

TERMS & CONDITIONS

MEMORANDUM ON GENERAL ETHICS

In line with our Corporate Policies and Procedures, we would like to remind all about our General Ethics, to wit:

6.1 GENERAL ETHICS

To preserve the integrity of the Company, all Prolife Members must observe the rules and regulations, code of conduct and ethical standards of the Company. **Non-compliance with these rules will mean automatic deactivation, suspension or termination of the account, depending on the severity of the offense.**

If an account has been suspended or deactivated, the Prolife Member has THREE (3) months to clarify the issue by reporting to the management in person. Failure to abide by this will lead to the permanent deactivation of the Prolife Member account. If an account has been permanently deactivated, it cannot be opened again. Once the Prolife Member wants to return to PROLIFE, he has to start fresh and buy a new account. However, approval of new application(s) will be subject to the discretion of the Company.

A Prolife Member must operate his/her business in an ethical, fair, professional, and courteous manner. The following must be observed and complied with by the Prolife Member:

- Must not act in any way detrimental to the business or reputation of the Company;
- Comply with the contract and all applicable laws;
- Operate his/her business honestly and with integrity;
- Must not make false or misleading claims about potential earnings or benefits of using the products of the Company;
- Must not pressure any PROLIFE MEMBER or potential PROLIFE MEMBER to buy, sell, or operate in an irresponsible way;
- Must not encourage or recommend any PROLIFE MEMBER or potential PROLIFE

- MEMBER to incur debt in order to participate in the business;
- Must not imitate, counterfeit, modify, change or alter any documents, signatures, files, dates or forms owned, issued or proprietary to the Company;
 - Must not use any fictitious identity or other deceitful means to purposely obtain personal gain and benefit;
 - PROLIFE MEMBER shall remain loyal to the Company at all times. PROLIFE MEMBER are encouraged to observe humility and respect towards fellow members; employees and/or business partners of the Company; and
 - They must not join, introduce, associate or any form of action that will benefit other companies which are directly in competition with the Company.

6.2 NON-DISPARAGEMENT

PROLIFE MEMBER shall not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, misrepresentations, or ill statements about:

- The Company;
- Its products and services;
- Others members and associates; and,
- Other companies, including competitors

6.3 ASSOCIATION WITH OTHER ORGANIZATIONS

The Company business is not based on race, gender, beliefs or political affiliations. When conducting training or presentations, selling products or products or promoting, PROLIFE MEMBER shall not promote, advocate, sell or introduce other company and their materials, whether religious, political, business or social, or implies any association of the Company with other companies not duly authorized by PROLIFE NWT. If the Prolife member has been caught selling, promoting, distributing, sharing and doing any activity pertaining to another mlm company, Prolife has the right to suspend and block the account. This includes all funds still within the accounts. The funds will not be returned until the account has been activated. If there is any suspicion that a member is doing any of the

above, the account will be temporarily blocked along with all funds until investigation is complete. All decisions will be made at the discretion of the management.

We are encouraging all Global Business Associate to abide by these guidelines to avoid inconvenient circumstances.

Please feel free to approach the Management for any clarification.

THE IBS

Prolife has partnered and tied-up with a legal and licensed gold partner in the United Arab Emirates to promote gold as its marketing arm in the Middle-East and other continents.

The gold weight is fixed. The gold bars will be stored with our legal tie-up partner.

For every encashment, there is a 5% processing charge. The percentage is based on the total value of the requested encashment.

This international bonus table tray is an added incentive for those who wish to participate in the prolife compensation plan.

There is no deadline or time frame for when a client exits the table or cycle.

Member can actively participate from direct referral and leadership bonus program.

Once a member completes the cycle, the member can participate in the next tray or participate once again in the current tray.

There are four kinds of tables:

- 1) Bronze
- 2) Silver
- 3) Gold
- 4) Diamond

A member cannot move to Silver Tray without graduating from the Bronze Tray.

To move directly to the Gold/Diamond Tray, the participating member must open a bronze account even if he/she does not complete the cycle.

For every table completed, 10% will be allocated for the purchase of gold, payment of shipping, activation codes, and prolife products.

Gold or products can only be sent once the cycle is complete.

Cross-lines are allowed in the International Bonus System only.

PAYMENTS

All payments should be made online or through bank transfer. Cash payments will not be accepted. Payments can also be made by credit card. There are no refunds or cancellations.

All invoices will be sent online via e-mail.

It is the responsibility of the sender to send the exact amount to participate in any table and to cover all remittance and transaction charges.

In case the net amount received does not match the required pay-in amount, the sender must send the difference before the code is issued.

In case excess amount is received, any excess amount will be credited to the customer's e-wallet.

All cash commissions will be paid either by cheque or remittance. All commissions that will be paid by remittance on a global scale will have the charges deducted from their total net commissions received.

Encashment can only be done once applied through the system.

The fixed currency for USD 1.00 is AED 3.67. USD 150 = AED 550. Official currency of prolife is AED since it is based in the United Arab Emirates. However, since Prolife is an international company, we are dealing in USD.

The net currency we will be accepting is in AED.

DELIVERY & SHIPMENT

All physical goods, whether product or gold, will be couriered. The official courier for Prolife Products worldwide is FedEx.

All shipping charges will be borne by sender.

MEMBERSHIP CONDITIONS

Every IBS member must be a prolife member. To be a Prolife member, there are three packages:

- 1) ENTRY – priced at AED 300
- 2) ASSOCIATE – priced at AED 500
- 3) DIRECTOR – priced at AED 1,500

For ENTRY, once AED 300 is paid, the client has the option to choose either SYSTEM or a GOLD BAR as part of the promotion and incentive. A SYSTEM is good for passive long-term income as they are able to participate in the original compensation plan of binary and direct referrals.

EXISTING PROLIFE MEMBERS NEED NOT PURCHASE NEW ACCOUNTS.

A member can participate in the leadership and direct referral program which is an added incentive and part of the IBS without any extra fee or charges.

The member is responsible for his/her own taxes or any other liability that may be imposed by their respective government or regulating bodies.

The member is responsible for his/her own expenses that may incur in growing and sharing his/her own business and team.

The member can join with his own free will and the company understands and assumes that the member has completely understood the International Bonus System, and the rules governing this incentive and the compensation plan.

The member has the right to choose from below options once the commissions are received from each table and cycle:

- 1) Buy prolife products.
- 2) Buy more table codes.
- 3) En-cash the commissions.
- 4) Reinvest into a new table.

A member has to be at least 18 years of age. If a member is below 18 years of age and wants to participate, a letter should be given from the guardian, along with a valid ID.

Each person is allowed to have three accounts maximum. Each person must be able to submit passport, front and backside of their national/residence ID.

Purchase of codes: A member can purchase an unlimited amount of codes, provided there is enough balance in their e-wallet.

IMPORTANT NOTE: For Bronze tray only: Need at least one (1) direct referral in order to receive the commissions. It is advisable to have at least 1 direct from the preliminary table.

For every completed cycle, the member is automatically promoted to the next tray level. The pay in is automatically deducted, the balance is for the member to enjoy.

Commissions will be released once a week.



MEMORANDUM on General Ethics

Terms and Conditions.

Date: 21-12-2015

To: All Prolife members

Effective: 01-01-2016

Subject: Revised terms and conditions.

In line with our Corporate Policies and Procedures, we would like to remind all about our General Ethics, to wit:

6.1 GENERAL ETHICS

To preserve the integrity of the Company, all MEMBERS must observe the rules and regulations, code of conduct and ethical standards of the Company. **Non-compliance with these rules will mean automatic deactivation, suspension or termination of the account, depending on the severity of the offense.**

If an account has been suspended or deactivated, the MEMBER has ONE (1) month to clarify the issue by reporting to the management in person. Failure to abide by this will lead to the permanent deactivation of the MEMBER account. If an account has been permanently deactivated, it cannot be opened again. Once the MEMBER wants to return to PROLIFE, he has to start fresh and buy a new account. However, approval of new application(s) will be subject to the discretion of the Company.

A MEMBER must operate his/her business in an ethical, fair, professional, and courteous manner. The following must be observed and complied with by the MEMBER:

- a) Must not act in any way detrimental to the business or reputation of the Company;
- b) Comply with the contract and all applicable laws;
- c) Operate his/her business honestly and with integrity;
- d) Must not make false or misleading claims about potential earnings or benefits of using the products of the Company;
- e) Must not pressure any MEMBER or potential MEMBER to buy, sell, or operate in an irresponsible way;
- f) Must not encourage or recommend any MEMBER or potential MEMBER to incur debt in order to participate in the business;
- g) Must not imitate, counterfeit, modify, change or alter any documents, signatures, files, dates or forms owned, issued or proprietary to the Company;
- h) Must not use any fictitious identity or other deceitful means to purposely obtain personal gain and benefit;
- i) MEMBERS shall remain loyal to the Company at all times. MEMBERS are encouraged to observe humility and respect towards fellow members; employees and/or business partners of the Company; and
- j) They must not join, introduce, associate or any form of action that will benefit other companies which are directly in competition with the Company. No oral, verbal, or written remarks of any sort shall be said against the company. All members must have a feeling and perception of equality towards other members even though they have different ranks or positions.

- k) Encoding of accounts on a different team or leg (cross-line) is strictly prohibited. It is not allowed and will not be tolerated.
- l) All members should adhere to the stipulated product prices.
- m) If a member wishes to export and/or import, it will only be their own individual responsibility and they will be the sender not the company.

6.2 NON-DISPARAGEMENT

MEMBER shall not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, misrepresentations, or ill statements about:

- a) The Company;
- b) Its products and services;
- c) Others members and associates; and,
- d) Other companies, including competitors

6.3 ASSOCIATION WITH OTHER ORGANIZATIONS

The Company business is not based on race, gender, beliefs or political affiliations. When conducting training or presentations, selling products or promoting, MEMBERS shall not promote, advocate, sell or introduce other company and their materials, whether religious, political, business or social, or implies any association of the Company with other companies not duly authorized by PROLIFE NWT. If the Prolife member has been caught selling, promoting, distributing, sharing and doing any activity pertaining to another MLM company, Prolife has the right to suspend and block his/her account. This includes all funds/commissions still within the account(s). The funds/commissions will not be returned until the account(s) has been activated.

6.4 Consequences of a member

As part of the terms and conditions as well as the Code of Conduct signed, and/or agreed by the members upon opening and registering their account with Prolife. An amendment has been added to the consequences of such actions based on clause 6.3. This clause is also mentioned in the Prolife application form. The accounts that may be affected will include the immediate family members including but not limited to, personal and/or joint accounts of spouse, children and/or 1st degree family members. Therefore all actions of one member could and may affect the immediate circle of the said member and their account(s) which may lead to de-activation, seizure or termination depending on the consequence(s). When an account is terminated or blocked, the following may happen:

- 1 – A minimum notice period of fifteen (15) days will be given to the member(s) before any action is taken on the account. The account holder will be given a chance to explain in writing the event or issue pertaining to de-activation, seizure or termination of his/her account(s). However final decision rests with the service provider.
- 2 - The funds in the said account(s) could possibly be converted as a pay-out and remitted as cheque to the affected member to clear his/her account(s). However this depends on the discretion of the management.
- 3 – A temporary freeze for a certain period to be determined by the management and/or core leaders until further investigation will be conducted to prove otherwise.
- 4 – Permanent blockage of the account(s) which could lead to termination.

5 – If a case or issue has been brought and signed by a few members, requesting for action to be taken against a fellow member, this will have to be analyzed before any decision is made and implemented.

6.5 Monthly Product Point Maintenance

In view of the need to further market our products, Prolife has now a monthly **maintenance policy of 1.5 personal product value points (PPV) per month**. This is in line with the expansion and growth of every member and their business, The 1.5 personal product value (PPV) points can be for any product of Prolife that has point value. If the monthly maintenance is not maintained, it will be deducted from the commission or should be paid prior to obtaining the commission(s). Please note the maintenance is based on Uni-level product value points only.

We are encouraging all Global Business Associate to abide by these guidelines to avoid inconvenient circumstances. The Management reserves the right to amend these terms and conditions at any given time with appropriate notice period of no less than 3 weeks.

Please feel free to approach the Management for any clarification or email at supp.pibsdxbuae@gmail.com and pnwt.assistgba@gmail.com.

Sincerely,

Prolife Management.

DATE: 21-12-2015

To: All members

Cc: Prolife officers

Effective date: 01-01-2016

Subject: Product Maintenance

In view of the need to further spread our products among our member, Prolife now has a monthly maintenance policy of 1.5 personal product value points per month. This is in line with the expansion and growth of every member and their business, The 1.5 personal product value points can be for any product offering of Prolife that has points. If monthly maintenance is not maintained, it will be deducted from the commissions or should be paid prior to obtaining the commissions. Please note the commissions are based on Uni-level product value points.

In effect, a monthly maintenance is required in order to be able to have the commissions released.

The product points and price sheet is available in soft copy. Kindly request your copy by email in order to obtain it as a guide in case you do not have it yet.

For example: 1 Prolife Gluta Plus Soap has 0.15 Uni-Level points.

Please contact the office on 04-2665373 for any more information or e-mail us on either pnwt.assistgba@gmail.com so we can assist you in a timely and accurate manner after proper investigation. You can also email supp.pibsdxbuae@gmail.com.

Sincerely,

Prolife Management