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MULTI-LEVEL SALE AGREEMENT

Multi-level sale agreement (hereinafter referred to as the “**Multi-level Sale Agreement**”) is entered into by and between QNET VN COMPANY LIMITED and multi-level sale participant (hereinafter referred to as the “**Independent Representative**”).

QNET VN COMPANY LIMITED (hereinafter referred to as the “**Company**”), head office: No. 13 Pham Viet Chanh, Nguyen Cu Trinh Ward, District 1, Ho Chi Minh City, Phone number: 028 7300 0875, Website: www.qnetvn.net, Legal Representative: Mr. Francis Soh Chee Ming and Ms. Nguyen Nha Nhu Uyen.

Information of Independent Representative

Independent Representative and his/her spouse who are both registered as Independent Representative will be issued a unique Independent Representative Identification Number by Company for all transactions relating to the Independent Representative account. Independent Representative, by entering into this Multi-level Sale Agreement, confirms that all of the information provided below is true and correct.

Full Name of Independent Representative: _____

Date of birth: _____

ID card/Citizen ID card/ Passport: _____

Date of issue: _____ Place of issue: _____

Permanent residence address: _____

Current residence address (permanent or temporary in case of non-residence in the permanent place): _____

Phone number: _____

Email: _____

Information of Spouse (apply in case of his/her spouse registered together as Independent Representative):

Full name: _____

Date of birth: _____

ID card/Citizen ID/ Passport: _____

Date of issue: _____ Place of issue: _____

Bank transfer information:

Bank account: _____

Account Holder name: _____

Bank: _____

Branch: _____

Full name of the Referrer: _____

Independent Representative Identification Number of Referrer: _____

Article 1. Definitions

Except as otherwise provided, the terms used in this Multi-level Sale Agreement shall have the

same meanings as those defined in the Policies and Procedures, Compensation Plan and other official documents of Company.

Article 2. Reference to relevant documents

- 2.1. Except as otherwise provided, documents included as Policies and Procedures, Compensation Plan and other official documents of Company (hereinafter referred to as “**Relevant Documents**”), after being registered and accepted by competent authority, are considered as an integral part of Multi-level Sale Agreement and as a basic for reference and comparison to this Multi-level Sale Agreement.
- 2.2. All amendments and supplementations of Relevant Documents will take effect and is binding between Company and Independent Representative after Company has registered and been approved by competent authority and notified on means of Company’s official communications to Independent Representative. These amendments and supplementations of this Relevant Documents will take effect as soon as they are approved by competent authority. Copies of all amended and supplemented Relevant Documents are publicly available at the head office of Company. If Independent Representative disagrees with amendments and supplementations of Relevant Documents, Independent Representative may request Company to terminate this Multi-level Sale Agreement by sending a written notice to Company within ten (10) working days from the day that Company notified on Company's official media to Independent Representative. Termination and liquidation of this Multi-level Sale Agreement at request of Independent Representative shall be governed by the terms and conditions set forth in the Relevant Documents after amendments, supplementations. After this time-limit, if Company does not receive any request to terminate this Multi-level Sale Agreement from Independent Representative, the amended, supplemented contents of Relevant Documents are deemed to have been approved by Independent Representative.
- 2.3. Relevant Documents are considered to be interrelated and complementary to each other. However, in the event of difference between the Relevant Documents and this Multi-level Sale Agreement, the Relevant Documents shall prevail.

Article 3. Registration for becoming an Independent Representative of Company

- 3.1. Conditions for becoming an Independent Representative:
 - 3.1.1. To be a Vietnamese citizen having full civil capacity in accordance with the laws. The foreigners are not be able to register for becoming an Independent Representative;
 - 3.1.2. Independent Representative does not fall into one of the following cases:
 - (a) People who are serving imprisonment sentences or former convicts for crimes of manufacturing, trading fake goods, manufacturing, trading forbidden products, making false advertisements, deceiving customers, appropriating property through swindling, abusing trust in order to appropriate property, illegally holding property, violating regulations of the laws on business under multi-level sale method;
 - (b) Multi-level sale participants who used to be fined for violating the following provisions which the time for being considered as having not yet been handled for administrative violations has not been expired:
 - (i) Multi-level sale participants carry out one of the behaviors as below:
 - Requesting other people to deposit or submit a certain amount of money in order to sign Multi-level Sale Agreement;

- Providing untruthful or confusing information about the benefits from participation in multi-level sale, about the feature and use of Products, about the operation of Multi-level sale enterprise;
 - Organizing conferences, seminars and training courses regarding multi-level business without a written delegation issued by multi-level sale enterprise;
 - Inducing, enticing, corrupting participants of other enterprises to join the network of enterprise which they are joining;
 - Using positions, authorization, social and career positions to encourage, require, induce, entice other people to participate in multi-level sale networks or to purchase goods traded via multi-level business; or
 - Performing multi-level sale activities in provinces where multi-level sale enterprise has not been granted the confirmation for the registration of its multi-level sale operations in such localities.
- (ii) Individual doing business via Multi-level method, organizing conferences, seminars and training courses, introduction of business activities by multi-level method of other organizations and individuals without being granted a multi-level sale registration certificate, unless otherwise prescribed by law;
- (iii) Individual from participating in activities of organizations and individuals doing business via multi-level method without being granted Multi-level sale registration certificate, unless otherwise prescribed by law;
- (c) Individual who is partner for partnership, owner for private enterprise or single member limited liability companies, the member for limited liability companies with two or more members, founding shareholders for joint stock company, legal representative of enterprise which do not include organizations or individuals who have ever held one of the above positions in a multi-level sale enterprise that has been revoked Multi-level sale registration certificate in accordance with regulations of the Government's Decree No. 42/2014/ND-CP dated May 14, 2014 and the Government's Decree No. 40/2018/ND-CP dated March 12, 2018 ;
- (d) Foreigner, or Vietnamese who settles abroad without ID card, citizen identification card (still valid), issued by Vietnamese competent authority;
- (e) Cadres and civil servants in accordance with regulations of law on cadres and civil servants;
- (f) To be a multi-level sale participant of another company at the time of registration for becoming an Independent Representative.
- 3.1.3. It is compulsory to sign the Multi-Level Sale Agreement under the form of Company.
- 3.2. To become an Independent Representative, people who wish to participate in the Company's multi-level sale network shall complete and submit the following documents to the Company:
- 3.2.1. 02 sets of Multi-level Sale Agreement under Company's form (Company keeps 01 copy and Independent Representative keeps another one);
- 3.2.2. 01 copy of valid ID Card, Citizen ID Card or Passport (notarized copy or original for comparison);

- 3.2.3. 01 copy of documents proving information on individual bank account; and
- 3.2.4. 02 3x4cm photos.
- 3.3. Multi-level sale participant will only become an Independent Representative if his/her Multi-level Sale Agreement is accepted by Company. Company has the right to accept or decline to sign any Multi-level Sale Agreement at its sole discretion.
- 3.4. Independent Representative is required to participate in the Basic Training Program free of charge organized by Company, granted written confirmation on the completion of the content and duration of the Basic Training Program (hereinafter referred to as “**Basic Training Certificate**”) and entering into a written commitment under Form No.13 of Decree 40/2018/ND-CP before being issued a Membership Card.

Article 4. Rights and Obligations of Independent Representative

Independent Representative will have rights and obligations as regulated in this Multi-level Sale Agreement and the Relevant Documents. As soon as required by Company, Independent Representative shall provide Company with evidences to prove that Independent Representative has fulfilled its obligations, if any, in accordance with this Article.

4.1. Independent Representative has the following rights:

- 4.1.1. Self-manage its business with Company, decides on his/her own to purchase and sell Company's Products by the Independent Representative Identification Code;
- 4.1.2. Independent Representative, after completing the Basic Training Program and being issued Membership Card, may sponsor others to become an Independent Representative to develop his/her multi-level sale network. Only an Independent Representative has the right to introduce Customer and/or another new Independent Representative to the Company; and
- 4.1.3. Independent Representative may receive documents and other communications information periodically from Company. Independent Representative can be invited to support services, training, motivational transmission and recognition sponsored by Company. Independent Representative can also be invited to participate in competitions and promotions, reward sponsored by Company for Independent Representative.

4.2. Independent Representative has the following obligations:

- 4.2.1. Independent Representative only perform marketing, sales and development of multi-level sale network after being granted Membership card;
- 4.2.2. Present his/her Membership card before introducing or marketing, selling goods;
- 4.2.3. Sufficiently and truthfully provide information on Company, goods traded via multi-level sale method, the Relevant Documents of Company;
- 4.2.4. Participate in Basic Training Program, sign the Commitment as Form No. 13 promulgated in Decree No. 40/2018/ND-CP to be issued: (i) Basic Training Certificate and (ii) Membership Card by Company before marketing, sale and development sale network of Independent Representative;
- 4.2.5. Independent Representative is not allowed to give any claims or statements about Company or Company's Products except making reference to Company's Relevant Documents;
- 4.2.6. Only be allowed to introduce, disseminate the information mentioned in Company's Relevant Documents. Independent Representative will be subject to all legal

responsibilities arising from the presentation, providing of information not included in these Related Documents;

- 4.2.7. Comply with Multi-level Sale Agreement and Company's Relevant Documents and all amendments, supplementations of these materials approved by competent authority (if necessary) and published through Company's official media;
- 4.2.8. Independent Representative is not allowed to announce any information or to make any statement, in writing and/or verbally, causing loss of prestige or disadvantage to Company. Independent Representative shall respect Company's management rights at any time;
- 4.2.9. **Obligation for personal promotion:** Regardless of their rank, Independent Representative continuously promotes personal sales through the sale of Company's Products and serving existing Customers;
- 4.2.10. **Obligations to Downlines:** Any Independent Representative who introduces another Independent Representative to the Company is highly recommended to perform a bona fide assistance and training function to ensure that his/her Downline is properly operating and conducting his/her business as an Independent Representative. Regular contact and communication benefits both the Sponsor and their Downlines. Independent Representatives shall truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Independent Representatives. Nor may Independent Representatives use their own incomes, or other Independent Representatives' incomes, as indication of the success assured to others. Documents on commissions, bonuses and other economic benefits payment shall not be used as marketing materials. Independent Representatives shall not guarantee commissions, bonuses and other economic benefits and estimate expenses to prospective Independent Representatives;
- 4.2.11. **Information confidentiality:** Independent Representative is responsible for maintaining Company's network integrity. Any Independent Representative which is detected hacking information or interfering with or forging the Company's database or any part of Company's computer system (hardware and/or software) or trying to make any of the above, without proper permission, will be deemed to be a material violation of this Policies and Procedures and shall be handled in accordance with the relevant law. In addition, Independent Representative shall be responsible for compensation for all Company's damages and losses arising due to this violation; and
- 4.2.12. **Compliance with law:** Independent Representative shall comply with all provisions, regulations, laws relating to Independent Representative's business activities.

Article 5. Rights and Obligations of Company

In addition to other rights and obligations under this Multi-level Sale Agreement, the Relevant Documents and in accordance with the law of Vietnam, the Company also has the following rights and obligations:

- 5.1. Company reserves the right to use Independent Representative's personal information provided in this Multi-level Sale Agreement (including but not limited to permanent address, residential address, telephone number, email address, etc.) to send information to Independent Representative by post, via telephone, or text message to update Company's business activities related to Independent Representative;
- 5.2. In the course of business operation with Company, Company reserves right to use the Independent Representative's name, images or footage video with the appearance of Independent Representative taken or filmed in Company's events, or images or footage

video provided by Independent Representative to the Company for the purpose of promoting these events or supporting of Independent Representative's activities. Those name, image or footage video will be used in business supporting documents, and other official communications channels such as websites, facebook, mobile applications, posters, etc. for the purpose of business of Company;

- 5.3. Publicly announce the documents related to multi-level sale activities and Products of Company in accordance with the law of Vietnam, including: Form of Multi-level Sale Agreement, Compensation Plan, Basic Training Program, Policies & Procedures, List of Product Trading Via Multi-Level Sale Method and other documents of the Company required by the laws at Company's head office, branch, representative office and business location;
- 5.4. Strictly comply with the registered Policies & Procedures and Compensation Plan;
- 5.5. Create and announce sale price of goods traded via multi-level sale method and comply with such announced prices;
- 5.6. Issue invoice for each transaction of each Company's Independent Representative and Customers purchasing goods directly from Company;
- 5.7. Monitor the activities of the Independent Representative to ensure that the Independent Representative has complied with Multi-level Sale Agreement, Policies and Procedures and Compensation Plan of the Company;
- 5.8. Be responsible for Independent Representative's activities carried out at Company's head office, branches, representative offices, business locations or at the enterprise's conferences, seminars and trainings;
- 5.9. Deduct Independent Representative's personal income tax to submit to the state budget before paying commissions, bonuses or other economic benefits to Independent Representative;
- 5.10. Operate the information technology system to manage multi-level sale participants network in compliance with Article 44 of Decree No. 40/2018/ND-CP, be consistent with the technical explanation when registering for multi-level sale activities, ensure that Independent Representative can access and retrieve basic information regarding their multi-level sale activities;
- 5.11. Operate and regularly update information of website in Vietnamese to provide information about Company and Company's multi-level sale activities to meet the regulation of Article 45 of Decree No. 40/2018/ND-CP;
- 5.12. Operate communications system for receiving, resolving inquiries and complaints of Independent Representative, including phone number, e-mail and reception address; and
- 5.13. Comply with laws and regulations related to business conditions and the circulation of goods traded via multi-level sale method.

Article 6. Termination of Multi-level Sale Agreement

6.1. Cases of termination of Multi-level Sale Agreement

- 6.1.1. Independent Representative has the right to terminate Multi-level Sale Agreement by sending written notice to Company at least ten (10) working days in advance of the termination date of Multi-level Sale the Agreement.
- 6.1.2. Company is entitled to terminate Multi-level Sale Agreement if Independent Representative violates one of the following cases:

- (a) Perform marketing, sales and development of multi-level sale network when not being granted Membership Card yet;
 - (b) Not present his/her Membership Card before introducing or marketing, selling goods;
 - (c) Not comply with Company's Multi-level Sale Agreement and Policies & Procedure; or
 - (d) Provide insufficiently and untruthfully information on Company, goods traded via multi-level sale method, Compensation Plan and Policies & Procedure of Company.
- 6.1.3. Company has obligations to terminate Multi-level Sale Agreement in case that Independent Representative violates one of behavior as follows:
- (a) Request other people to deposit or submit a certain amount of money in order to sign multi-level sale agreement;
 - (b) Provide misleading or confusing information about the benefits of participation in multi-level sale networks, the function and use of goods and the operations of Company;
 - (c) Organize conferences, seminars and training courses on multi-level sale business without a written authorization issued by Company;
 - (d) Induce, entice, corrupt multi-level sale participants of other multi-level sale enterprises to join the network of the company;
 - (e) Use titles, power, social and career positions to encourage, require, induce, entice other people to participate in multi-level sale networks or to purchase goods traded via multi-level sale method;
 - (f) Perform multi-level sale activities in provinces where Company has not been granted the confirmation for the registration of its multi-level sale activities in such localities.
- 6.1.4. In addition, this Multi-level Sale Agreement is also terminated when Company expires its term of operation but does not renew; self-terminates its operation according to Company's sole discretion; be revoked its enterprise registration certificate; be revoked or expired multi-level sale activities registration certificate.

6.2. Process, procedure for termination of Multi-level Sale Agreement

6.2.1. In case of the Independent Representative sends a written notice to Company regarding termination of Multi-level Sale Agreement

(a) Step 1: Send a witten notice

ndependent Representatives send a written notice to the Company at least ten (10) working days prior to the intended date of termination of this Multi-level Sale Agreement.

(b) Step 2: Liquidation of Multi-level Sale Agreement

Within ten (10) working days from the date of termination of the Contract, the Company and the Independent Representative will review, calculate and agree on related rights and obligations including but not limited to by: (i) Commissions and other economic benefits to which the Independent Representative is entitled; (ii)

Debts, obligations of as well as deductions between the two parties; (iii) The return and redemption of goods;

Within the next 20 (twenty) working days, the Company will complete the payment of the Commission/Bonus after deducting the debts, deductibles and other financial obligations of the Company. Independent Representative (if any). The contract is liquidated after the two parties have fulfilled the related rights and obligations.

6.2.2. In the case of the Company terminates Multi-level Sale Agreement

- (a) **Step 1:** When deciding to terminate this Multi-level Sale Agreement with Independent Representative, Company will send a written decision on terminating Multi-level Sale Agreement (hereinafter referred to as “**Decision on Termination**”) to the address on Independent Representative's record.
- (b) **Step 2:** After Independent Representative receives Decision on Termination of Company:
 - (i) If Independent Representative desires Company to reconsider its Decision on Termination, Independent Representative shall send a written request for reconsidering Decision on Termination (hereinafter referred to as “**Request for Reconsidering**”) to Company within fifteen (15) days of receiving date of Decision on Termination.
 - (ii) If Company does not receive Request for Reconsidering within such period, this Multi-level Sale Agreement will be terminated at the expiry date of the Request for Reconsidering.. If Independent Representative sends Request for Reconsidering in mentioned period, Company will review Decision on Termination and notify the Independent Representative of the results within fifteen (15) days from the date of receiving Request for Reconsidering. Company will not reconsider Decision on Termination again.

In the event of Decision on Termination remains the same, effective date of Decision on Termination will be from the date Company notify the Independent Representative of the result of reconsidering.

(c) **Step 3: Liquidation of Multi-level Sale Agreement**

Within ten (10) working days from the date of termination of the Contract, the Company and the Independent Representative will review, calculate and agree on related rights and obligations including but not limited to by: (i) Commissions and other economic benefits to which the Independent Representative is entitled; (ii) Debts, obligations of as well as deductions between the two parties; (iii) The return and redemption of goods;

Within the next 20 (twenty) working days, the Company will complete the payment of the Commission/Bonus after deducting the debts, deductibles and other financial obligations of the Company. Independent Representative (if any). The contract is liquidated after the two parties have fulfilled the related rights and obligations.

Article 7. Effects of Multi-level Sale Agreement’s termination

7.1. Right after this Multi-level Sale Agreement is terminated for any reason, the Independent Representative shall:

7.1.1. immediately terminate use of documents which use brand, service brand, trade name and any signs, labels, stationery or advertising of or related to Products, plans or program of the Company;

- 7.1.2. not claim to be an Independent Representative of the Company;
- 7.1.3. lose all rights to Independent Representative position in the Compensation Plan, except for commissions, bonuses and other economic benefits that the Independent Representative is entitled to receive during the process participating in the Company's multi-level sales network is executed in accordance with the liquidation procedures mentioned in Article 8 below; and
- 7.1.4. Comply with Policies and Procedure and regulations of laws relating to the protection of Company's confidential information.

Article 8. Goods traded via multi-level sale method

Information on the name of goods, type, origin, packing specifications, utility, mode of use, sale price, conversion point and commission value shall be applied in accordance with List of goods trading via multi-level sale method registered to competent authority.

Article 9. Information of Compensation Plan and Policies and Procedures

Information on Compensation Plan and Policies and Procedures is stipulated in detail at Compensation Plan and Policies and Procedures of Company registered with competent state authorities under the laws.

Article 10. Payment for commissions, bonus and other economic benefits

The Company will make payment of commissions, bonuses, promotions or other economic benefits in cash to the Independent Representative via bank transfer to bank account after deducting personal income tax of Independent Representative in accordance with laws.

Article 11. Commitment to buy back, return Products

The Company undertakes to implement the policy of exchanging, return, buy back products and returning money specified in Article 4 of the Policies and Procedures of Company, which has been registered with competent state authorities under the law.

Article 12. Miscellaneous provisions

12.1. Governing law

This Multi-level Sale Agreement is governed by the laws of Socialist Republic of Vietnam.

12.2. Dispute settlement

Any dispute, controversy or claim arising from or in connection with this Multi-level Sale Agreement, the Policies and Procedures and/or the Compensation Plan or the breach, termination or invalidity thereof (herein after referred to as the “**Dispute**”) shall first be sought to be resolved amicably between Independent Representative concerned and Company.

If Independent Representative and Company cannot resolve the Dispute by negotiation and reconciliation, the Dispute shall be referred to and finally resolved by arbitration administered by the Vietnam International Arbitration Centre (“**VIAC**”). Language of arbitration is Vietnamese and location of settlement the dispute is Ho Chi Minh City.

This Multi-level Sale Agreement will be made in 02 copies. The Independent Representative keeps 01 copy and the Company keeps 01 copy.

<p align="center">Independent Representative's Signature</p>	<p align="center">For and on behalf of QNET VN COMPANY LIMITED</p>
<p><i>I hereby agree to be bound by the terms set forth above.</i></p> <p>Full name _____</p> <p>On: _____</p>	<p>Full name: _____</p> <p>Position: _____</p> <p>On _____</p>
<p align="center">Spouse's Signature (if Sponsor registered together to become Independent Representative)</p>	
<p><i>I hereby agree to be bound by the terms set forth above.</i></p> <p>Full name _____</p> <p>On _____</p>	