

TRANS4M, INC.
COMPANY, AFFILIATES & E-SELLERS POLICY | E-SELLER TERMS &
CONDITION
For Strict Compliance

INTRODUCTION

The rules and procedures embodied in this document are being implemented to regulate sales and marketing operations as well as prevent improper, illegal or abusive acts within the company. These policies shall govern the relationship between the E-Seller/Affiliate and TRANS4M, INC. and such other matters related to these policies.

Every E-Seller/Affiliate is expected to be knowledgeable of the following rules and abide by the same to ensure his or her success as well as that of the company.

“Ignorance of law and polices, excuse no one.”

SECTION 1 : E-Seller Policy/Agreement

As an E-Seller of TRANS4M Inc., I understand and agree to the following: THAT

- I am of legal age upon entering into this Agreement, otherwise, I will submit a parental consent waiver together with my application; I am capable of entering into a contract in accordance with the laws of the Philippines and must comply with all legal requirements for conducting business in the Philippines.
- This E-Seller Agreement is personal in nature and is non-transferrable nor assignable except in the event of my death, where law on intestate succession applies;
- I attest that I personally participated and consumed basic trainings prior to selling the TRANS4M products;
- I can now engage in selling of TRANS4M INC. products. Further, it is hereby understood that there is no required minimum product purchase that I need to make and no required minimum inventory that I need to maintain in order to sustain my status as an E-Seller
- I shall be eligible to sales bonuses, discounts, and privileges that may be granted by the company relative to my sales performance. Relevant to my sales activity, I further understand that sales bonuses, rebates and/or commissions are in accordance with the compensation scheme established in the TRANS4M Inc. Compensation & Marketing Plan, provided, that I have

achieved such sales performance in good faith, and that I have not violated any of the provisions of the company's policies

- TRANS4M, INC. members are considered "Independent E-Sellers" and as such, there shall be no employer-employee relationship between you and TRANS4M, INC. shall not be responsible for any misrepresentation made by its E-Sellers. No E-Sellers possesses the authority to bind TRANS4M, INC. to any obligation.
- I understand that I should secure and express written approval from the Management of TRANS4M or any of its authorized representative prior to making any form of marketing/advertising in mainstream media, social networking sites, internet, and online media, including, but not limited to audio, visual and printed materials, other than the Company's existing advertisement and marketing materials and postings on its official website and social media pages;
- I am aware that making any misrepresentations, revisions, modifications, or alterations of the Company's trademark, brand, logos, marks, marketing and compensation plan, products, advertisement, marketing materials, and other company provided marketing tools, is strictly prohibited. Otherwise, it shall be deemed violation of the Company's rules, regulations and policies;
- I shall diligently settle to the designated government agency/local government unit all due taxes from the taxable sales bonuses I have earned from TRANS4M INC..
- I am fully aware that the TRANS4M INC. reserves the right to modify, revise, and update its existing policies and business plan for the best interest of the company and its E-Sellers with 30 days prior notice;
- I conform to conduct all my sales activities in accordance with the existing laws of the Republic of the Philippines and release TRANS4M INC. from any liability arising from my own personal actions;
- I agree to follow the company's Code of Conduct and Ethical Standards with good heart and good will.

I hereby certify that the above information are true and correct to the best of my knowledge. In case of violation of any of the terms and conditions herein stipulated, I hereby agree and authorize TRANS4M INC. to revoke, deactivate, and/or suspend my privileges as Independent E-Seller without prejudice to any charges, criminal and/or civil, that TRANS4M INC. may charge against me, without limitation to any false information I have provided herein.

I fully understand and further confirm this authority that I am conferring TRANS4M to do so is with my own free will and volition, without any force, intimidation or undue influence employed upon me.

SECTION 2 : ENTITLEMENTS, DUTIES & RESPONSIBILITIES OF AN E-SELLER

ENTITLEMENTS

As a TRANS4M INC. e-seller, he/she can now engage in selling of all TRANS4M INC. products and shall be entitled to corresponding commissions, rebates, discounts and privileges, awards and incentives given by the company.

Resigned or terminated E-sellers, however, are no longer entitled to avail of the aforementioned commissions and benefits.

The rights and privileges given by the company cannot be transferred to another person.

INACTIVE ACCOUNT

An account is considered inactive when there has been no personal product purchase, personal sponsoring nor income encashment for a period of six (6) months. The company has the right to freeze or terminate inactive accounts and will be re-activated once communicated to the company's management.

ON TRANSFERRING OF ACCOUNT / SUCCESSION

Upon the death of the E-Seller, his/her account/s are transferable only to the latter's immediate family (father, mother, brothers, sisters and children).

Upon written request and approval by TRANS4M, INC., an E-Seller may voluntarily pass on to his/her successor all rights including rights to income and marketing position, together with E-Seller responsibilities and obligations.

The Company reserves the right to approve such voluntary transfers only on the basis of highly meritorious reasons.

CHANGE OF SPONSORSHIP/ TRANSFERRING TO ANOTHER GROUP

Except for authorized change of sponsorship, it is against company policy for any E-Seller to change sponsors. Unauthorized transfers are considered as acts of cross-lining and are strictly prohibited. TRANS4M, INC. will only consider the first valid registration and any subsequent applications or registrations will not be allowed.

It is strictly prohibited to engage in any activity that involves the soliciting of any E-Seller to transfer/move to a different group by making offers such as, but not limited to, free slots, marketing support, financial support, etc.

Should an E-Seller wish to transfer from or change his or her sponsor, the following conditions must be strictly met:

a. He/She must be inactive for at least six (6) months; b. He/She must submit a resignation letter to TRANS4M, INC. with intent to transfer sponsorship. Any existing down line of the transferring E-Seller will automatically roll up to the former sponsor and cannot be transferred to the next sponsor.

b. The resignation letter with intent to transfer must be approved by TRANS4M, INC. within 60 days.

Only complaints from active E-Sellers affected by the transfers stated above shall be entertained by management.

c. If your account is directly connected or sponsored by “Company Direct”, you can transfer to another active sponsor provided that you will purchase another package for the transfer.

INDEMNITY AGREEMENT

All E-Sellers agree to assure TRANS4M, INC.’s officers, agents and directors that the latter be held harmless against any claim, demand, liability, loss, cost or expense, including but not limited to legal fees, that may arise concerning the E-Seller or the E-Seller’s business.

CONFIDENTIALITY AGREEMENT

Authorization to Use Personal Information of the E-Seller

The E-Seller authorizes TRANS4M, INC. to:

a) Transfer and disclose personal and/or confidential information, which: i. Was provided to the Company in connection with the E-Sellers Agreement and the resulting group, or

ii. Has been developed as a result of the E-Seller’s activities as such
To

: i. Its parent and affiliated companies wherever located;

ii. Applicable government agencies or regulatory bodies if required by law.

iii. The E-Seller’s sponsor when the Company determines it is appropriate. However, the E-Seller will have the option to block the transfer of certain information that may be provided to the upline E-Sellers.

b) Use personal information for E-Seller recognition and the Company’s literature (such as testimonials, etc.) unless the E-Seller requests in writing that the Company not do so;

c) Any other disclosure, apart from the above will not be permitted.

Non-disclosure of Confidential Information from the Company

TRANS4M, INC. provides its E-Sellers the necessary information for the sole

purpose of furthering the company's business such as, but not limited to the sale of company products, and the sponsoring and training of applicants and down lines in the conduct of business. However, access to said information is conditioned upon the E-Sellers' commitment of non-disclosure and confidentiality.

During any term of the E-Seller, and for a period of four (4) years after termination of the E-Seller Agreement, you will not, for any reason, disclose the following information on your behalf, or on behalf of another:

- a) Any confidential information obtained during your E-Seller Agreement was in effect, related to or contained in the network to any third party directly or indirectly;
- b) Any password or access codes of the company to any third party directly or indirectly. The obligations of this section shall survive the termination of your account.

TERMINATION OF E-SELLERSHIP

An E-Seller's authorization is for life, unless terminated voluntarily or involuntarily.

Voluntary Termination

An E-Seller is considered to have voluntarily terminated his E-Seller Agreement upon receipt by the TRANS4M, INC. Head Office of his/her written notice of resignation. He/She is thereafter disallowed to register under another network for a period of six (6) months.

Involuntary Termination TRANS4M, INC. reserves the right to terminate the account of any E-Seller who violates the terms and conditions in the E-Seller Agreement, TRANS4M, INC. policies and procedures, or for other just cause. Involuntary termination is effective when the E-Seller receives actual notice of the termination.

DUE OBSERVANCE OF COMPANY POLICIES

To preserve the integrity of the company's business, E-Sellers must observe the company's rules, regulations and Code of Conduct and Ethical Standards. Violation of these rules will mean automatic deactivation, suspension or termination of account, depending on the offense. After the deactivation of an account, the E-Seller will be given two (2) months to clarify the issues pertaining to the deactivation by reporting to the management in person. Non-compliance will lead to the permanent deactivation of the account.

SECTION 3 : RESPONSIBILITY OF THE SPONSOR

Sponsors are responsible for their direct referrals in ensuring that they are properly trained with respect to TRANS4M, INC.'s products, policies and procedures, marketing plan and sound business practices. Such responsibility includes

- a) **TRAINING** by making sure that the member attends all the required trainings courses, and seminars of the company;
- b) **COMMUNICATING** to entertain the member's inquiries and advising them regarding the proper steps/strategies to take;
- c) **UPDATING** by informing the member regarding new policies and developments in the company.

SECTION 4 : CODE OF CONDUCT AND ETHICAL STANDARDS

CODE NO. 1: NO CONFLICT OF INTEREST AND EXPLOITATION OF TOOLS & STRATEGIES

All members shall at all times, follow the company policies being issued from time to time. They must not commit acts, which include but are not limited to:

Joining, representing, associating, sponsoring, conspiring in any mode or form for the benefit or advantage of companies, business groups, partnership or individual, directly competing with TRANS4M, INC. either locally or abroad;

Introducing, presenting, selling, promoting, nor offering in any manner their products, services, businesses, marketing programs and plans or a combination thereof, whether tangible or intangible

E.g :

An E-seller is promoting a Glutathione product from TRANS4M Inc. and the E-Sellers will sell another Glutathione from other companies.

CODE NO. 2: PROTECTION OF COMPANY REPUTATION

In consideration of the benefits and privileges given by the Company, all members must not make nor encourage written or oral remarks or statements, which tend to discredit and disrepute the company

CODE NO. 3: HONESTY IN ALL DEALINGS

All members are strictly enjoined to be professionals in all acts and bearings, dealings or transactions. They must not make any false statements, such as, but not limited to misrepresentation, exaggeration, disinformation, vain promises, introducing fake or spurious products or services, or circumventing the marketing plans or programs of the company.

Members shall not commit any act, directly or indirectly, that may cause

harm or injury towards fellow members, or any of the directors, officers, employees, such as, but not limited to, any of the following acts:

- a. Forgery, falsification, and/or imitation of any handwriting or signature of another in any deed, document, or form;
- b. Give false and/or inaccurate statement or narration of facts, especially on public documents such as affidavits and sworn statements;
- c. Falsification of Documents/Alteration of Documents, changing information or data from the original contents of the document or any unauthorized modification of the information;
- d. Institute and/or pursue malicious and/or vexatious complaint(s) or action(s) before the Management, Courts of Justice and/or Government Agencies/Instrumentalities with judicial/quasi-judicial functions despite knowledge of the falsity and/or baselessness of the same for the purpose of harassing or causing an injury/trouble to the person or good name/standing of another member, or any of the directors, officers, employees of TRANS4M Inc.
- e. Alter the quality and/or quantity of TRANS4M Inc. products;
- f. Issue any deed, document, paper or form claiming to be the copy of an original document which does not exist;
- g. Produce and/or sell fake good(s) or product(s) and make them appear to be products of TRANS4M Inc
- h. Cause unreasonable delay in the delivery of any paid TRANS4M activation codes;
- i. Commit an unreasonable delay in encoding the new client to the TRANS4M Inc. system. Unreasonable delay shall mean non-encoding without a valid reason immediately from the date of purchase, or upon demand of the prospective client.
- j. Use fictitious name or dummy account for registration or sponsorship with the intention to defraud;
- k. Promoting and selling regulated products that are illegal and/or prohibited. For this purpose, a regulated product that is not properly registered and/or issued a license/permit by the Government regulatory body or commission shall be considered illegal and prohibited.
- l. Commission of an act or acts that create or promote any marketing schemes or strategies that are foreign to TRANS4M INC's approved marketing programs, especially one that guarantees big results, great rewards or risk-free endeavors without exerting efforts or putting in the work.

- m. Commission of any other form of dishonesty, deceit, estafa, fraud or misrepresentation within the course of his/her duties and responsibilities as TRANS4M Inc E-seller.

A Certificate of Distributorship for purposes of securing a Tax Identification Number, Value Added Tax (VAT) registration, and BIR Form 2307 may be secured from TRANS4M Inc. Head Office.

CODE NO. 4: HONESTY AMONG FELLOW MEMBERS

All members are strictly enjoined to be honest and credible in all their deeds by not committing acts against the company or fellow members, which are but not limited to:

- a) Imitating or counterfeiting any handwriting, or signature;
- b) Causing it to appear that a member has participated in any act or activity when he/she did not in fact so participate;
- c) Alluding or pointing to members who have participated in any act, activity or statements other than those made by them;
- d) Inserting false statements in a narration of facts such as those in the affidavit, deed and other documents similar thereto;
- e) Changing true dates;
- f) Modifying a genuine document, which alters or changes its meaning;
- g) Issuing in an authenticated form a document purporting to be a copy of an original document when no such original actually exists

CODE NO. 5: HUMILITY AND RESPECT TOWARDS MEMBERS OF THE COMPANY

All members are strictly enjoined to observe humility and respect towards fellow members, officers and employees of the company, by not committing directly or indirectly any acts, which are but not limited to rudeness, disrespect and discourtesy.

1st Offense – One (1) month deactivation of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

2nd Offense – Six (6) months deactivation of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

3rd Offense – Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

CODE NO. 6: FAIRNESS TOWARDS FELLOW MEMBERS All members are strictly enjoined to have a sense of equality and sincerity toward fellow members by not interfering with the sponsoring activities of their fellow members to the latter's prejudice. While it is generally the discretion of the member or customer under whose sponsorship he/she will register, members are strictly prohibited from influencing other members to register under sponsors apart from the ones who sold them to. We will follow the cookie technology policy with the **LAST CLICK CREDIT**

Scenario: Visitor clicks Member A affiliate link. After 7 Days, that same visitor clicks Member B affiliate link. The question is "Who get's the commissions?" The answer is Member B.

This is called Last-Click Credit. The link that's clicked immediately before a purchase is made gets the credit. This is the standard for affiliate marketing technology.

CODE NO. 7: DECENCY, GOOD MORALS AND BEHAVIOR All members are strictly enjoined to observe decency and good behavior by not committing any immoral act or conduct, which tends to debase company policies and good morals within the company premises. Members are strictly prohibited from influencing, obstructing or inducing the spouses' choice to transfer from one group to another or to circumvent the policy regarding such transfer.

1st Offense - Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

CODE NO. 8: NON-TOLERANCE OF FRAUDULENT ACTIVITIES All members are strictly enjoined not to commit any fraudulent act or false pretenses directly or indirectly, to the prejudice of the company or fellow member by not committing acts, which are but not limited to:

a. For internal control of the company:

- Using fictitious name, or dummy, or by other deceitful means purportedly to obtain personal gain and interest;
- Incurring obligation to a fellow member or to the company and evading the performance thereof;
- For accepting payments for products purchase from the customer and NOT ENCODING the customer to the system
- Soliciting large sums of money from persons who purport to be investors;
- Cross-Lining or Transferring/Sponsoring from other groups, except as authorized by the Company;
- Openly or discreetly giving gifts to management and staff to gain personal favors.

b. For Selling of Products:

- i. By altering the quality, fineness or weight of any product pertaining to the business of the company;
- ii. **ONE PRICE POLICY:** Selling of TRANS4M, INC. products below the standard retail price set by the company.

1st Offense - Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or any kind in favor of the company, which accrued at the time of the commission of the violation.

4.1. PENALTY FOR VIOLATION OF SECTION 4: CODE OF CONDUCT AND ETHICAL STANDARDS The Company imposes the following penalties for violation of Section 4, unless otherwise indicated in the prior provisions:

1st Offense - Six (6) months deactivation of all the accounts with the forfeiture in favor of the company of all benefits, privileges, commissions and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.

2nd Offense - Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions and other remunerations either monetary or in kind in favor of the company, which accrued at the time of the commission of the violation.

TAXATION E-Sellers shall not be treated as employees, franchisees, joint ventures or partners with regard to taxation laws, rules, ordinances or regulations. They shall observe natural provincial and local status and regulations relating to business operation. They shall be responsible for their own managerial decisions and expenditures, including estimated income tax and self-employment taxes. All E-Sellers are responsible for paying income taxes due from discounts earned as an TRANS4M, INC. E-Seller. All income presented in the Marketing Plan constitutes gross income and is exclusive of tax. Ten percent (10%) of the gross commission of each E-Seller is deducted by TRANS4M, INC. as withholding tax by the end of each tax year. The E-Seller may request for a copy of the 2307 form from the finance department. The total deduction per encashment consists of the 10% withholding tax plus P50 processing fee.

ON RE-INVENTING THE MARKETING/COMPENSATION SCHEME The business of TRANS4M, INC. is NOT an INVESTMENT SCHEME wherein, it will be presented to people who will be called as INVESTORS and in return get a huge percentage as interest while doing nothing upon placing a huge sum of money as their INVESTMENT. Any individual or group who will present, join, promote or has a connection with said scheme in any way, directly or indirectly, will be dealt with severely, which may include termination and/or legal action for damages. The company will NOT be held liable if a E-Seller/s joins the said unauthorized

investment even if he/she does not know the policy. Each E-Seller/individual is expected to take ordinary caution if he/she is being asked to pay more than the approved Packages.

SECTION 5 : PRODUCT SELLING

ONE PRICE POLICY: Selling of TRANS4M, INC. products below the standard retail price set by the company.

All E-Sellers should follow the SRP for all the products of TRANS4M.

It is required to follow the company's Product Training and to mislead any customers in any false claim about the products

SECTION 6 : PRODUCT REFUND AND RETURN POLICY

Through the system of TRANS4M, we grant our customers an instant access to our system and its confidential company information right after the verification of payment. **When someone buys our products / packages / services, we also instantly reward commissions to our affiliates.**

Because of these reasons, we do not offer refunds and we don't have a traditional money back guarantee / no question asks guarantee for our products and services.

According to the IRR Of RA 7394, if the product or services that customer bought are defective, customers are entitled to an exchange. Only defective products bought from our websites can be returned and exchanged.

Under the IRR of RA 7394 (the consumer act of the Phil.) **“a change of mind on your part does not entitle you to a refund or exchange”.**

Take note that we do a dropshipping services for all your product purchase orders except pick up option. We deliver the products between 3-15 days on the first attempt. 7-30 days on the succeeding attempts.

Succeeding attempts are caused by several factors such as recipient can't be reached, not present during delivery or address can't be located. In the case that customer did not still receive their orders they are encouraged to report this on our support channel for follow up.

After you received the products and you are not entirely satisfied with your product purchase, you may return and exchange the product subject to the following terms and conditions:

1. You have seven (7) calendar days to return an item from the date of delivery;
2. To be eligible for return and exchange, item must be unused and in the same condition you received it;
3. Item must be in its original packaging, intact and without any unnecessary markings

SECTION 7: ADVERTISING AND USE OF TRADEMARKS AND COPYRIGHTED MATERIALS

ON PROMOTIONAL MATERIALS The TRANS4M, INC. name, logos, trademarks and copyrights are exclusively owned by TRANS4M, INC. As such, E-Sellers agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or Marketing Plan of the company in any manner, which has not been approved by management before being disseminated, published or displayed. The use or production of any promotional materials created by a E-Seller, which has no prior written approval from TRANS4M, INC. management is strictly prohibited. No E-Seller shall make claims as to the products' therapeutic or curative properties, except as provided in the official TRANS4M, INC. literature. No E-Seller shall use print, radio or television advertising, except with the written approval of TRANS4M, INC. In cases where the media may contact an TRANS4M, INC. E-Seller regarding TRANS4M, INC.'s officers, products or procedures, the E-Seller shall refer them to the TRANS4M, INC. Management Team.

WEBSITES The creation of websites for the promotion of a E-Seller's business is not prohibited. However, the company strictly prohibits the creation of websites, which purport to be the official website of TRANS4M, INC. Any other website apart from the commercial website of TRANS4M, INC., created for the promotion of TRANS4M, INC.'s products or business must always contain a disclaimer at the bottom of every web page that it is not the official website of TRANS4M, INC.

Failure to comply with this requirement, whether intentional or unintentional, will result in the termination of membership and/or legal action for damages.

SECTION 8 : E-SELLER'S DISCIPLINARY AND GRIEVANCES PROCEDURES

Proceedings for the violation of any of the provisions of this Code of Conduct and Ethical Standards may be initiated by the Management, prior or upon the complaint

of another E-Seller only.

To report any please contact the management contact as soon as possible.

After the investigation conducted by the management and a decision has been concluded - further warnings, and/or disciplinary actions stated in the Code will be implemented

SECTION 9 : GENERAL PROVISIONS

WAIVERS AND EXCEPTIONS The Company reserves the right to make waivers and exceptions to the application of these Policies, provided it is expressly stated in writing. Any prior waiver or exception made as such shall not operate as a waiver of subsequent or additional breach nor as an exception for any other person. Any delay of the company to impose the sanctions set forth in these Policies shall not constitute a waiver of the company's right to demand exact compliance with its rules and regulations, nor shall any custom or practice at variance with these rules obstruct this right.

GOVERNING LAW AND JURISDICTION The laws of the Philippines shall govern the resolution of any dispute arising from the enforcement of these provisions. The Court having jurisdiction over TRANS4M, INC.'s Head Office shall be the exclusive venue for all legal actions concerning TRANS4M, INC.

SEVERABILITY Any provision of the agreement between TRANS4M, INC. and its E-Sellers, embodied in this document or otherwise, which has been judicially invalidated or otherwise rendered unenforceable shall not invalidate nor render unenforceable any other provision in the agreement.