROCEDURES

REV. 1/09/2017



VMAlife Policies and Procedures

Effective 16/04/2016

Welcome to VMAlife. VMAlife was born in late 2015, as the brain-child of CEO Kenneth Koh. VMAlife hopes to empower people through its two-part approach to achieve better, healthier lives:

The first part is enhanced health and wellness through supplementation of its ultra-premium liquid nutrition products. And the second part is the sharing of these products. Simply put, VMAlife offers attractive and lucrative bonuses and commissions to the people who choose to promote the VMAlife brand and become part of our mission.

This Policy and Procedure (**P&P**) provides you the information you need to operate your business properly:

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Affiliate / Ordinary Member Policies (Member Policy)

Q1

How do I become a VMALife Affiliate/Ordinary Member?

You can become an Affiliate/Ordinary Member by purchasing a VMALife products and accepting the P&P in the following ways:

- Online at the VMALife-hosted website of the person who introduced you to the business or the VMALife corporate website;
- By calling our Member Services Department at your local office (you will need to sign the Agreement either online or by sending in a signed hard copy);
- By faxing your signed Agreement to our local office;
- By mailing your signed Agreement to our office at our local office; or
- By visiting our local VMALife Office and signing the Agreement in person. Please visit www.vmalife.com and select your country for the local contact information.

Q2

What does the Application Date refer to?

The Application date will be the date that the Application is processed by VMALife. Once VMALife accepts the Application, you are agreed to receive varied forms of Communications from VMALife.

VMALife reserves the right to accept or reject anyone as a member. Once your application is approved, you will have a **VMALife Identification Number (VID)**. This number will be used for all member correspondence and inquiries.

Q3

Do I need to pay membership fees to become a member?

No membership fee is required.

Q4

What documents are we required to submit?

Members joining VMALife in Singapore, Malaysia, Taiwan and Hong Kong must submit their Foreigner Identity Card or National Registration Identity Card at the time of sign-up. Members joining in Indonesia and Thailand must submit either their National Identity Card (also known as "KTP") or their passport number.

Q5

Do I need to have a business license when I become a Member?

Depending on how you run your business, you may need to give us your business license information. Depending on the country where you are registered as a VMALife Member, we will deduct withholding tax as prescribe by the internal tax revenue authority.

Q6

Can I be a VMALife member using a company?

Yes. You need to fill out and sign the **Operating under a Business Name** form and mail it to the local office. You will need to send us your company registration number. We need this since we must report this income to the tax authorities and may need to issue a tax form.

By submitting such application, the applicant is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons are bound by this application, agreement and Policies. No membership may be in the form of trust (except with VMALife's prior written approval). VMALife reserves the right to accept or reject anyone as a Member.

Q7

Can I become a VMALife Member if I am younger than 18?

No. You must be 18 years of age or older to be a VMALife Member. Please adhere to the regulations in your country.

Q8

Can I have more than one VMALife account?

Each member is now allowed to have a maximum of 3 business centres (John, John-1 and John-2.) The 2nd and 3rd business centres have to be enrolled by the member himself/herself, and must be of the same country. (E.g. John will be the enroller of John - 1, and either John or John-1 can be the enroller of John-2) Earnings will be paid according to the registered name in our system.

Q9

Can my spouse become a VMALife Member too?

Yes, you and your spouse can join either as a single Member or you each can become a separate Member. If you and your spouse choose to be separate Members, the member businesses must:

- a) Be in the same sales organisation; and
- b) You each must have the same enroler or one spouse must enrol the other.

If you choose to enrol this way, you agree that only the first person on the account will be eligible for recognition and special awards. Special awards include tangible items earned in the Rewards & Recognition program as well as recognition dinners, trips and corporately-hosted trainings and meetings.

Q10

What will happen to the spouse's VMALife account if they divorce?

If a married couple obtains one (1) Membership and notifies VMALife of divorce, they should contact VMALife as to how the Membership is to be managed thereafter. Otherwise, VMALife will consider the person who was originally listed as the Member to be the continuing Member.

In the event of divorce or legal separation of a joint Membership, legal court documents relating to such action, as requested by the Company, must be submitted to the Company. VMALife may, but is not required to, withhold payment of commissions until the sufficient legal documentation is provided.

Q11

What happens if I do not purchase any products after signing up?

New sign ups that do not make a product purchase will have their accounts cancelled after 72 hours from the application date.

Q12

What are the benefits of being a VMAlife member?

Active Members in good standing can:

- Use your free VMAlife Member website and your Back Office to manage your business¹
- Retail VMAlife products for a profit
- Introduce others to your sales organisation

Q13

Am I an employee of VMAlife?

No. You are not an employee or a distributor of VMAlife, you are an independent contractor. This means that you:

- cannot enter into contracts in VMAlife's name
- pay your own income taxes and social security tax
- set your own hours
- supply your own equipment
- decide how to sell VMAlife products as long as you abide by this P&P and applicable laws.

Q14

How do I cancel my VMAlife Member business?

You can cancel your Member business at any time. This can be done in writing, by telephone, or e-mail sent to VMAlife Member Services.

Q15

Can I re-apply to VMAlife after I cancel?

If you cancel your Member business, you can re-apply at any time under the Member who introduced you to VMAlife. If you want to re-apply under someone else, you must wait 24 weeks. When you re-apply you will be placed at the bottom of the Member organisation.

Q16

Can VMAlife cancel my Member business?

VMAlife may suspend or terminate your Member business, or take other disciplinary action if you violate this P&P; violate the law, or have no activity on your account for 24 consecutive weeks.



Product Policy

Q1

May I purchase VMAlife products?

Yes. You place your orders at www.vmalife.com, 24 hours a day, and 7 days a week. You can also order by telephone. Orders are placed in the volume week at the time we receive them.

The volume week runs in Malaysia, Singapore, Taiwan and Hong Kong, it starts on 12:00AM on Saturday to 11:59PM the following Friday.

In Indonesia and Thailand, it starts at 11:00PM Friday and ends at 10:59PM the following Friday.

Q2

What is the payment option for my product?

You can pay by VISA, MASTER, cash, cheque, bank deposit, bank transfer, NETS, Union Pay and post account. For more information, kindly contact the respective country's Members Services.

Q3

Can someone else pay for my VMAlife order?

Yes, but we will not accept payments from non-members. Please note that your credit card details will be captured and used to pay for recurring orders.

Q4

Will the product price be affected by any fluctuations in currency exchange rate?

The prices of all VMAlife products and sales aids are subjected to change without prior notice. Exchange rate for product is subjected for review every three (3) months.

Q5

What happens if payment for my VMAlife products is returned unpaid?

If your cheque or bank draft payment is returned as unpaid by your bank, you will be charged USD15. If we receive a charge back on your credit card purchase, your account will be terminated if the charge back is not resolved. If a payment is rejected or otherwise unpaid by your financial institution, we may put you on payment restrictions.

Q6

Do I pay Tax on my VMAlife order?

Yes. VMAlife charges Tax on taxable products and pays the taxes to the appropriate taxing authorities.

Q7

Do I have to purchase products in order to set up a VMAlife account?

No. You can call VMAlife's Members Services Department and an agent will be glad to create a Member account for you.

Q8

Do I need to have an inventory of VMAlife products?

No. Since VMAlife ships products directly to your Members, there is no need to have an inventory of products. You may want to keep a few products on hand if you provide samples to potential Members.

Q9

Should I keep VMAlife product inventory on hand other than for samples?

This practice is strictly prohibited by VMAlife. In an effort to stop Inventory Loading, we call on random orders to verify that the products have been sold or consumed. Placing a new order is your certification that 70% of the products previously purchased have been sold to or consumed by end consumers. We will not issue a refund for products certified as consumed by end consumers.

Q10

Can I pick up my VMAlife order?

Yes. If you did not pick up your order from your local VMAlife office within 2 weeks, we will ship the product according to your delivery address. The cost of additional delivery attempts will be borne by the recipient.

Q11

Can my Members and I set up a VMAlife order that we get every month?

Yes. If you wish, you and your member can design your own product order that will come to you every month. A verification e-mail is sent when the automatic monthly order is first set up. Payment will be automatically charged to a credit card on the date chosen. We may process an order a few days in advance of the chosen date due to holidays or corporate events.

Q12

How do I, or my Members, change or cancel automatic monthly orders from VMAlife?

You can change or disable your automatic monthly order by logging into your Back Office or by calling Members Services. Same goes for your Members. The monthly orders must be cancelled at least 3 days before the billing date. If the request is received after that date, it may not be processed in time to make the change or cancel the order for the current month.

Q13

What should I do if I receive damaged goods?

VMAlife is dedicated to shipping quality products. It is the responsibility of the Member to verify the condition of each item upon receipt of the order and refuse to accept any damaged goods. If damaged shipment is left at the door or if a Member discovers after the fact that any part of their shipment is in less than satisfactory condition, the Member must immediately contact Members Services.

Q14

What happens if I do not receive my products?

In the rare case that a VMALife Member does not receive his or her order, the Member must report the missing shipment to Member Services within fifteen (15) days from the date of their original order and VMALife will issue the replacement order.

Q15

What will happen to my VMALife account if the products I order are out of stock?

Items that are on back-order will be shipped as soon as stock becomes available. Credit for the products on back-order will be applied to the volume period during which the products were ordered and paid for.

Q16

Can my Members and I return VMALife products for a refund?

Yes. If you or your Members are not completely satisfied with the VMALife products, they can return the product to the local VMALife office. The Return Policy varies according to the country you are registered as a VMALife Member:

Hong Kong	- 14 days
Indonesia	- 10 days
Malaysia	- 10 days* ¹⁷
Singapore	- 60 days
Taiwan	- 30 days
Thailand	- 10 days

VMALife products that are returned for refund should be unopened, re-saleable and re-stockable. Members will not be reimbursed for shipping and handling (includes credit card finance charges) fees.

Q17

Where do we send the return VMALife products?

To ensure accurate processing of returned orders, Members should contact our Member Services representative first. Any products or merchandise being return must be pre-paid. Members are encouraged to use a traceable means of transport, as VMALife is not responsible for items lost or damaged in transport. For further information, you may contact your respective country's Member Services.⁴



Advertising and Promotional Policies

Q1

Can I retail VMALife products?

Yes, VMALife Members are allowed to retail product in countries where VMALife has an official corporate presence. VMALife Members are prohibited from retailing the product in countries where VMALife is open as a **Not for Resale** opportunity.

Q2

Where can I retail VMALife products?

You can retail VMALife products in:

- Tradeshows and expositions (no swap meets, or garage sales);
- Private clubs in areas not in view of the public; and
- Professional offices that operate by appointment, such as doctors, dentists, chiropractors.

You cannot retail VMALife products in:

- Business / Retail outlet or office;
- Online, such as eBay and other online auction sites, Craigslist, Internet store fronts, other than your Member site; and
- Home shopping networks such as HSN or QVC

Q3

Can my Members purchase directly from VMALife?

Yes. Your Ordinary Member(s) can sign up to purchase directly from VMALife. If your Ordinary Member later chooses to become an Affiliate, they must keep the same Sponsor and Enroler.

Q4

How do I introduce people to VMALife?

As a Member in good standing, you can introduce someone to VMALife through your free personalized Member website, the VMALife smart phone app, or in person. They can join your sales organisation online or by calling Member Services.

Q5

Who trains the people I introduce to VMALife?

VMALife provides you with tools, information, and events to help you advertise and get Members, but you are responsible for training new Members. This does not mean you are left on your own. Your upline leaders will help with the training, and VMALife provides training events to which you and your team will have access, if you wish.

It is important to communicate regularly with your Members, which should include telephone calls, e-mail, and attending meetings with them. You also need to be available to answer their questions, and to monitor their activities to ensure that they are operating by the rules.

Q6

How do I advertise my VMALife business?

VMALife provides you with advertising materials that are pre-approved. This includes printed materials, video recordings, and a Member website. Your first choice should be to use these materials. If you want to create your own advertising or promotional materials, they must be approved by VMALife's Compliance Department before using them.

Q7

Can I advertise my VMALife business on social media?

Yes, but the content must be pre-approved by VMALife's Compliance department.⁸

Q8

Are there special rules for using social media for my VMALife business?

Yes. You must keep in mind that social media's strength is in its ability to provide you with the opportunity to participate in interactive discussions and build relationships, but it is not the best place to advertise products or opportunities. It is too easy for unauthorized product and income claims to inadvertently end up on social media, which are then rapidly spread throughout the internet. To minimize these risks, VMALife expects you to adhere to the social media policies in *Endnote 8*.

Q9

Can I use the Internet to advertise my VMALife business?

Yes, but only through VMALife provided Member websites, VMALife smart phone Apps, and VMALife-provided web buttons, banners and online content. This means that you can only sell VMALife products online using the VMALife website and VMALife App, and other online tools we provide to you.

You can have your own website, but it must be represented as an "**Independent VMALife Member**" website, generic and cannot contain information on VMALife's products, services or opportunity. You may link your generic website to your Member Website⁹.

Q10

Can I create my own smart phone "app" for my VMALife business?

VMALife provides smart phone apps to be used in your business. You can't create or promote any other type of app for use in a VMALife business.

Q11

Can I create my own audio or video recordings to advertise my VMALife business?

No, you cannot publish or use any live or recorded video or audio material, in any medium, for the purpose of presenting or introducing VMALife, its products and services.

You can publish or use videos or audios that are generic that do not contain information on VMALife, its products, services, or opportunity. You cannot record speeches, conference calls, or other presentations by VMALife speakers, endorsers, corporate officers or employees. ¹¹

All VMALife materials, whether printed, electronically produced, computer generated on film, or produced by sound recording, are copyrighted and may not be reproduced, in whole or in part, by VMALife Members or any other person, except authorized by VMALife.

Q12

Can I sell my own marketing materials, such as flyers, brochures, CD's and videos at any Company-hosted event?

No. You cannot sell any marketing pieces at a Company-hosted event.

Q13

Can I use audio and video recordings produced by VMALife?

Yes. If you are using YouTube, you must link to our site only as VMALife will often add and refresh videos to give you the most up-to-date information relating to our business.

Q14

Can I use telemarketing to sell products or promote my VMALife business?

No. You can't use telemarketing for your VMALife business, including automatic calling devices.¹¹

Q15

Can I list my VMALife business in the White Pages or Yellow Pages?

Yes, but you must identify yourself or your business in the listing as an **"Independent VMALife Member"**. You must identify yourself or your business as an independent Member whenever you operate your business.

Q16

Can I use testimonials/endorsements to advertise VMALife's opportunity and products?

Yes, you can use company-approved testimonials or they must be pre-approved by VMALife's Compliance Department.¹²

Q17

May I sell "sales, member or business leads, or other non-VMALife products and services" to other Members?

No. You may not sell "sales, member or business leads, or other non-VMALife products and services" to other Members or receive any form of payment from such activity, unless you receive prior written approval from VMALife.

Q18

I would like to contact the media about VMALife, can I do that?

No. You can't contact the media about VMALife.

If you are contacted by the media about VMALife, you must contact us at asia@vmalife.com. You can't respond to media requests. This must be done by VMALife corporate team.

Q19

What claims can I make about VMALife products?

We provide you with the claims that can be made about the VMALife products. No other claims can be made by you.

Furthermore, you cannot claim that VMALife products can be used in the treatment, prevention, diagnosis, or cure of any disease.

For example, you cannot claim that drinking VMALife will help treat diabetes, heart disease, cancer, or any other disease. Members should recommend to any Member who is currently under a physician's care, or any medical treatment, to seek the advice of their healthcare provider before altering their nutritional regimen.

Can I use VMALife's trademarks in advertising my business or selling products?

We give you limited permission to use certain trademarks, logos, product names and copyrighted material in relation to your VMALife business. Any VMALife Members with a domain name utilizing any of the Company's Marks (i.e. "VMALife", "Velixir", etc.) are subjected to the Company's right to request the VMALife Member domain name be transferred to the Company. Members must also state on their websites that they are Independent Member.

Testimonials, health/medical claims, income claims or disparaging domain names, comments, remarks, etc. will not be allowed. VMALife reserves the right to take appropriate actions for any violations of this policy. You do not get any ownership rights in these trademarks, logos, product names or materials. If your Member business is cancelled, you lose the limited permission to use our trademarks, logos, product names and copyrighted materials.



Confidentiality Policy

Q1

What laws apply to my VMAlife business?

There are various laws and regulations that apply to your business. You are responsible for knowing about and complying with these laws and regulations. If you violate a law or regulation in the operation of your business your VMAlife membership may be terminated.¹⁴

Q2

Can I use the list of the VMAlife Members in my sales organisation for other businesses?

No. Your sales organisation information is a trade secret of VMAlife and confidential. You can only use this confidential information of VMAlife to manage your VMAlife business and you must not disclose this information. You must abide by the terms of the **Confidentiality and Restrictive Covenant Agreement** set out in the Endnotes.¹⁵

Q3

Will VMAlife send e-mail messages and text messages to me about my VMAlife business?

Yes. By agreeing to this P&P, you consent to VMAlife sending commercial electronic messages, including e-mails and text messages related to your VMAlife business. You can withdraw your consent at any time, but keep in mind that certain e-mails are required as part of your VMAlife business.

Q4

How does VMAlife protect my privacy?

You authorise VMAlife to collect and use your personal information on the understanding that VMAlife takes every step possible to protect the privacy of your personal information. VMAlife may use your personal information for such things as billing issues, Members Services, network management, promotions, and other uses to help you operate your business.

You can revoke your authorisation for us to collect and use your personal information, but this may affect your ability to run your business.

Q5

Can VMAlife change this P&P?

Yes. Because the business environment changes from time to time, VMAlife has the right to make changes to this P&P. If you decide to continue to be a Member after changes to the P&P, you agree to these changes.

Q6

How will I be notified of changes in the VMAlife P&P?

We will post changes to the P&P on www.vmalife.com, which means that you will need to check the website regularly. VMAlife may send e-mails and put up notices in your Back Office for important changes.

Q7

Will VMAlife make exceptions to this P&P?

There may be times when we will want to make an exception to the P&P, but that does not mean we lose the right to require you to comply with the P&P in the future. Whether to make an exception is solely the decision of VMAlife, and any exception must be in writing and signed by an officer of VMAlife.

Q8

How do I know that other VMALife Members will be ethical when running their business?

VMALife is a family-oriented company, which means we expect Members to run their business honestly, ethically, and with integrity. Every person who is accepted by VMALife as a Member confirms they have not been convicted of an indictable offence, charged with a crime against morality, or violated a court order.

If a Member's conduct reflects negatively on VMALife or is a danger to other Members, we must be told of this immediately.

Q9

I heard a Member saying bad things about VMALife, what should I do?

You should report this immediately to VMALife. All Members agree that they will not disparage VMALife, other Members, VMALife products and services or VMALife employees or officers. "Disparage" means making statements, whether true or false that:

- hurt the reputation of VMALife, its Members employees or officers;
- discredit VMALife products, services; or
- present VMALife, VMALife Members, and VMALife employees, products or services in a negative light.

Also, if a Member does something illegal, is guilty of disparagement, is discourteous, deceptive, misleading, unethical, or immoral, not only does the Member violate this P&P, but they will also have to pay us for any loss or damage that VMALife might suffer.

What happens if I violate the VMALife rules?

If you violate the VMALife P&P, you may be contacted by the Compliance Department for an explanation. We will try to resolve the problem informally with you either on the phone or in writing, but if that does not work, you or VMALife can ask to have a mediator help us work out the problem.

If either of us chooses not to mediate or the mediation fails, then we will submit the matter to an arbitrator, not the courts. This means that there will not be a trial by a judge and jury. We both agree that our disputes will not be tried as a class action. We will use local law for this matter. If it turns out that a policy is not valid, the invalid parts of the policy will be deleted and the remaining portion will still be effective as if the invalid portion never existed. For the full details of the dispute resolution process, see the Endnotes.¹⁶



END NOTES

1

Your Account (Back Office)

When your application is accepted by VMALife, you will be issued a VMALife Identification Number ("VID"). Once you have a VID you can set up a user name and password to access your Back Office. To access your Back Office, go to VMALife.com and click on "Account Login" and insert your user name and password. You will then be in your Back Office where you can check your order history etc. Explore your Back Office - it is a powerful tool to help you build your business.

2

Succession

If a Member dies, his or her rights and obligations are passed to his or her heir(s). The heir(s) must send VMALife an application, along with any documentation we need. The successor can be an existing Member.

3

Assignment of Member Business

Assigning, pledging, encumbering, or otherwise transferring your VMALife Member business is prohibited unless approved in writing by VMALife. VMALife reserves the right to make exceptions in its sole discretion to the policy regarding sale, assignment, pledge, encumbrance or transfer of a VMALife business. These exceptions could include, but not be limited to, requiring production requirements, allowing the sale of business that is not an Executive.

Local Offices in Asia

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Monthly Delivery

Monthly delivery is a recurring monthly order that you can choose to have delivered to you each month, saving you the trouble of having to call in or go online.

Social Media

a) Product claims

Social media sites cannot include claims as to the therapeutic or curative properties of any VMALife products. Product testimonials, including personal testimonials, must be truthful and not misleading and cannot include any claim that VMALife products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Testimonials on social media must abide by the local Regulatory Authority Guidelines, including the obligation to disclose a material connection between the Member and VMALife.

b) Income claims

Income claims must be accurate and not misleading and the Member must show, provide, or link to the VMALife Disclosure Statement located in the Opportunity section of vmalife.com.

c) Advertising

All content on social media is subject to VMALife's advertising policies and must be approved by VMALife prior to use. Members must indicate on all social media sites promoting their VMALife business that they are an "**Independent VMALife Member**".

d) Social Media Etiquette

- i Make it clear in your social media postings that you are speaking on your own behalf. Never post anonymously to social media sites, especially when your post involves VMALife.
- ii If you communicate about VMALife, be accurate, respectful, professional, and honest.
- iii If you see content on social media that reflects poorly on VMALife or is a violation of VMALife policies, you should contact VMALife's Compliance department. Protecting VMALife's goodwill, brands, and reputation protects your business.
- iv Do not use VMALife's trademarks, trade names, product names, service marks, symbols, logos, colour schemes, slogans or copyrighted material, or post any confidential or proprietary information of VMALife, without prior written permission from VMALife's Compliance department.

v Do not use copyrighted material without permission, including music and videos, and where appropriate, reference sources of particular information you post or upload.

vi Do not post anything that VMALife, VMALife Members, suppliers, or vendors would find offensive, including pornography, ethnic slurs, obscenity, and sexist or discriminatory comments.

vii Do not post anything related to VMALife or VMALife Members without written permission, including without limitation, their address, email address, or other personal data.

Social media includes social networks such as:
Facebook, Twitter, WeChat and Google +;

Image services such as:
Instagram, Pinterest and Flickr;

Video sites such as:
YouTube, Vine, and Snapchat;

and Blogging sites such as:
Blogger, Livejournal, Wordpress, and Tumblr

7

Websites

The VMALife-provided website (“**Member Website**”) is the only authorized website in which Members are allowed to promote the VMALife business opportunity, products or services for with the exception of Star Ambassadors and above. Members at the rank of Star Ambassadors and above can create their own VMALife branded marketing website provided they receive prior written approval from the Compliance Department.

This does not preclude Members from using a generic website or training website (collectively, “Training Website”), but it must be generic and must not incorporate VMALife trademarks, trade names, product names, service marks, symbols, logos, colour schemes, slogans and copyrighted material (“Intellectual Property”). These Training Websites must not contain information on VMALife’s products, services, opportunity, photos or videos of products or corporate facilities/personnel. Members may link their generic Training Website to their Member Website, provided they adhere to the Linking Policies below.

Linking Policy

If a Member chooses to link to his/her Member Website or any Training Website, he/she must follow this **Linking Policy**.

The links must not:

- a) Imply that VMALife endorses the website's content;
- b) Use any VMALife Intellectual Property, unless provided by VMALife;
- c) Contain content or material that could be construed as illegal, offensive, obscene, pornographic, or distasteful;
- d) Include false or misleading information about VMALife
- e) Misrepresent any relationship with VMALife;
- f) Operate in violation of any applicable federal, state, provincial, district, territorial, or local law, rule, or regulation;
- g) Contain content that violates or infringes upon the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity, or privacy or any other right of any entity or person or contain material that is disparaging or libellous; and
- h) Promote the products or opportunity of any other direct selling company.

Search Engines

VMALife continues to ensure that the company websites appear high in the search results so that Members can find our products and opportunity. The design of Member Websites does not allow an individual Member to register with search engines; however, Members can use paid listings.

Paid listing results, which are usually identified as "Sponsored Links" or "Sponsored Sites," can be utilized by a Member. The headline of the paid listing and the keywords cannot contain VMALife Intellectual Property; however, they can contain generic statements such as "nutritional beverages," "healthy energy drinks" and "weight loss," so long as those statements are in accordance with the laws where the Member resides.

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Videos and Audio Messages

Members cannot create, publish, produce, use, or maintain, directly or indirectly, any live or recorded video or audio material, in any medium, for the purpose of presenting or introducing VMALife, its products and services. This does not preclude Members from the use of video and audio messages that promote the products or opportunity in general terms. These videos or audios must be generic, must

not incorporate VMALife Intellectual Property, and may not contain information on VMALife, its products, services, opportunity, or photos or videos of products or corporate facilities/personnel.

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Telephone / Fax / Computer Solicitation

The use of VMALife's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Members or retail Members. Members are prohibited from unsolicited telephone marketing calls, faxes, and text messages. VMALife does not engage in telemarketing activities and none of its Members are authorised to engage in telemarketing activities on VMALife's behalf.

In addition, VMALife cannot give you legal advice. If you, as a Member decide to engage, on your own behalf, in the very limited types of telemarketing activities permitted by law, it is your responsibility to consult with a solicitor who is knowledgeable about this area of law and familiarise yourself with applicable federal law and the laws of any state in which you conduct business.

Furthermore, although VMALife's P&P (which are applicable to all Members) has always required you to fully comply with all federal, state and local laws, and VMALife had also previously issued Rules and Regulations relating to telemarketing, we have recently concluded that even more restrictions on telemarketing activities are appropriate.

Effective immediately, the following policies must be adhered to:

a) AutoDials

Members may not use autodialers to offer VMALife products, or the earnings opportunity.

b) Pre-recorded or artificial voice messages

Members may not use pre-recorded or artificial voice messages to offer VMALife products, or the earnings opportunity, unless:

- i. you have an established business relationship with the recipient, or
- ii. you have obtained the prior express consent of the recipient to the use of such pre-recorded or artificial voice messages.

c) Unsolicited faxes / e-mail messages

Members may not send a fax message or an e-mail message to anyone with whom you do not have an established business relationship, or who has not given you prior express permission to do so.

d) Do Not Call Lists/Data Protection Law

- i. Members may not contact, either by telephone or by fax, any person or entity whose telephone number is on any government sponsored "Do Not Call" list.
- ii. You must also maintain your own "Do Not Call" list that records the number(s) of any person or entity that requests that they not be contacted by you. Furthermore, you must maintain a written policy governing the "Do Not Call" list, and all personnel engaged in telephone solicitation on your behalf must be trained in the existence and use of the list. It is your responsibility to consult with your solicitor to determine the requirements of national and any state laws relating to "Do Not Call" lists or Data Protection Laws, and to comply with those requirements.

e) Further Restrictions

Any person or entity making a telephone solicitation must, at the beginning of the message, provide the called party with the name of the individual caller and the name of the person or entity on whose behalf the call is being made. The person or entity on whose behalf the call is made must also provide a telephone number or address at which such person or entity may be contacted. In addition, no calls may be made before 10:00 a.m. or after 7:00 p.m. (local time at the called party's location).

f) Electronic Communications

The Spam Act 2003 ("Spam Act") that governs the use of email, short message service, multimedia message service, and instant messaging messages to advertise or promote a commercial product or service, applies to all Members who promote the sale of VMAlife products or the earnings opportunity by sending email, regardless of whether the Member has a pre-existing business or personal relationship with the recipient. Failure to obey the requirements of the Spam Act could result in enforcement actions, and severe financial penalties. Members may not send unsolicited commercial email or unsolicited bulk email. Members are prohibited from sending messages unless the Member has a prior existing business or personal relationship with the recipient

or the recipient has provided prior affirmative consent to receive the message.

“Prior existing business relationship” means a relationship formed by a voluntary, two-way communication between the Member and the recipient based on the recipient’s prior purchase, transaction, or inquiry.

“Personal relationship” means a relationship based on the recipient’s status as a family member, friend or acquaintance with respect to the Member.

“Affirmative consent” means that the recipient has expressly consented to receive the message, either in response to the Affiliate’s clear and conspicuous request for such consent or at the recipient’s own initiative. Consent must specifically address receipt of messages regarding VMAlife products or the earnings opportunity. It is the Member’s responsibility to ensure his or her compliance with all laws and regulations.

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Local Regulatory Authority Guidelines Concerning the Use of Testimonials and Endorsements

All endorsements and testimonials must reflect the honest, accurate experiences and opinions of the endorser. Endorsements and testimonials may not contain representations that would be deceptive, or could not be substantiated. You must have adequate proof and/or scientific evidence to back up the endorsement/testimonial that the results shown are typical and clearly and conspicuously disclose the generally expected performance in the circumstances shown for the endorsement/testimonial. Simply stating that, “Results not typical” or “Individual results may vary” is not enough.

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Income Claim Restrictions

Check your national consumer laws for specific details on income claim restrictions.

Foreign Corrupt Practices Act

In conformity with the Corrupt Practices Act, similar legislation in other countries, and with this P&P regarding business practices, a Member must not directly or indirectly make an offer, payment, promise to pay, or authorize payment or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing a decision or act (including a decision not to act) of an official of any Government, employee of a Government-controlled entity, or of an employee of any company or inducing such a person to use his influence to affect any such decision or act in order to assist the Member or VMALife in obtaining, retaining or directing any business.

Confidentiality and Restrictive Covenant Agreement

[Part 1] CONFIDENTIAL INFORMATION

- Sales organisation reports and all other reports, including, but not limited to, sales organisation information, which are also trade secrets of VMALife; and
- Information, including a formula, pattern, compilation, program, device, method, technique or process, that:

- i Derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
- ii Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

[Part 2] USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- Whenever VMALife makes available to the Member Confidential Information, it shall be for the sole purpose of conducting VMALife business.
- You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than VMALife Members, without the prior written consent of VMALife.
- You shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for your own benefit, or for the benefit of

anyone else, other than for the purpose of conducting your VMALife business.

- You shall maintain the confidentiality and security of the Confidential Information in your possession and protect against disclosure, misuse, misappropriation or any other action inconsistent with VMALife's rights.

[Part 3] FURTHER RESTRICTIVE COVENANTS

In consideration to VMALife for the receipt of Confidential Information, you further agree you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of VMALife's contractual relationships with any VMALife Member.

a) Without limiting the generality of the foregoing, you agree not to:

i Directly or indirectly, contact, solicit, persuade, introduce, or accept any VMALife Member or anyone who has been a VMALife Member for the last six months, into, or to encourage any such person in any way to promote opportunities in marketing programs of any direct sales company. This includes, but is not limited to, soliciting VMALife Members to sell or purchase products or services other than the Company products or services, regardless of what type of product is sold by the other direct sales company or network marketing company.

ii Directly or indirectly engage in cross-line recruiting. "Cross-line recruiting" is defined as contacting, soliciting, or persuading an individual or entity that is already a Member of VMALife to enrol with a different enroler. The use of a spouse or relative's name, trade name, d.b.a., assumed name, corporation, partnership, trust or fictitious ID number, or any other device or contrivance to circumvent this policy is strictly prohibited. A Member shall not demean, discredit, or defame other VMALife Members in an attempt to entice another Member or prospective Member to become part of his or her organisation.

iii While a VMALife Member, appear in, be referenced in, or allow your name or likeness to be featured or referenced in any promotional, solicitation materials for any direct sales company other than VMALife. This includes, but is not limited to, maintaining a Website or Social Media site, or participating in conference calls or other recruiting, field or company-related events or activities for any direct sales company other than VMALife.

b) In addition, any action taken by a Member while building their sales organisation that is found to be detrimental to VMALife will be subject to disciplinary action, up to and including suspension and/or termination of his or her Membership.

c) Violation of any provision of this Confidentiality and Restrictive Covenant Agreement ("Confidentiality Agreement") constitutes a Member's voluntary resignation and cancellation of his or her membership, effective as of the date of the violation.

d) Violations of this Confidentiality Agreement are especially detrimental to the growth and success of other VMALife Members' businesses. In addition to relief sought by harmed Members, VMALife may also seek and obtain from the violating Member damages for violations of this Confidentiality Agreement. If litigation or arbitration is undertaken to recover damages as specified herein, the prevailing party shall be entitled to an award of legal fees and expenses.

[Part 4] TERMS

The agreements contained in this Confidentiality Agreement of the VMALife P&P shall remain forever and in perpetuity, except that the agreements contained in [Part 3] (a)(i) "Further Restrictive Covenants" shall remain in full force and effect during the term of the previously executed between VMALife and you, and thereafter until the latter of one (1) year from your latest receipt Agreement of any Confidential Information or nine (9) months after the expiration, resignation or termination of such Agreement and the agreements in [Part 3] (a)(ii) shall remain in full force and effect during the term of the Member's Agreement.

[Part 5] RETURN OF INFORMATION

Upon termination of the Agreement between VMALife and you, you shall return all copies of the Confidential Information in the Member's possession or control. Upon request by VMALife, you shall certify to VMALife, by sworn affidavit that you have returned all copies of the Confidential Information in your possession or control and that no other copies of the Confidential Information exist in your possession or control.

[Part 6] BREACH AND REMEDIES

You acknowledge that VMALife would suffer irreparable harm as a result of any unauthorised disclosure or use of the Confidential Information and that monetary damages are insufficient to compensate VMALife for such harm.

Therefore, if you are in breach of this P&P, VMALife is entitled to a temporary restraining order or injunction, without notice to you, restraining any unauthorised disclosure or use of the Confidential Information in addition to any other available remedy, including damages. In any such action, if VMALife prevails, you agree you are to reimburse VMALife for its costs and reasonable legal fees incurred in connection with taking the legal action.

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Dispute Resolution / Waiver of Jury Trial

If a dispute arises relating to any relationship between or among VMALife, its Members, officers, employees, distributors or vendors, or arising out of any products or services sold by VMALife, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory matter.

In the event such efforts are unsuccessful, either Party may serve a Notice of Mediation/Arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective upon receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the applicable rules permitting subsequent modifications, it shall specify the claims or issues that are to be addressed in the mediation/arbitration.

If the dispute cannot be resolved by mediation, or a party chooses not to mediate a dispute, the Parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to binding arbitration in accordance with the commercial rules your local regulation then in effect, except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure.

If a current or former Member breaches any of his/her/ its obligations contained in the P&P, the applicable post-cancellation restrictions will be extended by and tolled for the length of time that the current or former Member is in breach.

Cooling-off Period (only applicable to VMAlife Malaysia)

This "Cooling-Off" period is simply a way to resign if a Member is not completely satisfied with their Membership, products, performance, quality or any other reason. Refund will be issue by VMAlife after deduct the shipping and handling (includes credit card finance charges) fees to the original payment method.

END



www.vmalife.com

