

# **CHANNEL PARTNER AGREEMENT** (Updated on 05 November 2020)

## **1. Contract and Authorization**

You understand that you are contracting with **Asentar Pte Ltd** (hereinafter called the “COMPANY”), a company incorporated in Singapore and by executing the Channel Partner Agreement (“Agreement”), you apply for legal authorization to become COMPANY independent business owner herein stated as Channel Partner. You have carefully read and agree to comply with the COMPANY **Policies and Procedures** and the **Channel Partner’s Marketing Profits**, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”) as posted on [www.Asentar.sg](http://www.Asentar.sg); and that you have read and agree to all terms set forth in this Agreement. The COMPANY reserves the right to reject any application for any reason.

## **2. Expiration, Renewal, and Termination**

The term of this Agreement is one year (subject to prior cancelation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your COMPANY business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Channel Partner. You shall not be eligible to sell COMPANY products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former affiliate sales organization. In the event of cancelation, termination, or nonrenewal, you waive all rights you have, including, but not limited to, property rights, rights to your former affiliate organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former affiliate organization. The COMPANY reserves the right to terminate all Channel Partner Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Channel Partner may cancel this Agreement at any time, and for any reason, upon written notice to COMPANY at its principal business address. COMPANY may cancel this Agreement for any reason upon thirty (30) days’ advance written notice to Channel Partner. The COMPANY may also take actions short of termination of the Agreement, if the COMPANY Channel Partner breaches any of its provisions.

### **3. Independent Contractor Status**

You agree that as COMPANY Channel Partner, you are an independent contractor, and not an employee, agent, or legal representative, or franchisee of COMPANY. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through COMPANY on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. By agreeing to these terms, it will be your sole responsibility to account for your income on your individual income tax returns.

### **4. Refunds and Product Returns**

#### **4.1. Seven-Day Cooling Off Period**

This Seven-Day Cooling-Off period is effective for seven (7) business days from the date of purchase and applies to non-delivered or delivered products and cash-and-carry items so long as the following terms and conditions are met:

- 4.1.1. Product returned must be in brand-new condition and in its original packaging, complete with guarantee card and accessories if any.
- 4.1.2. Cancellation  
The claim for cancellation must be made through COMPANY's Refunds and Product Returns department at email: [cs@asentar.sg](mailto:cs@asentar.sg) within Seven (7) business days of purchase no later than midnight of the seventh business day following the date of the purchased.
- 4.1.3. Exchange  
The claim for Exchange must be made through COMPANY's Refunds and Product Returns department at email: [cs@asentar.sg](mailto:cs@asentar.sg) within Three (3) calendar days of receipt of product(s) no later than midnight of the third calendar day following the date of the product(s) delivered.

4.1.4. Product must be unused.

4.1.5. In the event of a cancellation with no exchange in product, a refund will be made in the same mode of payment that was used in the original purchase within 30 days upon approval.

4.1.6. Delivery charges are non-refundable. We may also charge for the collection of the refunded item. 4.1.7. All gifts and vouchers associated with the purchase if any, must also be returned with the product. 4.1.8. COMPANY reserves the rights to exchange or give a full refund to the customer.

4.1.9. This policy does not cover sales with lucky dips and lucky draws.

4.1.10. COMPANY reserves the rights to amend any of the above terms and conditions without prior notice.

4.2. Every Channel Partner, or Preferred Customer, as the case may be, must comply with the following procedures when returning Products for a replacement, exchange, or refund. Please refer to our COMPANY Return Policy.

4.2.1. Before any product may be returned to COMPANY, whether it is a shipping error, Channel Partner, or Preferred Customer return or damaged product, the Channel Partner, or Preferred Customer must write in to COMPANY through [cs@asentar.sg](mailto:cs@asentar.sg) to state the reason(s) of return so to obtain a **Request of Return Merchandise (“RRM”)** tracking number once verified. Any package received without such identification clearly visible on the package exterior will be refused. The Product must be received by COMPANY within Fourteen (14) calendar days from the date the RRM is issued.

4.2.2. Pack and ship the Products to COMPANY. Proper shipping carton(s) and packing material are to be used and the best and most economical means of shipping is suggested. Any package received without the RRM clearly visible on the package exterior may be refused.

4.2.3. Return requests must be clearly written with complete details (name, address, telephone number, email – if available, and any other information which would allow COMPANY to verify the sale and subsequent return). Unverifiable sales cannot be replaced. Falsified information could lead to further investigation and possible suspension of all rights as a Channel Partner.

4.2.4. COMPANY will not refund, to any Channel Partner, the purchase price of any retail customer returns and no replacement products will be released if the conditions of the rule are not met.

4.2.5. Shipping costs associated with returning product are the responsibility of the customer/Channel Partner returning the product. Any commissions and bonuses earned on the returned products will be deducted from the refund amount on all return transactions. Returned product may impact bonuses and commissions paid to the affiliates. Channel Partner must be in good standing.

## **5. Presenting the Plan**

You agree when presenting the COMPANY Channel Partner's Marketing Profits, you are to present it in its entirety as outlined in official COMPANY materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on your affiliates volume. In presenting the plan to prospects, you agree not to utilize any literature, materials, or aids not produced or specifically authorized in writing by COMPANY. You agree to instruct all prospective Channel Partners to review the COMPANY Channel Partner's Marketing Profits and Policies and Procedures.

## **6. Selling Product**

You agree to make no representations or claims about any products beyond those shown on product labels and/or in official COMPANY literature. In particular, no Channel Partner may make any claim that COMPANY products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. You further agree to sell products available through COMPANY only in authorized territories.

## **7 COMPANY's Proprietary Information and Trade Secrets**

You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by COMPANY, including Line of Referral ("LOR") information (i.e., information that discloses or relates to all or part of the specific arrangement of affiliate organisation within the COMPANY business including, without limitation, Channel Partner lists, affiliate placement trees, and all COMPANY Channel Partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of COMPANY, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with COMPANY, grants you a personal, nonexclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, Line of Referral information, business reports, manufacturing and product developments, and

Channel Partner sales, earnings and other financial reports to facilitate your COMPANY business.

## **8. Non-Solicitation Agreement**

In accordance with the Policies and Procedures, you agree that during the period while you are a Channel Partner, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other COMPANY Channel Partner to compete with the business of COMPANY.

## **9. Non-Competition Agreement**

In accordance with the Policies and Procedures, you agree that during the period while you are a Channel Partner, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with COMPANY. This covenant shall survive the expiration or termination of your authorization and contract with COMPANY.

## **10. No Violation of Previous Agreement**

You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation, or covenant (such as a covenant not to compete located in a prior agreement).

## **11. Images / Recordings / Consents**

You agree to permit COMPANY to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by COMPANY for any lawful purpose, and without compensation.

## **12. Modification of Terms**

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

### **13. Jurisdiction and Governing Law**

The formation, construction, interpretation, and enforceability of your contract with COMPANY as set forth in this Channel Partner Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of Singapore without regard to conflict of law provisions.

### **14. Dispute Resolution**

All disputes and claims relating to COMPANY, its products and services, the rights and obligations of a Channel Partner and COMPANY, or any other claims or causes of action relating to the performance of either a Channel Partner or COMPANY under the Agreement or the COMPANY Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Singapore, or such other location as COMPANY prescribes, in accordance with the Laws of the Republic of Singapore, except that all parties shall be entitled to discovery rights allowed under the law. Additionally, you agree not to initiate or participate in any class action proceeding against COMPANY, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent COMPANY from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

### **15. Time Limitation**

If a Channel Partner wishes to bring an action against COMPANY for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Channel Partner waives all claims that any other statutes of limitations apply.

## **16. Miscellaneous**

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and COMPANY and supersedes any prior agreements, understandings, and obligations between you and COMPANY concerning the subject matter of your contract with the COMPANY.

## **17. Notice of Right to Cancel**

You may request a refund on your Channel Partner licensing fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any Channel Partner licensing fees paid will be returned within Thirty (30) BUSINESS DAYS following receipt by the seller of your cancelation notice. To cancel this transaction, contact Channel Partner Support by email at [cs@asentar.sg](mailto:cs@asentar.sg) no later than midnight of the seventh business day following the date of this Agreement.

## **18. Taxes**

All benefits received through COMPANY are subject to income or other taxes. The Channel Partner is responsible for paying all such taxes and COMPANY will not be liable for any tax liability, duty or other charges in connection with these benefits.