

BORNRICH COMPANY POLICY

This BORNRICH ("the Company") policies, rules and regulations, will govern the transactions and any business dealings involving the products of the Company, by and among the BORNRICH Distributors, clients of the Company and such other related matters.

This Company Policy, Rules and Regulations shall form an integral part of the contract of each BORNRICH Distributor with the Company. As such, each BORNRICH Distributor is expected to have read and understood the contents of this Company Policy. Further, each BORNRICH Distributor is required to familiarize himself with the Company Policy as part of his obligations as BORNRICH Distributor of the Company products.

BORNRICH Distributors are strictly required to observe the terms and conditions embodied in this Company Policy. Any violation of these rules would be meted with appropriate penalties, including automatic cancellation/termination/deactivation of accounts and/or membership depending on the gravity of the violation committed. Upon deactivation of the account, BORNRICH Distributor shall be given a period of three (3) days to clarify in writing the issues pertaining to the ground/s for the cancellation/termination/deactivation. BORNRICH Distributor's failure to submit the required clarificatory letter shall be construed as waiver of his/her right to be heard that would merit the permanent cancellation/termination/ deactivation of his/her account/s or membership.

This Company Policy may be amended, revised or modified in whole or in part without need of consent of the BORNRICH Distributors.

I. APPLICATION OF DISTRIBUTOR

1. WHO MAY APPLY. Any natural person at least eighteen (18) years of age who has not been convicted of any crime involving moral turpitude may become a BORNRICH Distributor. Applicants below the age of fifteen (15) years old may be accepted provided their application are with the consent of their parents. Any corporation, partnership or association, duly registered with the Securities and Exchange Commission (SEC) or its equivalent and legally authorized to do business in the Philippines may become a BORNRICH Distributor. In all instances, the Applicant must have capacity to enter into a contract in the Philippines and must comply with all the legal requirements under the Philippine laws.
2. NUMBER OF ACCOUNTS ALLOWED. BORNRICH Distributors shall only be allowed maximum paid accounts per name as announced by BORNRICH management.

II. QUALIFICATIONS OF DISTRIBUTORS

1. Husband, wife or any member of the family as long as they met the required legal age may become individual BORNRICH Distributors.
2. Partnerships, corporations or associations duly organized and recognized under Philippine laws may become a BORNRICH Distributor. The said entities must submit a

letter of intent to become a BORN RICH Distributor together with the appropriate Secretary's Certificate (for corporations) authorizing the filing of Application, designation of the authorized representative for purposes of such application and authorizing the submission of pertinent documents as may be required by the Company.

3. BORN RICH Distributor who has been found guilty for violating Company Rules or Code of Ethical Standards and was sanctioned by a penalty of "Termination of Account" will likewise be applied to his or her spouse, child and parents who were also a BORN RICH Distributor.

III. PRIVILEGES OF BORN RICH DISTRIBUTORS

1. As a BORN RICH Distributor of the Company products, the BORN RICH Distributor shall be authorized to engage into direct selling of the products.
2. As direct seller of the products, the BORN RICH Distributor shall be entitled to receive corresponding compensation; rebates, commissions and such other privileges as may be determined by the Company from time to time.
3. Privileges granted under this Section IV shall automatically cease to exist at the precise moment of the BORN RICH Distributor's termination or revocation of affiliation with the Company.

IV. SPONSORING

1. Sponsors shall be responsible for their direct downlines. They shall ensure that their downlines are properly trained and familiar with the Company and its products, the terms and conditions of this Company Policy, the Company's Compensation Plan and his obligations, duties and responsibilities as BORN RICH Distributor, which includes, but not limited to the following:
 - a. Ensuring that the downline attends the required trainings and seminars;
 - b. Entertaining products enquiries and clarifications from the downline;
 - c. Advising and guiding the downline in respect of marketing and sales strategy;
 - d. Updating and inform their downlines of new Company issuances and policies.
2. The Sponsor may extend his sponsoring activities to any country where the Company has presence subject to the approval of the Company. However, BORN RICH Distributors are allowed to purchase products from any Business Center.

V. EXCLUSIVITY

BORN RICH Distributors are prohibited from joining any other Direct Selling or multi-level marketing or engage in selling products that are similar to or in competition with the Company's products.

VI. RELATIONSHIP AND REPRESENTATION

1. The BORN RICH Distributors are considered independent contractor for all intents and purposes. It is understood that he is not an agent, employee or legal representative of his/her Sponsor or the Company. The BORN RICH Distributors shall not, in any manner, represent himself as such.
2. Has no power to bind the Company to any obligation and he shall be solely responsible for all applicable income, sales, social security or other applicable taxes, licenses and fees arising out of his activities as such BORN RICH Distributor.

VII. MANAGEMENT OF ACCOUNT

1. BORN RICH Distributor shall be responsible for keeping the information in his accounts accurate. The Company has the right to terminate any account that is determined to contain inaccurate information.
2. BORN RICH Distributor shall not employ any machination or manipulation, including but not limited to the use of dummies, in order to defeat the limitation set forth in Section 8.1 above. Any violation of this provision shall give the Company the right to automatically cancel and terminate the BORN RICH Distributor's account.
3. BORN RICH Distributors whose accounts have been inactive for an aggregate period of six months (180 days) shall be notified through email, text or social media that their accounts will be temporarily put on "hold". To activate said account, they will need to same purchase package.
4. Reselling or transferring of existing accounts to any person is strictly prohibited regardless of whether the transferee belongs to the same group, crossline, upline, downline, relative or a complete strange
5. The Company may only allow the transfer of registration by reason of the BORN RICH Distributor's death. The transfer shall take effect upon the request of the legal heirs of the Distributor subject to the application of Philippine law on succession. The following transfer procedure shall be observed in case of death of the BORN RICH Distributor:
 6. The legal surviving spouse, any legitimate child, or illegitimate child in the absence of legitimate children, parent or sibling in that order, shall have one year from the date of the BORN RICH Distributor's Death to notify the company of such death;
 7. The legal surviving spouse, any legitimate child, or illegitimate child in the absence of legitimate children, parent or sibling in that order, shall write a letter request for the transfer of registration of account of the deceased BORN RICH Distributor;
 8. The letter-request shall be accompanied by certified true copy of death certificate, judicial or extra-judicial settlement of estate of the deceased BORN RICH Distributor, last will and testament (if the account is adjudicated in the will) and proof of relationship between the deceased BORN RICH Distributor and the legal heir;
 9. The letter-request shall state in whose favor the account should be transferred;

10. The Company shall evaluate the request and may request for additional supporting documents to aid in processing the request;
11. The transferee shall step-in the rights of the deceased BORN RICH Distributor and assumes all his obligations as such BORN RICH Distributor. Any account transferred by reason of the BORN RICH Distributor's death shall not void the account's current income and incentives.

VIII. JOINT ACCOUNTS

BORN RICH Distributors are given the privilege and may opt to register a joint account with fellow distributors to maximize their earning capacity which shall be subject to the following terms and conditions::

1. Account holders shall be required to submit a Memorandum of Agreement outlining the following;
 - o Division of commission points earned
 - o Provision for equal distribution of cash incentive
 - o Other provisions they may deem appropriate
2. Joint accounts will only qualify for cash incentive.

IX. PROHIBITED ACCOUNTS

1. CHANGE OF SPONSOR. Any BORN RICH Distributor is not allowed to change Sponsor under any circumstances. In such instances, the Company has no obligation to honor subsequent registrations and will consider only the first registration as a valid registration.
2. INVITATION TO TRANSFER. It is strictly prohibited to engage in any activity that involves the solicitation or invitation of, or otherwise motivating or encouraging any existing BORN RICH Distributors to transfer from one sales group to another in consideration of any kind of offer such as, but not limited to free slots, marketing support, financial support and others.
3. CROSSLINING. It is an act by which a registered BORN RICH Distributor of the company engages in any business transaction with other sponsors or upline not from his original line of business or organization, i.e. registration of account under another upline or different line of business. In case of violation, the errant BORN RICH Distributor is required to terminate the subsequent account under the different line of business. He shall not be entitled to carry over any privileges or incentives earned from the account to be terminated.
4. SPONSORING ACTIVE MEMBERS. Sponsoring active BORN RICH Distributors from his own sales group or from other groups or crosslines constitutes "Unauthorized Re-sponsoring" and is strictly prohibited.
5. BONUS BUYING. Bonus buying is strictly prohibited. The following acts constitute bonus buying:
 - a. Registration of certain individuals without his/or knowledge and/or accomplishment of Application Form without his/or consent.

- b. Fraudulent registration of any individual as a BORN RICH Distributor without purchasing any package and without the knowledge and consent of such individual.
 - c. Registration or attempted registration of fictitious or non-existing individual/s as BORN RICH Distributor for purposes of qualifying for bonus, commissions or to avail of any privileges or promotions
 - d. Any other ways or machinations by which strategic purchases are made to maximize commissions or bonuses when a BORN RICH Distributor does not have a bona-fide use for the products purchased.
6. Commission of any of the prohibited acts enumerated above shall merit proper sanctions, which may include, among others, outright termination of account.

X. INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

1. BORN RICH Distributor recognizes that the Company is the exclusive owner of all the Company's Intellectual Property in the products. BORN RICH Distributor shall not challenge Company's ownership of such Intellectual Property and shall not do any act that may have detrimental effect to the Company's Intellectual Property.
2. BORN RICH Distributor undertakes not to use or disclose to any other person or any entities of the Company's Confidential Information and will use only such Confidential Information (as defined in Section 1 hereof) in good faith and subject to any restrictions.
3. BORN RICH Distributor's confidentiality undertaking under this Section shall survive the termination of BORN RICH Distributor's account with the Company and shall remain in full force and effect perpetually.

XI. TERMINATION OF ACCOUNT

1. The Company shall have the right to terminate the BORN RICH Distributor's account with the Company on the ground of violation of any provisions in this Company Policy, the terms and conditions embodied in the Application Form and the Company's Compensation Plan. Termination under this clause is effective upon actual receipt by the BORN RICH Distributor of the written notice of termination from the Company and retroacts to the day of the commission of the offense;
2. BORN RICH Distributors, whose account has been terminated, whether voluntarily or involuntarily, are prohibited to engage into multi-level marketing or direct selling activities that offer products that are similar to or in competition with the Company's products within a period of one (1) year from the date of termination.
3. BORN RICH Distributor may voluntarily terminate his account(s). In the event that the BORN RICH Distributor desires to become active again either from the same line of business, group, or upline or transfer to another sponsor, group, or line

of business, the latter may do so provided that the conditions mentioned on the Re-Entry process are met.

XII. FAITHFUL COMPLIANCE AND INDEMNITY UNDERTAKING

1. BORN RICH Distributor shall faithfully comply with the Company Policy, Compensation Plan, terms and conditions embodied in the Application Form and the Company's Code of Conduct and Ethical Standards. Any violation of any of such rules and regulations and terms and conditions shall be meted with appropriate sanctions at the sole discretion of the Company depending on the gravity of the violation.
2. BORN RICH Distributor holds the Company free and harmless against any and all claims, demand, liability, loss, cost or expense including but not limited to legal fees, cost of suit that may arise from, relating to or in connection with BORN RICH Distributor's conduct of business or transactions.
3. Any transaction entered into by the BORN RICH Distributor in violation of the Company Policy, Compensation Plan, terms and conditions embodied in the Application Form, Company's Code of Conduct and Ethical Standards, the Revised Penal Code of the Philippines, or any other existing Philippine laws, or as may be enacted hereafter, or laws of other territories where the BORN RICH Distributor transacted shall not bind the Company and shall be the sole obligation of the BORN RICH Distributor.

BORN RICH CODE OF CONDUCT & ETHICAL STANDARDS

Being a BORN RICH Distributor with the Company goes with it the unbridled loyalty of its members not only to the Company but to its products and shall faithfully abide by this Company Policy and Code of Conduct and Ethical Standards, as may be revised or updated from time to time.

BORN RICH Distributors/members shall not join, represent, associate, sponsor, recruit or conspire in any manner to the benefit of any company, group or association who are in competition with the Company, or commit any act that would be disadvantageous to the Company or any of the products.

BORN RICH greatly values the loyalty and good faith of the BORN RICH Distributors to the Company and its products. To protect and prevent the Company from any issues that will arise in the future that would be disadvantageous on our part, the commission of any act mentioned above shall constitute unfaithfulness and disloyalty against the Company and its products. This shall therefore be considered as GRAVE OFFENSES and is strictly prohibited by this Policy. In addition to the remedies provided by law, the Company shall have the right to automatically

deactivate, cancel or terminate the account/s or membership of any BORN RICH Distributor who violates this provision without need of notice.

BORN RICH MARKETING PLAN

Aside from giving discounted price for its entire product where member can earn thru direct selling, BORN RICH also offered 5 ways of earning in its' Compensation Plan for all member to enjoy.

Section 1. How to Earn

- 1.1. Direct Referral - For every BORN RICH Product Package sold to a sponsored BORN RICH Distributor, the Sponsor is entitled to receive Direct Sales Commission.
- 1.2. Pairing - For every sale of BORN RICH Product Package on BORN RICH Distributor's Left Sales Group and Right Sales Group, he/she will be entitled for a Pairing Bonus.
- 1.3. Double Binary - a BORN RICH Distributor shall be entitled to earn 100% of all his directly sponsored BORN RICH Distributor Pairing Bonuses.
- 1.4. Unilevel – a BORN RICH Distributor is entitled to an amount corresponding to every personal product purchases by every person he sponsored down to 10 generation.
- 1.5. Retailing - BORN RICH Distributors have the privilege of earning retail selling profit of the products to the customers through various channels such as person to person, agents, websites or social media sites, or by any other means as may be permitted in this Company Policy.
- 1.6. Changes - BORN RICH has all the right to change the ways to earn rates, Package amount and product cost which may affect changes in the Compensation Plan earning potential when deemed necessary. At least 15 days prior notice to all members detailing the cause or reason of proposed changes shall be made, before such changes shall be put to effect.

Section 2. Schedule of Payment

Any earnings accruing to BORN RICH Distributors may be claimed in accordance with the following schedule:

Cut-Off Time: Every Monday

Release Time: Every Friday of same week.

This schedule may change with 15 days prior notice to member if deemed necessary

Section 3. Promotions

All marketing promotions initiated by the Company are strictly non-transferrable and non-convertible into cash.

Section 4. Cyber Policy

Distributors who create their own social media page for the purpose of Marketing BORN RICH Health Products, BORN RICH Compensation plan are required to indicate their "Primary Binary account/ ID Number" on their page profile under the "About" category.

Section 5. First Reply Policy

In order to prevent conflict among distributors on whose prospect that inquired to whom belongs to, the one rule that must be observed at all times is always the "First Reply Policy".

This means that the "First person" who the prospect inquired to and has "entertained or replied to the query" of that prospect, has the right to gain ownership in the dispute arising from the matter.

For safety, It's recommended for initial client contacts to provide immediately their Official ID number, their name and mobile number and contact them directly to their provided Mobile Number or Private message chat box.

The conflicting parties must present digital (txt/ live chat/ message format) or call logs to the ethics committee to validate the timeline for the First contact policy. Screen shots may be manipulated and will not be favored as evidence.

Section 6. Taxation

It is understood that BORN RICH Distributors are not employees, franchisees, parties to a joint-venture or business partners of the Company with regard to the application of existing taxation laws, rules, ordinances or regulations. BORN RICH Distributors shall strictly comply with existing national and local statutes, rules, ordinances or regulations relating to their business transactions and operations. BORN RICH Distributors shall be solely responsible for their own managerial decisions and expenditures as the timely payment of applicable taxes on their earnings.

Furthermore, all income presented in Part III (Marketing Plan) hereof constitutes gross income and exclusive of tax. On each and every payment period, appropriate withholding taxes shall be deducted from any amount the BORN RICH Distributors is due to receive from the Company.

BORNRICH PRODUCTS

BORNRICH believes in the importance of a saying that having a healthy body produces healthy citizens that resulted in a healthy and productive nation. Thus, BORNRICH purposely carry a superior Enzogenol based products for all to benefit and enjoy.

Section 1. Product Compliance.

BORNRICH Products complies with existing government regulations and standards as it was subjected to stringent testing and clinical trials.

Section 2. Product Prices.

Prices of all products may change from time to time due to price increase of raw materials, manufacturing cost and shipping fee. When deemed necessary BORNRICH has to make an advisory to all member for price adjustment prior to its implementation.

Section 3. Personal Product Purchases

Monthly Maintenance Purchase – BORNRICH Distributors shall at least maintain monthly MMPP (Monthly Maintenance Product Purchases) based on the account he/she has.

Section 4. Product Refund and Return Policy

Product policy request for return and exchange of products purchases may be honored if the following conditions are met:

- The request shall be made within five (5) days from the date of purchase.
 - Receipt of payment shall be presented together with the request without any alternations in the writings.
 - The product is not damaged or destroyed in any way. Packaging is un-opened, with no markings, and not tattered or destroyed.
 - All returns products can only be exchanged with other products and not cash.
 - All products can be exchange to other products for as long as it is of the same value.
 - No returns will be honored if the reason for return is a mere change of mind.
- This applies only to products purchased in the Company's Headquarters. This does not apply to Business Centers.

Section 5. Advertising and Use of Intellectual Property Rights

1. BORNRICH name, logos, trademarks and copyrights are exclusively owned by BORNRICH. (the "Company"). BORNRICH Distributors shall not use in advertising, promoting or describing the products or Marketing Plan of the Company any

written, printed, recorded or any other material bearing the intellectual properties of the Company, without the prior written consent of the Company.

2. BORN RICH Distributors shall not make any claim or representation, verbal or otherwise, as to the products' therapeutic or curative properties, unless otherwise provided in the official literature of the products.
3. BORN RICH Distributors shall not use any media (radio, television, print, billboard, and social media) advertising without the prior written approval of the Company.
4. Creating a website with the intention of making it appear that the same is the official website of the Company is strictly prohibited.

Section 6. General Provisions

1. The Company reserves the right to make waivers and exceptions to the application of this Policy as it may deem proper. Failure or delay by the Company in enforcing any of the provisions in this Policy shall not constitute a waiver of his rights as to those provisions or any other provisions hereof.
2. Laws of the Republic of the Philippines shall govern this Policy.
3. Should any part of this Policy be considered in contradiction with any existing laws, it shall not render the rest of this Policy null and void.

BORN RICH TERMS AND CONDITIONS

1. APPLICANT applies for authorization as BORN RICH Distributor in BORN RICH. The application is deemed approved upon the confirmation by the applicant with this BORN RICH Terms and Conditions. BORN RICH reserves the right to accept or reject any application for any reason as it may deem appropriate, in accordance with the terms and conditions set forth, as such now exist or may hereafter be amended.
2. Upon receipt by BORN RICH of payment for the ordered Product Package, the APPLICANT shall be deemed to have completed the application stage and shall be considered as BORN RICH Distributor by BORN RICH. Thereafter, the BORN RICH Distributor shall be authorized to sell, deal with and perform all acts as BORN RICH Distributor of BORN RICH products.
3. BORN RICH Distributor's inactive account for a period of one year shall give BORN RICH the right to automatically cancel or terminate his/her distributorship.
4. BORN RICH Distributor has read and agrees to be bound by the terms and conditions contained herein shall likewise serve as "Distributorship Agreement" between the parties. BORN RICH reserves the right to change the Compensation Plan and the Policies and Procedure in its sole discretion at any time, and BORN RICH Distributor agrees to bound by such changes.
5. BORN RICH Distributor is an independent contractor under the terms of this agreement and not an agent, employee, or legal representative of his/her sponsor or BORN RICH, and will in no way represent him/herself as such. As such, BORN RICH Distributor has no power to bind

BORNRICH to any obligation and APPLICANT is solely responsible for all applicable income, sales, social security, taxes and licenses arising out of BORNRICH Distributor activities hereunder.

6. BORNRICH Distributor will not produce, promote, or use materials of any kind describing BORNRICH name, programs, and products, and trademarked, copyrighted, or otherwise except as may be permitted in BORNRICH policies.
7. BORNRICH Distributor shall have the duty to supervise and train any applicants that he/she may sponsor. BORNRICH Distributor shall accurately and completely explain BORNRICH program when presenting them to others.
8. BORNRICH Distributors undertakes to make clear and reiterate in any presentation the following: (a) that no earnings are guaranteed by BORNRICH or its programs; (b) no BORNRICH Distributor will earn money solely by sponsoring; (c) commissions are based on products sales; (d) that there are no exclusive territories for BORNRICH Distributors in the program.
9. BORNRICH Distributor fully understands that compensation shall only be paid based on sales of product packages to consumer and users as defined in the Policies and in the Company's Compensation Plan.
10. The rights granted to BORNRICH Distributor hereunder is not transferrable. Any sale or assignment of this Agreement of BORNRICH Distributorship shall be void, not binding upon BORNRICH and shall not be honored by the latter.
11. BORNRICH Distributor hereby represents that he/she is of legal age, and qualified, capable and complement to undertake any of the obligations as BORNRICH Distributor as set forth herein and in the Policies and Procedures.
12. BORNRICH Distributor undertakes to keep confidential all information it obtained by reason of, arising from and in relation to BORNRICH products, including sales group genealogy.
13. BORNRICH reserves the right to cancel or terminate any BORNRICH Distributor for cause as defined in the policies.
14. A minimum purchase of one product package is necessary to become a BORNRICH Distributor.
15. In accordance with banking practices, checks issued to the Dealer must be claimed and negotiated within six (6) months from date of issuance, thereafter which, the Dealer has to pay a minimal fee for check reissuances. However, if a check remains unclaimed for a period of one (1) year any amount due hereunder shall be deemed forfeited.
16. BORNRICH Distributor shall not join other multi – level marketing or engage in direct-selling activities that offer products that are similar to or in competition with the BORNRICH Products. Violation of these conditions shall be a ground for outright termination of BORNRICH Distributor's membership and automatic deactivation of his/her account/s.
17. Any and all notices required or permitted under this Contract shall be written in English and shall be delivered to the party by electronic mail address indicated by BORNRICH in the Application Form. BORNRICH distributor shall notify BORNRICH in writing of any changes to the said electronic mail address. All notices sent to the said electronic mail address are deemed to have been received within 24 hours from the date and time the same sent. For this purpose, it shall be the duty of the BORNRICH Distributor to ensure that the given electronic mail address is working, activated, kept and maintained throughout the Term of

this Agreement. BORN RICH Distributor is estopped from denying receipt of notices by reason of non-receipt on notices due to deactivated email address of any similar reason.

18. BORN RICH Distributor represents and warrants that he/she is fully aware of his/her responsibilities under this Agreement and of BORN RICH Company Policy, under the law. He or She recognizes BORN RICH goodwill and reputation are essential to its business. As such, BORN RICH Distributor shall not make or publish any remarks or comments, written or verbal, that tend to malign, defame, or dishonor BORN RICH, its stockholders, directors, officers, employees and agents or discredit any of the BORN RICH products. Should BORN RICH Distributors make any such statement or comment in social, print, video, radio, television or any other form of medium against BORN RICH, the latter shall have a ground to automatically terminate BORN RICH Distributor's membership and deactivate his/her account/s without prejudice to the institution of appropriate actions against him/her.
19. BORN RICH Distributors fully understand that the Company is NOT ENGAGED in an investment scheme. They shall not misrepresent to people that they will earn as INVESTORS just by investing their fund with the Company and earn an interest without need of doing anything other than placing their money as investment with the Company.
20. Any person who shall commit an act described in the immediately preceding paragraph, directly or indirectly, will be dealt with severely, which includes, but not limited to outright cancellation of ALL accounts of the errant BORN RICH Distributors with forfeiture of any monetary entitlements already earned and damages. The Company shall not be liable for any transaction entered into by any person in violation of this Section.
21. BORN RICH Distributor hereby swears to conform to the Company Policy and uphold to abide by the Terms and Conditions stated herein.