



# POLICIES & PROCEDURES

## 政策及程序

### 1. INTRODUCTION (引言)

The Kyäni Policies and Procedures govern your rights as a Kyäni Independent Distributor. You should familiarize yourself with the contents of these Policies and Procedures, and any questions you may have regarding the Policies and Procedures should be directed to the Kyäni Customer Service staff.

Kyäni 政策及程序规管阁下作为 Kyäni 独立事业伙伴的权利。阁下应细阅本政策及程序的内容。如对本政策及程序有任何疑问,请直接与 Kyäni 客户服务人员联络。

- a. **Policies and Compensation Plan Incorporated into Distributor Agreement:** These Policies and Procedures, in their present form and as amended from time to time by Kyäni, Inc., or any Kyäni, Inc. Affiliate, (hereafter collectively "Kyäni" or the "Company"), are referred to in the Kyäni Distributor Agreement. Where these Policies and Procedures are incorporated into the Kyäni Distributor Agreement by specific reference, these Policies and Procedures constitute an official part of that agreement.

**纳入事业伙伴协议的政策及奖励计划:**本政策及程序(以其目前形式,并经 Kyäni, Inc.或任何 Kyäni, Inc. 联属公司(以下统称“Kyäni”或“本公司”)不时修订于 Kyäni 独立事业伙伴协议内转载。本政策及程序获特别提及并被纳入 Kyäni 独立事业伙伴协议的部分,构成独立事业伙伴协议的正式组成部分。

Where these Policies and Procedures are not specifically incorporated into that agreement, they nevertheless reflect the official position of Kyäni with respect to the terms thereof, and any violation of these Policies and Procedures may constitute a breach of an Independent Kyäni Distributor's obligations under that agreement, subjecting the Distributor to the termination provisions of the agreement. Hereafter, when the term "Agreement" is used, it collectively refers to the mutual obligations between Kyäni and the Independent Kyäni Distributors as evidenced in the Application and Agreement, these Policies and Procedures, the Kyäni Global Compensation Plan, and (when applicable) the Kyäni Business Entity Application.

本政策及程序虽并无具体纳入独立事业伙伴协议内,仍属于 Kyäni 就有关条款的官方立场,触犯任何本政策及程序,或会构成作为 Kyäni 事业伙伴就独立事业伙伴协议书的的责任而违反事项,导致事

业伙伴面临独立事业伙伴协议书被终止条款的限制。下文所提及的“该协议”为 Kyäni 及 Kyäni 独立事业伙伴之间的相互责任的统称,可见于申请书及协议、本政策及程序、Kyäni 全球奖励计划,以及(如适用)Kyäni 业务实体申请书。

It is the responsibility of each Distributor to understand and adhere to the most current version of these Policies and Procedures. When sponsoring a new Distributor, the sponsoring Distributor should help the new Distributor applicant to understand this ongoing obligation.

各事业伙伴有责任了解并遵守本政策及程序的最新版本。倘若推荐新事业伙伴,作为推荐人的事业伙伴须协助新事业伙伴了解本政策及程序内的持续责任。

- b. Purpose of Policies:** Kyäni produces innovative products and markets those products through Independent Distributors. Kyäni invests heavily in providing marketing materials, developing brand value for the Company and developing Distributor compensation systems. Still, the success of the Company and the success of Distributors is ultimately dependent upon the integrity of the individual men and women who market the products. Because Kyäni Distributors are independent business enterprises, Distributors have broad latitude in how they choose to operate, and to determine the times and methods of their work. Notwithstanding this independence, Kyäni reserves a contractual right to protect its intellectual property, to prevent unsupportable product claims, and to preserve the integrity of its business model. These Policies and Procedures are designed to accomplish this. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or Kyäni.

**政策目的:**Kyäni 生产创新产品,并透过独立事业伙伴推销该等产品。Kyäni 在提供营销宣传品、拓展公司品牌价值以及建立事业伙伴奖励制度方面投放大量资源。但是,本公司及事业伙伴能够达致成功,最终仍然有赖推销产品的各界人士的整体合作。由于 Kyäni 事业伙伴均为独立的商务企业,其在营运模式、工作进度及方式各方面拥有极大的决定权。尽管上述提及的独立性,Kyäni 是保留保护其知识产权、防止不合理的产品索偿,以及保持其业务模式完整性的合约权利。本政策及程序旨在达致上述各项目的。由于阁下或对大部分的执业标准或未洞悉,故此阁下务必细阅及遵守该协议。阁下如对任何政策或规则有任何疑问,请与阁下的上级或 Kyäni 联络。

- c. Changes to Distributor Agreement:** Kyäni may amend the Distributor Agreement in its sole and absolute discretion. By signing the Distributor Agreement, a Distributor agrees to abide by all amendments or modifications that Kyäni elects to make. Amendments shall become effective upon publication of notice of those amendments in published Kyäni materials or the Back Office. The Company will make available to all Distributors a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) inclusion in Company periodicals; (4) inclusion in product orders or bonus checks; or (5) special mailings. The continuation of a Distributor's Kyäni business or a Distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

**事业伙伴协议的变更:**Kyäni 可全权酌情修改独立事业伙伴协议。签订独立事业伙伴协议即表示事业伙伴同意遵守由 Kyäni 厘订的所有修订或修改。修订将于已刊登和派发的 Kyäni 宣传品或事业伙伴网上办公室刊载通知而方为生效。本公司将以下列一项或多项方式向所有事业伙伴提供经修订条文的完整版本:(1)刊登于本公司官方网站;(2)发送电子邮件(电邮);(3)于本公司期刊内刊载; (4)包含在产品订单或奖金支票内;或(5)特函。事业伙伴继续经营 Kyäni 的业务,或事业伙伴接纳奖金或佣金,即被视为接受任何及所有修订。

- d. **Delays:** Kyäni shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impractical due to circumstances beyond its control. This includes, but is not limited to, strikes, labor difficulties, riot, war, fire, death, forces of nature, supply shortages, or government decrees, judgments or orders.

**延误:**Kyäni 毋须就因超出其控制范围的情况下,所发生的不可能商业履行或商业延误而负上任何责任。有关情况包括但不限于罢工、劳资纠纷、暴乱、战争、火灾、死亡、自然灾害、供应短缺或政府法令、判决或命令。

- e. **Policies and Provisions Severable:** If any provision of the Agreement, in its current form or as may be hereafter amended, is found by any court of competent jurisdiction to be invalid or unenforceable for any reason, only the invalid portion(s) of the offending provision shall be severed and the remaining terms and conditions shall remain in full force and effect and shall be unaffected thereby.

**可分割的政策及条文:**倘若该协议的任何条文(以其目前形式或经其后修订)被任何司法权区的法院以任何理由裁定为无效或不可强制执行,则只有违规条文的无效部分将被分割,其余条款及条件将维持完全的效力及作用,并不受此影响。

- f. **Waiver:** Kyäni never gives up its right to insist on, and enforce, compliance with the Agreement and the applicable laws governing the conduct of a Distributor. No delay or failure by Kyäni to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor with any obligation or provision of the Agreement, shall constitute a waiver of Kyäni's right to demand exact compliance with the Agreement. Waiver by Kyäni can be affected only in writing by an authorized officer of the Company. Kyäni's waiver of any particular breach by a Distributor, or Kyäni's waiver of any particular provision of the Distributor Agreement or these Policies and Procedures shall not affect or impair Kyäni's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Distributor. Any delay or omission by Kyäni in exercising any right arising from a breach by a Distributor shall not be deemed to be a continuing waiver, nor shall it affect or impair Kyäni's rights as to that or any subsequent breach thereof.

**放弃权利:**Kyäni 永不放弃有关坚持、执行、规管协议书的权利和使用适当的法例管制事业伙伴的操守。Kyäni 不受任何延迟或失误影响,导致其使用协议书内的权利和权力,或因严格执行协议书的条款而遭放弃规管的权利。如 Kyäni 放弃有关权利,只会由 Kyäni 官方人员以书面通知才生效。

获 Kyäni 对违反协议的事业伙伴,或任何独立事业伙伴协议书内的条款或本政策与程序等放弃权利,将不会影响或改变 Kyäni 事业伙伴对规则而构成的事项之权利和责任。任何 Kyäni 对违反规则的事业伙伴而延迟或省略去使用权力,不构成任何对 Kyäni 的影响或改变。

The existence of any claim or cause of action of a Distributor against Kyäni shall not constitute a defense to Kyäni's enforcement of any terms or provisions of the Agreement or these Policies and Procedures.

事业伙伴针对 Kyäni 的任何索偿或诉讼,将不会构成 Kyäni 执行该协议的任何条款或条文或本政策及程序的辩证。

## **2. BECOMING A DISTRIBUTOR (成为独立事业伙伴)**

**a. Requirements to Become a Distributor:** To become a Kyäni Distributor, each applicant must:

成为独立事业伙伴的要求: 要成为 Kyäni 独立事业伙伴,每位申请人必须符合以下事项:

- i. Be of legal age at the date of application submission and meet all other requirements by law to enter into a contract;  
于提交申请时,当日达到订立合约的法定年龄,并符合法律的所有其他要求;
- ii. Provide true and accurate information regarding identity and location of residence as the Company may require from time to time.  
就本公司可按实际情况需要,要求申请人提交相关的身份证明及居住证明提供真实及准确资料;
- iii. Submit a properly completed (electronic or physical) Distributor Application and Agreement to Kyäni or provide complete information; and;  
向 Kyäni 提交已填妥的事业伙伴申请书及协议(电子或印刷版)或提供完整数据;  
及;
- iv. Pay the applicable enrollment fee to purchase the Starter Pack selected by the Distributor.  
支付适用的报名费用作购买事业伙伴的加入套组。
- v. Provide a unique identifying number for tax or business purposes as issued by the country where Distributor is applying for Kyäni membership.  
在事业伙伴申请加入 Kyäni 时,提供所属国家发出以用作税务或商业用途的身份证号码或商业登记号码。

- vi. Distributor must provide a photocopy of their identity card to the Malaysia CS office within 10 days of enrollment.

事业伙伴必须在注册后 10天 内向马来西亚客户服务办公室提供其身份证复印件。

The Company reserves the right to reject any applications for a new Distributor or applications for renewal, and may do so in its sole and absolute discretion.

本公司保留拒绝任何新事业伙伴申请或续约申请的权利,并可全权酌情作出有关决定。

- b. **New Distributor Registration:** New Distributors must be sponsored online at Kyäni's official websites or at the Sponsor's replicated Kyäni website.

新独立事业伙伴加入:新事业伙伴必须于 Kyäni 官方网站或推荐人自制的 Kyäni 网站办理加入申请。

- c. **Distributor Benefits:** Once the Distributor Application and Agreement has been accepted by Kyäni, the Distributor is eligible to participate in the Kyäni Global Compensation Plan. As permitted by local law and Company policy for your location, these benefits include the right to:

**事业伙伴的利益:** 事业伙伴申请书及协议一经 Kyäni 接纳,事业伙伴即有权参与 Kyäni 全球奖励计划。按阁下所在地的当地法律及本公司政策许可,该等利益包括以下权利:

- i. Purchase Kyäni products at the Distributor price;  
以事业伙伴价格购买 Kyäni 产品;
- ii. Be paid the applicable commissions and bonuses as set forth in the Kyäni Global Compensation Plan;  
获发 Kyäni 全球奖励计划所载的适用佣金及奖金;
- iii. Participate in any promotions, incentive programs or other contests as announced by Kyäni from time to time;  
参与 Kyäni 定期宣布的任何促销活动、奖励计划或其他活动或比赛;
- iv. Enroll or sponsor other individuals as Customers or Distributors into the Kyäni business;  
招募或推荐其他个人成为 Kyäni 业务的客户或事业伙伴;
- v. Receive periodic Kyäni literature and other Kyäni communications;  
定期收到 Kyäni 宣传品及其他 Kyäni 通讯;
- vi. Participate in Kyäni-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable.  
于缴付适用费用(如适用)后,参与 Kyäni 推荐的支持、服务、培训、奖励及公开活动。

- d. **Term of Agreement:** The Distributor Agreement term shall begin on the date of acceptance by Kyäni, and continue thereafter until cancelled as provided for herein or in the Distributor Agreement.

独立事业伙伴协议由 Kyäni 接纳之日起计算,并继续维持有效,直至独立事业伙伴协议中所规定的内容取消。

### 3. OPERATING YOUR KYÄNI BUSINESS(经营阁下的 Kyäni 业务)

- a. **Adherence to the Kyäni Global Compensation Plan:** Distributors shall not offer the Kyäni opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Kyäni literature, or in any way vary from the exclusive use of Kyäni's official forms. Distributors shall not require or encourage participation in Kyäni in any manner that varies from the program as set forth in official Kyäni literature. Similarly, Distributors shall not require or encourage others to make any purchase from, or payment to, any individual or other entity to participate in the Kyäni Global Compensation Plan other than those purchases or payments identified as recommended or required in official Kyäni literature.

**遵守 Kyäni 全球奖励计划:**事业伙伴不应透过 (或结合)任何其他系统、计划或营销方法(官方 Kyäni 印刷品明确所载者除外),或任何有别于 Kyäni 官方独家使用的方式,提供 Kyäni 商机。事业伙伴亦不应要求或鼓励以任何有别于官方 Kyäni 印刷品所载的计划之方式加入 Kyäni。同样地,事业伙伴不应要求或鼓励他人向任何个人或实体作出任何采购或支付费用,以参与 Kyäni 全球奖励计划,只有获 Kyäni 官方认可的印刷品内的建议或规定方可选购或付款。

- b. **Advertising In General:** All Distributors shall safeguard and promote the good reputation of Kyäni and its products. The marketing and promotion of Kyäni, the Kyäni opportunity, the Global Compensation Plan, and Kyäni products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

**整体宣传:**所有事业伙伴必须保障 Kyäni 及其产品的良好信誉。Kyäni 的营销宣传、商机、全球奖励计划以及 Kyäni 产品,必须符合公众利益,并必须避免所有不礼貌、欺诈、误导、欠缺职业道德或不道德的操守或行为。

- c. **Identification of Rank:** All Distributor marketing materials, whether in print or electronic media, must clearly and correctly state the Distributor rank according to the currently published ranks awarded by Kyäni. Use of any deceptive or unauthorized rank or title is a violation of the Distributor Agreement and these Policies and Procedures. For example, Diamond is a currently acceptable rank designation. Diamond RVP, or Diamond Manager are not as they improperly include additional designations that are not recognized or awarded by Kyäni.

**等级识别:**所有事业伙伴的营销宣传材料,无论是在印刷或电子媒体,必须按照 Kyäni 已公布的事业伙伴等级,须清楚和正确列明。使用任何欺诈或未经授权的等级或职衔,将被视为违反独立事业伙

伴协议及本政策及程序。例如,“钻石”乃目前认可等级称号。钻石地区副总裁或钻石经理则并非获认可等级称号,本职衔将不获 Kyäni 认可。

- d. **Business Reputation:** To promote both the products, and the tremendous opportunity Kyäni offers, Distributors must use the sales aids and support materials produced by Kyäni. In the alternative, Distributor may develop their own sales aids and support materials if the Distributor obtains written approval and authorization from Kyäni in order to comply with the vast and complex legal requirements of national and local laws. Violation of this policy (including unauthorized Internet advertising) not only constitutes a material breach of the Agreement, but it endangers the Kyäni opportunity for all Distributors.

**业务信誉:**为推销 Kyäni 所提供的产品及庞大商机,事业伙伴必须使用 Kyäni 制作的销售工具及支持宣传品。此外,经 Kyäni 书面同意及授权,以符合国家及本地法律大量的繁密法律要求,事业伙伴可自行准备其本身的销售工具及支持宣传品。违反本政策(包括未经授权于互联网宣传)将构成协议的重大违反事项,并危及所有事业伙伴的 Kyäni 商机。

- e. **Distributor Meetings:** Distributors shall not conduct any meeting, or use any Kyäni facility provided for Distributor meetings, to promote products or services from any non-Kyäni company, or to promote any religious, social or fraternal organization or group. All presentations at any Distributor meetings shall be in conformance with local laws and regulations, and the content shall be consistent with officially published Kyäni marketing materials for the country in which the Distributor meeting takes place.

**事业伙伴会议:**事业伙伴所举行的任何会议或使用 Kyäni 就事业伙伴会议所提供的任何设施,不应从事和涉及任何非 Kyäni 公司推介产品或服务,或推介任何宗教、社会或亲属组织或团体。任何事业伙伴会议的所有简报,均须遵守本地法律及规例,而有关会议内容必须与 Kyäni 所进行事业伙伴会议的国家正式发布的营销宣传品一致。

- f. **Sponsorship and Placement Restrictions:** All spouses, domestic partners, or others that are cohabitating in a mutually recognized relationship must be sponsored and placed directly to each other in the same downline (direct in both the sponsor and placement tree). These individuals may not be crossline, nor may they be placed so that another Distributor is between them unless otherwise approved in writing by Kyäni.

**推荐及安置限制:**所有配偶、法定伙伴、或其他双方确认的同居关系必须直接推荐及安置于同一下级(同时于推荐图及安置图下直接进行)。该等人士不得列于不同线上,而除得到 Kyäni 批准外,不得于他们之中放置另一名事业伙伴。

- g. **Spamming and Unsolicited Mass Communications:** Except as provided in this section, Distributors may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their Kyäni businesses. The terms "unsolicited faxes"

and "unsolicited e-mail" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Kyäni, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Distributor has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Distributor and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Distributor; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

**垃圾邮件及非应邀大众传媒信息:**除本节所规定外,事业伙伴不得使用或传送有关其 Kyäni 业务运作的非应邀传真、群发邮件、非应邀电邮或“垃圾邮件”。“非应邀传真”及“非应邀电邮”指分别透过电话传真或电子邮件向任何人士传送任何宣传或推销 Kyäni、其产品、其奖励计划或本公司任何其他方面的任何宣传品或数据,除非两者不包括:(a)向获事先明确邀约或批准的任何人士;或(b)与事业伙伴已建立业务或个人关系的任何人士发送的传真或电邮。「已建立业务或个人关系」指事业伙伴与一名人士经双方自愿沟通过往或现存的关系,基准为:(a)该人士就该事业伙伴提供的产品作出查询、申请、购买或交易;或(b)个人或家属关系为之前并未获任何一方终止。

**h. Telemarketing:** Except as more specifically restricted by local law, Distributors must not engage in telemarketing relative to the operation of their Kyäni businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Kyäni product or to recruit them for the Kyäni opportunity. "Cold calls" made to prospective Customers or Distributors that promote either Kyäni's products or the Kyäni opportunity constitute telemarketing and are prohibited.

**电话营销:**除当地法律具体限制者外,事业伙伴不得从事有关其 Kyäni 业务运作的电话营销。「电话营销」指透过打出一个或多个电话诱导个人或实体购买 Kyäni 产品或就 Kyäni 商机以作招揽。向具潜力的客户或事业伙伴进行「电话促销」,以推销 Kyäni 产品或 Kyäni 商机,均构成电话营销,本行为一律被禁止。

Notwithstanding the foregoing, a Distributor may place telephone call(s) to a prospective Customer or Distributor (a "prospect") under the following limited situations:

尽管有上述规定,事业伙伴可在以下有限情况下致电具潜力的客户或事业伙伴(“具潜力对象”)

1. If the Distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a Distributor and a prospect based on:

倘事业伙伴与具潜力对象已建立业务关系。“已建立业务关系”乃事业伙伴与具潜力对象根据下列基础建立的关系:



2. The prospect's purchase, rental, or lease of goods or services from the Distributor within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or services: or

具潜力对象于接获购买产品或服务的电话日期前十八(18)个月内向事业伙伴购买、租用或出租货品或服务;或

3. A financial transaction between the prospect and the Distributor within the eighteen (18) months immediately preceding the date of such a call.

具潜力对象于紧接接获电话日期前十八(18)个月内与事业伙伴进行财务交易。

4. The prospect's personal inquiry or application regarding a product or service offered by the Distributor within the three (3) months immediately preceding the date of such a call.

具潜力对象于紧接接获电话日期前三(3)个月内就事业伙伴提供的产品或服务提出个人查询或申请。

5. If the Distributor receives written and signed permission from the prospect authorizing the Distributor to call. The authorization must specify the telephone number(s) which the Distributor is authorized to call.

倘事业伙伴接获潜在对象授权事业伙伴致电的书面签署授权书。授权书必须列明事业伙伴获授权致电的电话号码。

6. Distributors may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom a Distributor has at least a recent first-hand relationship (i.e., the Distributor recently personally met him or her). Bear in mind, however, that if a Distributor makes a habit of "card collecting" from everyone he or she meets and subsequently calling them, local law may consider this a prohibited form of telemarketing. Thus, if Distributors engage in calling "acquaintances", the Distributor must make such calls on an occasional basis only and not as a routine practice.

事业伙伴可致电家庭成员、私人朋友及相熟人士。「相熟人士」指事业伙伴与其起码拥有近期第一手关系(即事业伙伴近期曾亲身与其会面)的人士。然而,谨记倘事业伙伴习惯向其会面的所有人「收集名片」,而在其后致电联络,本地法律或视之为被禁止的电话营销。因此,倘若事业伙伴致电「相熟人士」,事业伙伴只能不定期致电,不得作为例行公事。

In addition, Distributors shall not use automatic telephone dialing systems relative to the operation of their Kyäni businesses. The term "automatic telephone dialing system" means equipment that has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

此外,事业伙伴不得就其 Kyäni 业务运作使用自动电话拨号系统。「自动电话拨号系统」指能够:(a)利用随机数或连续数字器储存或产生电话号码;及(b)拨打有关号码的设备。

- i. **Distributor Websites:** Except as provided in this section and section (j) below, if a Distributor desires to utilize an Internet web page or website to promote his or her Kyäni business, no Distributor may independently design a website that uses the names, logos, or product descriptions of Kyäni or otherwise promotes (directly or indirectly) Kyäni products or the Kyäni opportunity. All images on the Distributor website shall be from the official downloads section for such Distributor's country of residence, and the site shall clearly identify the Distributor name, contact information and contain the term "Kyäni Independent Distributor".

事业伙伴网站:除本节下列所提及于第(j)节所述者外,倘事业伙伴有意利用互联网网页或网站推销其 Kyäni 业务,任何事业伙伴不得擅自使用 Kyäni 的名称、标志或产品详情设计网站,或以其他方式推销(直接或间接)Kyäni 产品或 Kyäni 商机。事业伙伴网站上的所有图像,必须在有关事业伙伴所在国家正式下载,而网站则须明确列出事业伙伴名称、联络方法及载有「Kyäni 独立事业伙伴」字句。

National and local laws regarding the Internet, including promotional web are complex. Violations of the law by Distributors may subject Kyäni to possible regulatory enforcement actions that could jeopardize the company and all Distributors' businesses.

有关互联网(包括推销网页)的国家及当地法律相当复杂。倘若事业伙伴触犯有关法律,或会导致 Kyäni 采取潜在监管执法行动,有关行动可危害本公司及所有事业伙伴的业务。

Accordingly, Kyäni strongly encourages all Distributors to utilize the company's self-replicating web site. These web sites are developed and maintained by Kyäni to ensure that they comply with all applicable areas of law.

因此,Kyäni 强烈鼓励所有事业伙伴利用本公司自设的网站。本网站乃由 Kyäni 研发及运作,以确保有关网站遵守法律的所有适用范畴。

Kyäni may allow a Distributor to develop his or her own web site as long as certain conditions are met. These include:

只要符合若干条件,Kyäni 可能批准事业伙伴开发其独立网站。条件包括:

- i. A Distributor must submit a Request for Authorization of an Independent Web Site in writing prior to the creation of his or her web site. Requests for Authorization should be sent to the Compliance Department. Authorization for an independent web site is in the sole and absolute discretion of Kyäni.

于制作其网站前,事业伙伴必须以书面形式提交独立站点许可证申请书。授权申请书应发送至合规部。Kyäni 全权酌情决定是否授权予独立网站。

- ii. In addition, the Distributor shall pay the cost of any legal review that is necessary for the Distributor's independent web site.

此外,事业伙伴须支付就其独立网站所衍生的任何法律审查费用。

In the event that Kyäni concludes that the proposed independent web site is not acceptable, it will inform the Distributor that the site must be modified, and that approval will be withheld until such modifications are made. No Distributor may make his or her independent web site available to the public until he or she receives written approval from Kyäni.

倘若 Kyäni 认为建议的独立网站不可接纳,其将会通知事业伙伴网站必须作出修改,完成有关修改后方会获得批准。于接获 Kyäni 书面批准前,事业伙伴不得对外公布其独立网站。

No changes or modifications may be made to the authorized web site, subject to the following: 在下列情况的规限下,获授权网站不得作出更改或修改:

In the event that a Distributor desires to alter a previously authorized web site, he or she must submit a Request for Modification of an Independent Web Site and a change fee of MYR 320. The Request for Modification must specifically indicate each and every change or addition a Distributor desires to make. Changes may not be published to the web site until the Distributor receives approval, in writing, from Kyäni.

倘若事业伙伴打算修改已获授权的网站,必须提交更改独立网站的申请,并需要支付费用 MYR 320 元。事业伙伴需要在更改独立网站申请表上清楚指明每一个修改或者追加项目。在未得到 Kyäni 书面通知的批准,有关更改不会于网站上刊登。

- j. **Distributor Websites and Online Sales:** Distributors may only conduct online sales through a Distributor website with the approval of the Kyäni Corporate Office. Any Distributor granted such permission shall strictly comply with the following restrictions:

事业伙伴网站及网上销售:事业伙伴仅可于取得 Kyäni 总办事处同意后透过事业伙伴网站进行网上销售。任何获授有关许可的事业伙伴必须严格遵守下列限制:

- 1. Products may not be sold for less than the currently published Distributor wholesale price;  
产品不得以低于目前公布的事业伙伴价格出售;

2. Distributors may not link to an online site such as eBay, Amazon or a similar online retailer;  
事业伙伴不得连结至在线网站,如 eBay、Amazon 或类似网上零售商;
  3. Distributors may not offer products for sale in any Country where Kyäni is not officially open, and the identification of a Country as officially open shall be at the sole and absolute discretion of Kyäni;  
事业伙伴不得在 Kyäni 并无正式进驻的任何国家提供产品以供出售,而正式进驻国家的定义乃由 Kyäni 全权酌情决定;
  4. Distributors must use approved company images and assets as identified in the Back Office downloads section;  
事业伙伴必须使用经批准的本公司图像及资产,有关数据载于事业伙伴网上办公室下载;
  5. Distributors may not sell any other products either separately or combined with any Kyäni products, unless otherwise approved in advance in writing by Kyäni.  
除非取得 Kyäni 事先书面批准,事业伙伴不得独立或连同任何 Kyäni 产品出售任何其他产品。
  6. The URL must contain the phrase “kyanidist” or “kyaniteam” together with some other unique identifier for the Distributor. No product names, countries, markets or territories may be included in the URL without the prior written permission of Kyäni. By way of example, the URL [www.wellnesskyanidist.com](http://www.wellnesskyanidist.com) or [www.healthykyaniteam.com](http://www.healthykyaniteam.com) would be acceptable. The URL [www.kyanigermany.com](http://www.kyanigermany.com) would not.  
网址必须含有「kyanidist」、「kyaniteam」或「Independent Business Partner」,以及能识别出是事业伙伴的字眼。网址不能包括产品、国家、市场及地区名称。例如,网址[www.wellnesskyanidist.com](http://www.wellnesskyanidist.com) 或 [www.healthykyaniteam.com](http://www.healthykyaniteam.com) 是可以接受的,[www.kyanigermany.com](http://www.kyanigermany.com) 则不能接受。事业伙伴网站内所有有关 Kyäni 产品的图片和数据,均须来自网上办公室并经过 Kyäni 官方审核方可上载。
  7. Kyäni reserves the right at accept, deny, approve, or revoke any proposed Distributor website in its sole and absolute discretion.  
Kyäni 全权酌情保留接受、拒绝、批准或撤回任何建议事业伙伴网站的权利。
- k. **Domain Names and E-Mail Addresses:** Distributors may not use or attempt to register any of Kyäni's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Distributors incorporate or attempt to incorporate any of Kyäni's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address.

**域名及电邮地址:**事业伙伴不得就任何互联网域名使用或试图登记任何 Kyäni 的商号、商标、行业名称、行业标志、产品名称、本公司名称或其衍生项目。事业伙伴亦不得将任何 Kyäni 的商号、商标、行业名称、行业标志、产品名称、本公司名称或其衍生项目纳入或试图纳入任何电子邮件

地址。

1. Any e-mail address that uses the Kyäni name, must include “Kyänidist” or “Kyäniteam” and some other identifier. For example, johndoe.Kyänidist@gmail.com or johndoe.kyäniteam@gmail.com would be acceptable.  
凡使用 Kyäni 名称的任何电邮地址,必须包含「Kyänidist」,「Kyäniteam」,或「Independent Business Partner」及若干其他标识符。例如 johndoe.Kyänidist@gmail.com 或 johndoe.kyäniteam@gmail.com 即可获接纳。
2. If “Kyänidist” or “Kyäniteam” is included in the e-mail address the signature line of the e-mail address must also contain the name of the Distributor and the words “Kyäni Independent Distributor” or “Kyäni Independent Distributor Team”.  
倘电子邮件地址含有「Kyänidist」,「Kyäniteam」,或「Independent Business Partner」,其电子邮件签署栏亦必须含有事业伙伴名称及「Kyäni 独立事业伙伴」或「Kyäni 独立事业伙伴团队」的字句。

**I. Social Media Accounts:** If Kyäni is to be used in Social Media, any usernames that have Kyäni in them must contain “Kyänidist” or “Kyäniteam” in them. No other variations will be accepted. Usernames may not have Kyäni by itself, or any Kyäni specific product or trade names such as “Sunrise”, “Sunset”, “PayGate Accumulator”, etc. All images posted to a social media account that relate to Kyäni products must be officially approved Kyäni images and assets obtained from the Back Office.

**社交媒体账户:**如欲使用 Kyäni 名称于社交媒体账号中,则任何具有 Kyäni 在内的使用者姓名或专页名称,均须载有「Kyänidist」、「Kyäniteam」或「独立事业伙伴」在内。其他变化均不会被接受。使用者名称不得单独使用「Kyäni」或任何 Kyäni 之特定产品或商号名称,例如..「Sunrise」、「Sunset」、「PayGate Accumulator」等。产品、国家、市场及地区名称也不能使用。此外,所有在社交媒体上发放与 Kyäni 相关的图片,均必须经过 Kyäni 官方审核,而其来源则是来自网上办公室。

- m. Business Cards:** All business cards must contain the Kyäni Independent Distributor logo. The Distributor shall not have any reference or any content on the card that would reasonably lead a person receiving such card that the Distributor is an employee of Kyäni. If the Distributor chooses to publish his or her rank on the business card, any such rank designation must be accurate.

**名片:**所有名片必须印有 Kyäni 独立事业伙伴标志。事业伙伴不得在名片显示任何含有引起接获名片的人士,产生认为该事业伙伴为 Kyäni 雇员的提述或内容。倘事业伙伴选择于名片上印有其等级,任何有关等级称号必须为准确无误的数据。

- n. Trademarks and Copyrights:** Kyäni will not allow the use of its trade names, trademarks, designs, or symbols by any person, including a Kyäni Distributor, without its prior, written permission. Distributors may not produce for sale or distribution any recorded company events and speeches without written permission from Kyäni; nor may Distributors reproduce for sale or

for personal use any recording of company-produced audio or video tape presentations.

**商标及版权:**未经 Kyäni 事先书面批准,任何人士(包括 Kyäni 事业伙伴)不得使用其商号、商标、设计或标志。未经 Kyäni 书面批准,事业伙伴不得制作经任何录制的本公司活动及演讲辞以供出售或分派;事业伙伴亦不得复制任何本公司制作的音频或视频简报记录以供出售或个人用途。

- o. Media and Media Inquiries:** Distributors must not attempt to respond to media inquiries regarding Kyäni or its products or with regard to Kyäni in respect of their independent Kyäni business. All inquiries by any type of media that involves Kyäni in any respect must be immediately referred to Kyäni's Public Relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

**传媒及传媒查询:**事业伙伴均不得试图或有目的地对有关 Kyäni 或其产品或就其独立 Kyäni 业务的传媒查询作出响应。任何传媒关于 Kyäni 的查询,一律必须和立即转介至 Kyäni 公关部门。此项政策旨在确保向公众提供准确一致的信息,以及建立正面的公众形象。

- p. Bonus Buying:** "Bonus buying" includes: (a) the sponsoring of individuals or entities without the knowledge of and/or execution of an Independent Distributor Application and Agreement by such individuals or entities; (b) the fraudulent sponsoring or enrollment of an individual or entity as a Distributor or Customer; (c) the sponsoring or attempted sponsoring of non-existent individuals or entities as Distributors or Customers ("phantoms"); or (d) the use of a credit card by or on behalf of a Distributor or Customer when the Distributor or Customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

**额外采购:**「额外采购」包括:(a)在有关个人或实体未得悉及/或签立独立事业伙伴申请书及协议的情况下推荐该个人或实体;(b)以欺诈的方式推荐或登记个人或实体成为事业伙伴或客户;(c)推荐或试图推荐不存在的个人或实体作为事业伙伴或客户(「虚拟人物」);或(d)由事业伙伴或客户或代彼等使用信用卡,而事业伙伴或客户并非该信用卡的账户持有人。额外采购构成本政策及程序的重大违反事项,一律被严格禁止。

- q. Business Entities:** A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Kyäni Distributor by submitting its Certificate of Incorporation, Partnership Agreement or trust documents, and any appropriate government documents proving the existence of the business (these documents are collectively referred to as the "Entity Documents") to Kyäni, along with a properly completed Business Entity Registration form. If a Distributor is sponsored online, the Entity Documents and Business Entity Registration form must be submitted to Kyäni within 30 days of online sponsoring. A Kyäni business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another, but will require the normal Change of Ownership process be followed. The Business Entity Registration form must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Kyäni. Business Entity changes cannot be used to circumvent Change of

## Genealogy or Change of Ownership rules.

业务实体:一家公司、合伙企业或信托机构(在这部分均统称为“商业实体”)可透过向 Kyäni 递交公司注册证书、合伙协议或者信托文件,以及美国国税局 SS4 文件(这些文件均统称为“实体文件”),连同已填妥的商业实体登记表格,申请成为一位 Kyäni 事业伙伴。倘透过网上推荐,事业伙伴必须于网上推荐日期三十(30)日内向 Kyäni 提交实体文件及业务实体登记表格。某个个人 Kyäni 经销商或会在同一个推荐人下更改为一家合伙企业、公司或信托机构,或由一类商业实体更改为另一类,所有更改皆需要遵循正常的更改事业伙伴程序。业务实体登记表格必须由所有股东、合伙人或受托人签署。实体事业伙伴共同及个别就 Kyäni 的任何债务或其他责任承担责任。对商业实体作出的更改并不能绕避更改事业伙伴架构和更改事业伙伴关系的规则。

- r. **Changes to the Kyäni Business:** Each Distributor must immediately notify Kyäni of all changes to the information contained on his or her Distributor Application and Agreement by submitting a written request, a properly executed Distributor Application and Agreement with the correct information, and appropriate supporting documentation.

**Kyäni 业务的变更:**每位事业伙伴必须实时知会 Kyäni,有关其事业伙伴申请书及协议所载数据的变更,透过为提交书面方式申请、签署的事业伙伴申请书及协议,当中载列正确数据及适当的补充文件。

- s. **Change of Genealogy:** To protect the integrity of all marketing organizations and safeguard the hard work of all Distributors, Kyäni strongly discourages changes in genealogy. Maintaining the integrity of trees or structures is critical for the success of every Distributor and marketing organization. Accordingly, the transfer of a Kyäni business from one upline to another is rarely permitted.

更改架构:为保护所有营销组织的完整性,以及保障所有事业伙伴的勤奋成果,Kyäni 是强烈反对变更其架构资料。维持架结构的完整性,是每位事业伙伴及每家营销组织达致成功的关键。因此, Kyäni 业务转移到另一个上级是很難獲得允许。

Requests for change of genealogy must be submitted in writing to the Distributor Services Department, and must include the reason for the transfer. Transfers will only be considered in the following two (2) circumstances:

更改架构的要求必须以书面通知事业伙伴服务部,而且必须提供更改的原因。更改架构会按以下两个情况而被考虑:

- i. In cases involving fraudulent inducement or unethical sponsoring, a Distributor may request that he/she/it be transferred to another organization with his/her/its entire marketing organization intact. All requests for transfer alleging fraudulent sponsoring practices shall be evaluated on a case by case basis.

在涉及诱导欺诈或不道德的推荐的情况下,事业伙伴可提出要求把他/她整个销售架构原封不动地转移到其他架构。所有有关涉及欺诈推荐行为的指控将会个别进行评估。

- ii. The Distributor seeking to transfer submits a properly completed and fully executed Change of Genealogy Form which includes the written approval of all of the affected upline Distributors. If an upline Distributor fails to respond to the request for approval within the thirty days, the failure to respond shall be deemed a consent to the proposed transfer. Changes of Genealogy are only permitted within the first 30 days after enrollment. Changes after this date are not permitted. Downline Distributors will be moved with the transferring Distributor unless otherwise requested. Transferring Distributors must allow thirty (30) days after the receipt of the Change of Genealogy Forms by Kyäni for processing and verifying change requests. There is a special provision within the first 10 days where a Change of Genealogy Form is not required. During this time a sponsor may send from their email address on file to Kyäni Customer Service. After 10 days a form is required.

事业伙伴寻求转让需要提交正规,并且组织架构已经全面变更的申请表,其中包括所有受影响的上线事业伙伴的书面批准。如果上线事业伙伴未能在 30 天之内对批准的申请提供回复,将会被视之为同意该申请。更改架构的申请必须在事业伙伴登记后的首 30 天内提出,逾期申请将不获受理。除非有特别指示,否则下线的位置会随着申请修改架构的内容作出更改。在 Kyäni 收到更改架构申请表后,需要 30 天处理申请及核实更改内容。如果申请在首 10 天内提出,则不需要填写申请表。在这段时间推荐人可以发一个邮件到Kyäni客户服务,若 10 天之后所提出的申请便需要填表。

#### t. Unauthorized Claims and Actions 未获授权的申索及行动

1. *Indemnification:* A Distributor is fully responsible for all of his or her verbal and written statements made regarding Kyäni products and the Global Compensation Plan which are not expressly contained in official Kyäni materials. Distributors agree to indemnify Kyäni and Kyäni's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Kyäni as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

**弥偿:**事业伙伴为其所作出并非明确载于官方 Kyäni 数据内有关 Kyäni 产品及全球奖励计划的所有口头及书面声明承担全部责任。事业伙伴同意弥偿 Kyäni 及 Kyäni 董事、高级职员、雇员及代理,令彼等免受任何及所有责任损害,包括 Kyäni 因事业伙伴的未获授权声明或行动而产生的判决、民事处分、退款、律师费、诉讼费或业务损失。本条文将不会因独立事业伙伴协议终止而失效。



2. *Product Claims:* No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Kyäni may be made except those contained in official Kyäni literature as applicable to the destination country of sale. In particular, no Distributor may make any claim that Kyäni products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Kyäni policies, but they are potentially dangerous and may violate various national and local laws.

**产品声明:**除官方 Kyäni 印刷品,其所载适用于指定销售国家外,任何人士不得就 Kyäni提供的任何产品,作任何可用作治疗、医药或有益功效提出声明(包括个人见证)。尤其是事业伙伴不得作出任何 Kyäni 产品于治疗、医治、诊断、纾缓或预防任何疾病有效的声明。该等声明可被视为医学或药物声明。本声明不但违反 Kyäni 政策,更会带来潜在危险,并可能违反国家及当地法律。

3. *Income Claims:* In their enthusiasm to sponsor prospective Distributors, some Distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counter-productive because new Distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Kyäni, we firmly believe that the Kyäni income potential is great enough to be highly attractive, without reporting the earnings of others. Moreover, national and local laws often regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Distributors may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Kyäni as well as the Distributor making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Kyäni Distributors do not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the Kyäni opportunity or Global Compensation Plan to a prospective Distributor, may not make income projections, income claims, or disclose his or her Kyäni income (including the showing of checks, copies of checks, bank statements, or tax records). Hypothetical income examples that are used to explain the operation of the Global Compensation Plan, and which are based solely on mathematical projections, may be made to prospective Distributors, so long as the Distributor who uses such hypothetical examples (1) makes clear to the prospective Distributor(s) that such earnings are hypothetical; and (2) provides each prospective Distributor with a current copy of Kyäni's official income disclosure statement.

**收入声明:**由于积极推荐具潜力事业伙伴,若干事业伙伴在某些情况下会尝试作出收入声明或盈利声明以显示网络营销的固有影响力。此举会招致反效果,因为倘其业绩并未如其他人所获得的业绩般庞大或快速增长,新事业伙伴或因此顷刻感到失望。在 Kyäni,我们坚信 Kyäni 的高收入潜力足以创造莫大的吸引力,毋须申报其他各方的盈利。再者,国家及当地法律,经常规管或甚至禁止从事网络营销的人士作出若干种类的收入声明及见证。事业伙伴可能认为提供支票副本或披露其本人或他人的盈利是有利的做法,但本手法会带来法律后果,可能对 Kyäni 以及作出声明的事业伙伴造成负面影响,除非在作出收入声明

或盈利声明的同时作出法律规定的适当披露。由于 Kyäni 事业伙伴并无遵守法律规定作出收入声明所需的数据数据,故此向潜在事业伙伴呈列或讨论 Kyäni 商机或全球奖励计划时,事业伙伴不得作出收入预测、收入声明,或披露其 Kyäni 收入(包括展示支票、支票副本、银行结单或税务记录)。事业伙伴可向具潜力事业伙伴列举假设的收入例子说明全球奖励计划,该等例子仅为数字预测,前提为使用该等假设例子的事业伙伴(1)向潜在事业伙伴清楚表明该等盈利属假设性;及(2)向每名具潜力事业伙伴提供 Kyäni 官方收入披露声明的现有版本。

4. *Commercial Outlets:* Kyäni strongly encourages the selling of its products through person to person contact. In order to preserve Kyäni brand value and to help provide a standard of fairness for its Distributor base, Distributors may not without prior written permission from the Company display or sell Kyäni products or literature in any retail or service establishment, except as set forth herein. Kyäni will permit Distributors to solicit and make sales in retail or service establishments so long as the establishment is: (1) an independent locally-owned retail establishment, and not part of a national, regional, or statewide chain; or (2) an office of a health care practitioner. Kyäni will permit Distributors to solicit and make commercial sales upon prior written approval from the Company. For the purposes of these Policies and Procedures, the term "commercial sale" means the sale of: (a) Kyäni products that equal or exceed MYR 3,200 or more in a single order; and (b) To a third party who intends to resell the products to an end consumer.

商业销售点:Kyäni 强烈建议透过亲身见面的方式出售其产品。为维持 Kyäni 的品牌价值及协助为其事业伙伴基础提供公平的标准,事业伙伴在取得本公司的事先书面批准前,除本政策所述的情况外,不得于任何零售或服务场所内展示或出售 Kyäni 产品或印刷品。Kyäni 将会容许事业伙伴于零售或服务场所内招揽及作出销售,只要该场所为:(1)本地拥有的独立零售场所,并非国家、地区或全国连锁店的一部分;或(2)保健医生诊所或其办公室。Kyäni 将会容许事业伙伴在获得本公司事先书面批准后招揽及作出商业销售。就本政策及程序而言,「商业销售」指:(a)相等于或超过MYR 3,200或以上的单一订单的 Kyäni 产品销售;及(b)对拟转售产品予最终客户的第三方的销售。

5. *Trade Shows, Expositions and Other Sales Forums:* Distributors may display and/or sell Kyäni products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Distributors must contact the Distributor Services Department in writing for conditional approval, as Kyäni's policy is to authorize only one Kyäni business per event. Final approval will be granted to the first Distributor who submits an official advertisement of the event, a copy of the contract signed by both the Distributor and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Distributor Services Department. In order to preserve its valuable brand, Kyäni further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Kyäni opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image Kyäni wishes to portray.

展会、博览会及其他销售座谈会:事业伙伴可于展会及专业博览会上展示及 Kyäni 产品。由于 Kyäni 的政策为每项活动仅授权一项 Kyäni 业务,故此在向活动推广员交付订金前,事业伙伴必须以书面联络客户服务部取得有条件的认可。首名递交官方活动广告、事业伙伴及活动职员双方签立的合约副本及说明已支付摊位订金的收据的事业伙伴将获最终审批。批准只会授予所指定的活动。参与任何日后活动必须重新向客户服务部递交要求。为维持其宝贵的品牌,Kyäni 进一步保留拒绝授权参与任何其认为并非宣传其产品或 Kyäni 商机的适当座谈会的活动的权利。概不会批准换物会、旧物拍卖、跳蚤市场或农夫市集,因为本活动对 Kyäni 有意建立的专业形象并无帮助。

6. *No Predatory Pricing:* All sales of Kyäni products by Distributor must be at the published Distributor wholesale price as shown on the Kyäni website on the date of sale.

概无掠夺性订价:事业伙伴销售所有 Kyäni 产品时必须按销售日期于 Kyäni 网站所显示及公布的事业伙伴零售价进行。

#### u. Conflicts of Interest 利益冲突

1. *Non-solicitation:* Kyäni Distributors may participate in other direct selling or network marketing or multilevel marketing ventures (collectively "network marketing"), related to non-Kyäni products if they desire to do so. However, if a Distributor elects to participate in another network marketing opportunity, in order to avoid conflicts of interest and loyalties, Distributors are prohibited from Unauthorized Recruiting, which includes the following:

禁止招揽:事业伙伴可自行参与非 Kyäni 产品相关的其他直销或网络营销或多层式营销活动(统称「网络营销」)。然而,倘事业伙伴选择参与另一网络营销机会,为免利益冲突及表示忠心,事业伙伴不得参与未获授权的招聘,而此包括下列各项:

During the term of this agreement, any actual or attempted recruitment or sponsoring of Kyäni Customers or Distributors for other network marketing business ventures, either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures to any Kyäni Customer or Distributor, or implicitly or explicitly encouraging any Kyäni Customer or Distributor to join other business ventures. Because there is an extreme likelihood that conflicts will arise if a Distributor operates two network marketing programs, it is the Distributor's responsibility to first determine whether a prospect is a Kyäni Customer or Distributor before recruiting or sponsoring the prospect for another network business venture.

在该协议期间直接或透过第三方就其他网络营销业务活动对 Kyäni 客户或事业伙伴作出的任何实际或企图招聘或推荐。此包括但不限于向任何 Kyäni 客户或事业伙伴提供或协助提供其他网络营销业务活动,或暗示或明确鼓励任何 Kyäni 客户或事业伙伴参与其他业务活动。倘事业伙伴营运两项网络营销计划,极有可能会产生冲突,故此,事业伙伴有责任于招聘

或推荐其他网络业务活动的潜在对象前首先决定潜在对象是否 Kyäni 客户或事业伙伴。

For a period of six months following the cancellation of a Distributor's Agreement, the former Distributor may not recruit any Kyäni Distributor or Customer for another network marketing program.

于事业伙伴协议正式接获取消后六(6)个月期间,前任事业伙伴不得就其他网络营销计划招聘任何 Kyäni 事业伙伴或客户。

Producing or offering any literature, tapes or promotional material of any nature for another network marketing business which is used by the Distributor or any third person to recruit Kyäni Customers or Distributors for that business venture;

为其他网络营销业务制作或提供任何性质的印刷品、录音带或宣传材料,而有关项目乃事业伙伴或任何第三方用于就该业务活动招聘 Kyäni 客户或事业伙伴;

Selling, offering to sell, or promoting any competing non-Kyäni products to Kyäni Customers or Distributors. Any product in the same generic category as a Kyäni product is deemed to be competing; e.g.; any dietary supplement is in the same generic category as Kyäni's dietary supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content.

向 Kyäni 客户或事业伙伴出售、提供出售或推广任何属互相竞争的非 Kyäni 产品。任何与 Kyäni 产品属同一种类的产品均被视为互相竞争,例如:不论成本、质量、成分或营养含量的差异,任何食品补充剂均被视为与 Kyäni 食品补充剂属同一范畴,因此属互相竞争的产品。

Offering Kyäni products, or promoting the Kyäni Global Compensation Plan, in conjunction with any non-Kyäni products, business plan, opportunity, or incentive; or

在涉及非 Kyäni 本公司内的产品,奖励,商机的场合中,同时提供 Kyäni 产品及 Kyäni 全球奖励计划予他人;或

Offering any non-Kyäni products, business plan, opportunity, or incentive at any Kyäni meeting, seminar, launch, convention, or other Kyäni function, or immediately following such event.

于任何 Kyäni 会议、研讨会、发布会、大型会议或其他 Kyäni 活动,或相关活动后,提供任何非 Kyäni 本公司的产品、业务计划、商机或奖励予他人。

2. *Downline Activity Reports:* Downline Activity Reports are available for Distributor access and viewing at Kyäni's official website. Access to online Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets

belonging to Kyäni. Downline Activity Reports are provided to Distributors in strictest confidence and are made available to Distributors for the sole purpose of assisting Distributors in working with their respective Downline Organizations in the development of their Kyäni business. Distributors should use their Downline Activity Reports to assist, motivate, and train their downline Distributors. The Distributor and Kyäni agree that, but for this agreement of confidentiality and nondisclosure, Kyäni would not provide Downline Activity Reports to the Distributor. A Distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

下级活动报表:事业伙伴可以随时在 Kyäni 的官方网页浏览下级活动报表。事业伙伴需要密码到网上取阅下级活动报表,而所有报表和当中所载有的资讯皆为机密,并且属于Kyäni 的专有资讯和商业秘密。下线活动报表应该只对事业伙伴作为业务发展的辅助作用。事业伙伴应该把报表用于辅助,带动,和培训下线事业伙伴。Kyäni 和事业伙伴双方同意,根据保密协议所指,Kyäni 不会向事业伙伴提供下线活动报表;而事业伙伴不会以自己身份,或者以其他人、合作关系、协会、公司,或者其他单位:

- i. Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;  
直接或间接向第三者透露任何下级活动报表的资讯;
- ii. Directly or indirectly disclose his or her password or other user access code to his or her Downline Activity Report;  
直接或间接透露其他使用途径以取得下级活动报表;
- iii. Use the information to compete with Kyäni or for any purpose other than promoting his or her Kyäni business;  
使用资讯,并非用作推广 Kyäni 的业务,而对 Kyäni 作出竞争;
- iv. Recruit or solicit any Distributor or Customer of Kyäni listed on any report, or in any manner attempt to influence or induce any Distributor or Preferred Customer of Kyäni, to alter their business relationship with Kyäni; or  
招揽或者请求在报表上任何 Kyäni 事业伙伴或者客户,或者以任何方法试图或诱导任何 Kyäni 事业伙伴或优惠客户去改变他们与 Kyäni 的合作关系;或
- v. Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.  
向任何人、合伙人、协会、公司,或任何实体使用或披露下级活动报表载有的资料

Upon the Company's request, any current or former Distributor will return the original and all copies of Downline Activity Reports to the Company.

依公司的要求,任何目前或前事业伙伴将要交回所有下线活动报表的正本和副本。

- v. Targeting Other Direct Sellers:** Kyäni does not condone Distributors specifically or consciously targeting the sales force of another direct sales company to sell Kyäni products or to become Distributors for Kyäni, nor does Kyäni condone Distributors solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Distributors engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Distributor alleging that he or she engaged in inappropriate recruiting activity of its sales force or Customers, Kyäni will not pay any of the Distributor's defense costs or legal fees, nor will Kyäni indemnify the Distributor for any judgment, award, or settlement.

**以其他直销商为目标:**Kyäni 不容许事业伙伴特意或有意识地,以另一家直销公司的销售团队为目标,出售 Kyäni 的产品或使之成为 Kyäni 的事业伙伴,Kyäni 亦不容许事业伙伴招揽或引诱另一家直销公司的销售团队成员违反与该另一公司的合约条款。倘事业伙伴从事该等活动,须承受被该另一直销公司起诉的风险。倘事业伙伴遭提出任何诉讼、仲裁或调解,指控其从事不当招聘其销售团队或客户的活动,Kyäni 将不会为事业伙伴支付任何辩护费或诉讼费,Kyäni 亦将不会就任何判决、裁决或和解弥偿事业伙伴。

- w. Cross-Recruiting:** Actual or attempted cross-recruiting is strictly prohibited. Cross• recruiting is defined as solicitation, enrollment or sponsoring of an individual or entity that already has a current Customer or Distributor Agreement on file with Kyäni within a different line of sponsorship, or who has had such an agreement within the preceding twelve calendar months. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Distributors shall not demean, discredit or defame other Kyäni Distributors in an attempt to entice another Distributor to become part of the first Distributor's marketing organization.

**跨公司招聘:**不得实际或企图进行跨公司招聘。跨公司招聘的定义为招揽、招聘或推荐已拥有在不同推荐线中向 Kyäni 登记的现任客户或独立事业伙伴协议的个人或实体,或于过去十二(12)个月内拥有该等协议的个人或实体。不得使用配偶或亲属的名称、商号、经营别称、化名、公司、合伙企业、信托、联邦识别号码或虚构的身份识别号码规避本政策。事业伙伴不应贬低、抹黑或中伤其他 Kyäni 事业伙伴以引诱另一名事业伙伴加入首名事业伙伴的营销组织。

If cross-recruiting is discovered, it must be brought to the Company's attention immediately. Kyäni may take disciplinary action against the Distributor that changed organizations and/or those Distributors who encouraged or participated in the cross•recruiting. Kyäni may also move all or part of the offending Distributors downline to his or her original Downline Organization if the Company deems it equitable and feasible to do so. However, Kyäni is under no obligation to move the cross-recruited Distributor's Downline Organization, and the ultimate disposition of the organization remains within the sole discretion of Kyäni. Distributors waive all claims and causes of action against Kyäni arising from or relating to the disposition of the cross-sponsored Distributor's Downline Organization.

倘揭发跨公司的招聘,必须实时知会本公司。Kyäni 可对导致组织变动的事业伙伴及/或鼓励或参与跨公司招聘的该等事业伙伴采取纪律处分。倘本公司认为公平及可行,Kyäni 亦可将违规的事业伙伴全部或部分调至其原属下线组织的下线。然而,Kyäni 并无责任对跨公司招聘的事业伙伴的下

线组织作出调动,而该组织的最终处置将继续由 Kyäni 全权酌情决定。事业伙伴放弃所有针对 Kyäni 因处置跨公司招聘的事业伙伴的下线组织所产生或与之相关而提出的所有申索及诉讼权利。

- x. **Errors or Questions:** If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Distributor must notify Kyäni in writing within 60 days of the date of the purported error or incident in question. Kyäni will not be responsible for any errors, omissions or problems not reported to it within 60 days.

**错误或疑问:**倘事业伙伴对佣金、奖金、下线活动报表或收费存有疑问或认为出现任何错误,事业伙伴必须于据称错误或有关事项日期六十(60)日内书面知会 Kyäni。Kyäni 将不会就并未于六十(60)日内向其汇报的任何错误、遗漏或问题负责。

- y. **Excess Inventory Purchases Prohibited:** Distributors are not required to carry inventory of products or sales aids. Distributors who do so may find making retail sales and building a marketing organization somewhat easier because of the decreased response time in fulfilling Customer orders or in meeting a new Distributor's needs. Each Distributor must make his or her own decision with regard to these matters. To ensure that Distributors are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Kyäni upon the Distributor's cancellation pursuant to the terms described herein.

**禁止购买过剩存货:**事业伙伴不需要囤积商品存货或销售工具。事业伙伴或因发现销售及建立营销组织时更为容易,缩短处理客户订单或满足新事业伙伴需求的响应时间。每名事业伙伴必须自行决定本事宜。为确保事业伙伴不会受其未能出售的过剩存货阻碍,该等存货可在事业伙伴根据本政策所述条款取消时退回予 Kyäni。

Kyäni strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the Kyäni Global Compensation Plan. Distributors may not purchase more inventory than they can reasonably resell or consume in a month nor may they encourage others to do so. Distributors are prohibited from purchasing more than MYR 3,200 in products per month unless they certify to Kyäni that they have pending retail orders in excess of that amount or provide Kyäni with other written reason why such a purchase is necessary.

Kyäni 严格禁止采购非合理性的数量的产品,主要目的为界定 Kyäni 全球奖励计划的佣金、奖金或晋升资格。事业伙伴不得采购多于其于一个月内可合理转售或消耗的存货,亦不得鼓励他人如此行事。事业伙伴每月不得采购多于MYR 3,200的产品,除非彼等知会 Kyäni 其拥有超出有关金额之待处理零售订单,或向 Kyäni 提供其他解释,说明有必要作出有关采购的理由。

- z. **Governmental Approval or Endorsement:** Neither local nor national governmental regulatory agencies nor governmental officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Distributors shall not represent or imply that Kyäni or its Global Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency or official.

**政府批准或批注:**本地或国家政府监管机关或政府官员概无批准或批注任何直销或网络营销公司或计划。因此,事业伙伴不应声明或暗示 Kyäni 或其全球奖励计划获任何政府机关或官员「批准」、「批注」或以其他方式核准。

- aa. Identification:** All Distributors are required to provide any requested identification, tax or national identification number on or in conjunction with the Distributor Application and Agreement. Upon joining, the Company will provide a unique Distributor Identification Number to the Distributor by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

证明文件:所有事业伙伴均须提供独立事业伙伴申请书及协议上的任何所需证明文件、税务或国家识别号码,或连同申请书及协议一并提供。加入公司时,我司会向事业伙伴提供一个专属的事业伙伴辨认号码以兹识别。此辨认号码将用于下订单,及追踪佣金及奖金。

- bb. Income Taxes:** Every year, Kyäni will provide such tax and information forms or declarations as it is legally required to submit to the relevant governmental bodies or agencies. Each Distributor is responsible for paying all taxes on any income generated as an Independent Distributor.

收入税:Kyäni 每年将获提供法律规定,须向相关政府组织或机构递交的税务及数据表格或声明。每名事业伙伴均须负责就其作为独立事业伙伴产生的任何收入缴纳所有税项。

- cc. Independent Contractor Status:** Distributors are independent contractors. The agreement between Kyäni and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Distributor, nor does the relationship involve the purchase of a franchise or the purchase of a business opportunity. The Distributor has no authority (expressed or implied), to bind the company to any obligation. Each Distributor shall establish his or her own goals, hours, and methods of sale, and other means of operating the Distributor's independent business, except as may be limited by the Distributor's contractual obligations and applicable laws.

独立承包商身分:事业伙伴为独立承包商。Kyäni 与其事业伙伴之间的协议并无于本公司及事业伙伴之间建立雇主/雇员关系、代理、合伙企业或合资企业,而两者之间的关系亦不涉及购买专营权或获取商机。事业伙伴无权(明示或隐含)约束本公司承担任何责任。每名事业伙伴应订立其本身的销售目标、时间及方法,以及其他经营事业伙伴的独立业务的方式,事业伙伴的合约责任及适用法律所限者除外。

The name of Kyäni and other names as may be adopted by Kyäni are proprietary trade names, trademarks and service marks of Kyäni. As such, these marks are of great value to Kyäni and are supplied to Distributors for their use only in an expressly authorized manner. Use of Kyäni name on any item not produced by the company is prohibited except as follows:

Kyäni 的名称及其他 Kyäni 可能采纳的名称为 Kyäni 的专有商号、商标及服务标志。因此,该等标志对 Kyäni 有莫大的价值,并仅提供予事业伙伴以明确授权的方式使用。除下列各项外,不得于任



何并非本公司生产的项目上使用 Kyäni 的名称:

Distributor's Name Independent Kyäni Distributor

事业伙伴名称 独立 Kyäni 事业伙伴

All Distributors may list themselves as an "Independent Kyäni Distributor" in the white or yellow pages of the telephone directory under their own name. No Distributor may place telephone directory display ads using Kyäni's name or logo. Distributors may not answer the telephone by saying "Kyäni", "Kyäni Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Kyäni. ‘

所有事业伙伴均可以其本身的名称在电话簿白页或黄页中将自己列为「Kyäni 独立事业伙伴」。事业伙伴不得使用 Kyäni 的名称或标志在电话簿内刊登普通广告。事业伙伴不得以「Kyäni」、「Kyäni 公司」或任何其他导致来电者认为其与 Kyäni 公司办事处通话的方式接听电话。

- dd. Insurance Business Pursuits Coverage:** Kyäni does not provide insurance coverage for your independent business operation. Distributors may wish to arrange insurance coverage for their business as they deem appropriate.

**业务发展保险:**Kyäni 不会为阁下的独立业务营运投保。事业伙伴或须在其视为合适的情况下为其业务投保。

- ee. Product Liability Coverage:** Kyäni maintains insurance to protect the Company and Distributors against product liability claims through a "Vendors Endorsement" which extends coverage to Independent Distributors so long as they are marketing Kyäni products in accordance with Company Policies and applicable laws and regulations. Kyäni's product liability policy does not extend coverage to claims or actions that arise as a result of a Distributor's misconduct in marketing the products or to other risk factors involved in the Distributor's independent business activities.

**产品责任风险:**Kyäni 为保障本公司及事业伙伴免于透过「卖家批单」提出的产品责任申索投保, 只要独立事业伙伴按照本公司政策及适用法律及法规推销 Kyäni 的产品,该项保险的保障范围亦延伸至涵盖独立事业伙伴。Kyäni 的产品责任保单并无延伸至涵盖因事业伙伴推销产品时的失当行为所引致的申索或行动,或其他事业伙伴的独立业务活动所涉及的风险因素。

- ee. International Marketing:** Distributors are authorized to sell Kyäni products, and enroll Customers or sponsor Distributors only in the countries in which Kyäni is authorized to conduct business, as announced in official company literature. In countries where Kyäni has authorized sales and distributor activities, Distributors shall conform to the specific Kyäni rules for that individual country. Such rules may vary from country-to-country and Distributors are obligated to know the appropriate rules for the country and venues in which they intend to conduct business. Country-specific information may be presented from time to time under a country addendum to these Policies and Procedures.

**国际营销:**事业伙伴仅获授权于 Kyäni 获授权进行业务的国家(见公司官方印刷品内公布),出售

Kyäni 产品及招募客户或推荐事业伙伴。在 Kyäni 获授权进行销售及事业伙伴活动的国家内,事业伙伴应遵守该个别国家的特定 Kyäni 规则。该等规则在不同国家可能有所不同,而事业伙伴有责任知悉拟进行业务的国家及地点的所适用规则。本政策及程序的国家附录不时呈列国家特定资料。

- ff. Adherence to Laws and Ordinances:** Many communities have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Distributors because of the nature of their businesses. However, Distributors must obey those laws that do apply to them. If a government official or agency notifies a Distributor that an ordinance applies to him or her, the Distributor should respond politely and cooperatively; when appropriate, the Distributor is encouraged to send a copy of the ordinance to the Compliance Department of Kyäni.

**遵从法律及条例:**不少团体设有监管居家企业的法律。在大部分情况下,由于事业伙伴的业务性质,该等条例并不适用于事业伙伴。然而,事业伙伴必须遵守适用于相关的法律。倘政府官员或机构知会事业伙伴某条例对其适用,则事业伙伴应有礼貌并配合地作出响应;在适用的情况下,本公司鼓励事业伙伴向 Kyäni 的合规部门递交条例的副本。

- gg. Minors:** No person who is recognized as a minor in his/her state or country of residence may be a Kyäni Distributor. Distributors shall not sponsor or recruit minors into the Kyäni program.

**未成年人士:**Kyäni 事业伙伴不得为在其居住的州分或国家内被视为未成年的人士。事业伙伴不应推荐或招聘未成年人士加入 Kyäni 的计划。

- ii. Actions of Household Members or Affiliated Individuals:** If any member of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and Kyäni may take disciplinary action against the Distributor. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and Kyäni may take disciplinary action against the entity.

**家庭成员或联属人士的行动:**倘事业伙伴的任何直属家庭成员,使用任何以本公司事业伙伴身分举行活动即属违反该协议条文,有关活动将被视作为事业伙伴违反事项,而 Kyäni 可对该事业伙伴采取纪律处分。同样地,倘任何人士以任何形式与违反该协议的公司、合伙企业、信托或其他实体(统称「联属人士」)有所关连,该等行动亦将被视为该实体的违反事项,而 Kyäni 可对该实体采取纪律处分。

- jj. Re-packaging and Re-labeling Prohibited:** Distributors may not re-package, re-label, refill or alter the labels on any Kyäni products, information, materials or programs in any way. Kyäni products must be sold in their original containers only: re-labeling or repackaging could subject Distributors to criminal or civil liability, especially if harm results to property or to another person.

**禁止重新包装及重新标签:**事业伙伴不得以任何方式将任何 Kyäni 产品、数据、宣传信息或计划重新包装、重新标签、重新添加补充或更改其标签。Kyäni 的产品只可在其原有的容器内出售:重新标签或重新包装可令事业伙伴面临刑事或民事责任,尤其是倘对产权或他人造成损害。

**kk. Requests for Records:** Any request from a Distributor for copies of invoices, applications, downline activity reports, or other records will require a fee of MYR 3.20 per page per copy to cover the expense of mailing and time required to research files and make copies of the records.

**申请报告副本:** 事业伙伴向我们提出销售单、申请表、下级活动报表,或者任何报告的副本将需要以每个复印每页支付**MYR3.20**,此费用是按邮寄、翻查档案所需时间及复印而收取。

**II. Sale, Transfer or Assignment of Kyäni Business:** Although a Kyäni business is a privately owned, independently operated business, the sale, transfer or assignment of a Kyäni business is subject to certain limitations. If a Distributor wishes to sell/transfer his or her Kyäni business, the following criteria must be met:

**销售、转让或分配 Kyäni 业务:**虽然 Kyäni 的业务是属于私人拥有、独立经营的商业,但其销售、转让,或分配有关业务还是受某些限制的。若一个事业伙伴打算卖出/转让他/她的 Kyäni 业务的话,必须符合以下的条件:

1. Protection of the existing line of sponsorship must always be maintained so that the Kyäni business continues to be operated in that line of sponsorship.  
必须保持及保护现有行的推荐线,以便 Kyäni 业务继续经营。
2. There will be an Administrative Fee of MYR 800 for all transactions.  
所有交易将会收取MYR800 元行政费。
3. Before the sale, transfer or assignment can be finalized and approved by Kyäni, any debt obligations the selling Distributor has with Kyäni must be satisfied.  
卖方事业伙伴在销售、转让或分配业务前必须符合 Kyäni 的债务凭证,Kyäni 方会处理和批准有关申请。
4. The selling Distributor must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Kyäni business.  
卖方事业伙伴需要保持良好信誉,并且在没有违反任何事业伙伴协议下,方有资格申请销售、转让或分配业务。

Kyäni has the sole discretion to accept or reject all sales transactions.

Kyäni 全权酌情有关接受或拒绝所有销售交易。

5. Upon complete execution of the purchase and sale agreement, and the new Distributor Agreement, the parties must submit copies of the same to Kyäni's Distributor Services Department for review and approval. Kyäni reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. Kyäni's Distributor Services Department will, in its discretion, approve or deny the sale, transfer or assignment within 30 days after the receipt of all necessary documents from the parties.

在完成执行买卖、销售协议,以及新独立事业伙伴的协议,各方必须提交所有文件的副本到

Kyäni 事业伙伴服务部以进行审阅和批准。Kyäni 并保留作出要求附上额外文件的权利,以作为分析买卖双方的交易。Kyäni 事业伙伴服务部在收取所有有关文件后,会在 30 天之内决定接受或拒绝该项销售、转让或分配的申请。

6. If the new owner(s) will be a corporation, trust, partnership, or any other type of business entity then the Certificate of Incorporation, Partnership Agreement or trust documents, and any appropriate government documents proving the existence of the business are required to be sent to Kyäni before any changes will be considered or approved.

倘若新所有者(们)将会是一家公司、信托机构、合伙企业,或任何其他商业实体,必须向 Kyäni 递交公司注册证书、合伙协议或者信托文件,以及美国国税局 SS4 文件,否则往后任何更改的申请将不予受理。

7. Changes of Ownership cannot be used to circumvent rules governing Changes of Genealogy.  
更改会员并不能绕避更改会员架构的规则。

If the parties fail to obtain Kyäni's approval for the transaction, the transfer may be voidable at Kyäni's option. If Kyäni approves the transfer the purchaser of the existing Kyäni business will assume the obligations and position of the selling Distributor. A Distributor who sells his or her Kyäni business shall not be eligible to re-apply as a Kyäni Distributor for a period of at least twelve full calendar months after the sale. No changes in line of placement or sponsorship can result from the sale or transfer of a Kyäni business.

倘若各方未能获得 Kyäni 对交易的批准,则 Kyäni 一方会考虑把转让作废。若 Kyäni 批准该项转让则目前 Kyäni 业务的买方事业伙伴将要承担卖方事业伙伴的义务。事业伙伴在卖出他/她的业务后的 12 个历月之内不得再次重新申请作为 Kyäni 事业伙伴。销售或转让 Kyäni 业务并不会对安置图或推荐人有任何变动。

**mm. Separation of a Kyäni Business:** Kyäni Distributors sometimes operate their Kyäni businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Distributors and the Company, Kyäni will unilaterally terminate the Distributor Agreement.

**分割 Kyäni 业务:**Kyäni 事业伙伴按时将 Kyäni 业务作为夫妻合伙企业、正规合伙企业、公司或信托经营。在本情况下,由于婚姻可能最终会离婚,或公司、合伙企业或信托(后者三类实体于本政策内统称为「实体」)可能解散,故此必须作出安排确保任何业务分割或分配,均能在不会对推荐生产在线或下级的其他业务的利益及收入造成不利影响的情况下完成。倘拆伙双方未能保障其

他事业伙伴及本公司的最佳利益,Kyäni 将单方面终止事业伙伴协议。

During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

在有待处理离婚或实体解散的期间,订约各方必须采纳下列其中一项经营方法:

1. One of the parties may, with consent of the other(s), operate the Kyäni business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Kyäni to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

其中一名订约方可在另一方的同意下根据书面指明转让经营 Kyäni 业务,据此,离异的配偶、拆伙股东、合伙人或受托人授权 Kyäni 直接及全权与另一配偶或并无拆伙的股东、合伙人或受托人处理业务。

2. The parties may continue to operate the Kyäni business jointly, whereupon all compensation paid by Kyäni will be paid in the joint names of the Distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

订约各方可继续共同经营 Kyäni 业务,据此,所有由 Kyäni 支付的奖励均将可能各自同意的的方式以将拆伙的事业伙伴或实体的共同名义获支付。

3. If the parties cannot mutually agree on how the business shall be allocated during the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.

倘订约各方未能在处理离婚或解散的期间互相同意分配业务的方式,本公司将根据申请离婚或解散前存在的现状处理业务。

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Kyäni split commission and bonus checks between divorcing spouses or members of dissolving entities. Kyäni will recognize only one Downline Organization and will issue only one commission check per Kyäni business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Distributor Agreement shall be involuntarily cancelled.

在任何情况下,离异配偶或解散业务实体的下线组织均不得分割。同样地,在任何情况下,Kyäni 亦不得在离异配偶或解散实体事业伙伴之间分配佣金及奖金支票。Kyäni 将只会认可一间下级组织,并将只会于每个佣金周期就每项 Kyäni 业务签发一张佣金支票。佣金支票永远出具予同一个人

或实体。倘离婚或解散的法律程序的双方未能解决分配佣金及业务拥有权方面的纠纷,独立事业伙伴协议将获非自愿取消。

If a former spouse or a former entity affiliate has completely relinquished all rights in their original Kyäni business, they are thereafter free to sponsor under any sponsor of their choosing, so long as he or she meets the waiting period requirements set forth herein. In such case, however, the former spouse or partner shall have no rights to any Distributors in their former organization or to any former retail Customer. They must develop the new business in the same manner as would any other new Distributor.

倘前任配偶或前任实体的联属人士完全放弃在其原有 Kyäni 业务中的所有权利,只要其达到本政策所载的等候期规定,其后可在彼等选择的任何推荐人下作出推荐及加入。然而,在此情况下,前任配偶或合伙人对其前任组织的任何事业伙伴或任何前任零售客户将再无任何权力。彼等必须以与任何其他新事业伙伴相同的方式开展新业务。

- nn. Sponsoring:** All active Distributors in good standing have the right to sponsor and enroll others into Kyäni. Each prospective Customer or Distributor has the ultimate right to choose his or her own Sponsor. If two Distributors claim to be the Sponsor of the same new Distributor or Customer, the Company shall regard the first application received by the Company as controlling. In addition, Kyäni reserves the right to deny enrollment in countries or territories where the company is not officially open.

**推荐:**所有具有良好信誉的活跃事业伙伴均有权推荐及招揽他人加入 Kyäni。每名具潜力客户或事业伙伴均有最终权力挑选其本身的推荐人。倘两名事业伙伴自称为同一名新事业伙伴或客户的推荐人,本公司将视本公司接获的首份申请为拥有控制权。此外,Kyäni 保留拒绝及决定事业伙伴无正式进驻的国家或地区的登记的权力。

- oo. Stacking:** The term "stacking" includes: (a) the failure to transmit to Kyäni, or the holding of an Independent Distributor Application and Agreement longer than 72 hours after its execution; (b) the placement or manipulation of Independent Distributor Applications and Agreements for the purpose of maximizing compensation pursuant to Kyäni's Global Compensation Plan; or (c) providing financial assistance to new Distributors for the purpose of maximizing compensation pursuant to Kyäni's Global Compensation Plan. Stacking constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

**堆栈:**「堆栈」指:(a) 签立后超过 72 小时仍未能将独立事业伙伴申请书及协议转交 Kyäni 或仍持有该等文件;(b) 安置或操纵独立事业伙伴申请书及协议以尽量提高根据 Kyäni 全球奖励计划可得的奖励;或(c) 为新事业伙伴提供财务资助以尽量提高根据 Kyäni 全球奖励计划可得的奖励。堆栈构成本政策及程序的重大违反事项,一律被严格禁止。

- pp. Succession:** Upon the death of an individual Distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation under local law must be submitted to the Company to ensure the transfer is proper. Accordingly, a Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument as required under local law. Whenever a Kyäni business is transferred by a will or other testamentary process as

required under local law, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Distributor's marketing organization provided the following qualifications are met. The successor(s) must:

**继承:**一名个人事业伙伴身故时,其业务可传予其继承人。有关当地的法律下所适用的法律文件,必须递交予本公司,确保转让妥善进行。因此,事业伙伴应咨询律师,协助其按本地法律规定编制遗嘱或其他遗嘱文件。每当根据本地法律规定按遗嘱或其他遗嘱法律程序转让 Kyäni 业务时,在符合下列资格的前提下,受益人会获得身故事业伙伴的营销架构收取所有奖金及佣金的权利。继承人必须:

1. Execute a new Distributor Agreement;  
签订新独立事业伙伴协议;
2. Comply with terms and provisions of the Agreement; and  
遵守该协议条款及条文;及
3. Meet all of the qualifications for the deceased Distributor's status.  
符合身故事业伙伴身分的所有资格。

Bonus and commission checks of a Kyäni business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide Kyäni with an "address of record" to which all bonus and commission checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity to continue a distributorship.

Kyäni 提供「登记地址」以供寄发所有奖金及佣金支票之用。倘业务遗赠予联合受遗赠人,则彼等须成立业务实体以维持事业伙伴关系。

**qq. Transfer Upon Incapacitation of a Distributor:** To effect a transfer of a Kyäni business because of incapacity, the successor must provide the following to Kyäni: (1) a notarized copy of an appointment as guardian or trustee; (2) a notarized copy of the court Order or other documentation as required under local law that establishes the right by the successor to administer the Kyäni business; and (3) a completed Distributor Agreement executed by the trustee.

**无能力担任事业伙伴时转让:**因无能力而转让 Kyäni 业务,继承人必须向 Kyäni 提供下列各项: (1) 监护人或受托人委任书的经公证副本;(2)当地法律规定的确立继承人监管 Kyäni 业务的权利的法院颁令或其他文件的经公证副本;及(3)受托人签立的完整独立事业伙伴协议。

#### 4. **RESPONSIBILITIES OF DISTRIBUTORS (事业伙伴的责任)**

- a. **Change of Address or Telephone:** To ensure timely delivery of products, support materials, and commission checks, it is critically important that Kyäni's files are current. Distributors are required to keep all address and telephone number information current. This may be done in the Distributor's Back Office or in the alternative by sending such corrections as are necessary to Customer Service. To guarantee proper delivery of orders, all changes should be received not less than two weeks prior to the effective date of the address or telephone number change.

**更改地址或电话:**为确保准时发送产品、补充数据及佣金支票,Kyäni 所运作的档案为最更新数据是至关重要。事业伙伴必须提供有关地址及电话号码最更新的数据。此举可于事业伙伴网上办公室或向客户服务部递交有关更正而达成。为保证妥善的交付订单,所有更改须于地址或电话号码的更改生效日期前不少于两星期提交。

- b. **Ongoing Training:** In order to be successful with the Kyäni opportunity, any Distributor who sponsors another Distributor into Kyäni should perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Kyäni business. Distributors should have ongoing contact and communication with the Distributors in their Downline Organizations. Examples of such contact and communication may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of downline Distributors to Kyäni meetings, training sessions, and other functions. Upline Distributors should also seek to motivate and train new Distributors in Kyäni product knowledge, effective sales techniques, the Kyäni Global Compensation Plan, compliance with Company Policies and Procedures, and compliance with local law. Distributors must monitor the Distributors in their Downline Organizations to ensure that downline Distributors do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Distributor should be able to provide documented evidence to Kyäni of his or her ongoing fulfillment of the responsibilities of a Sponsor.

**持续培训:**为旨在将 Kyäni 商机达致成功,任何推荐另一名事业伙伴加盟 Kyäni 的事业伙伴,应乐意提供援助及培训责任,确保其下线架构可以妥善地经营其 Kyäni 业务。事业伙伴应与其下线组织内的事业伙伴,保持联络及沟通。此类联络及沟通的例子包括但不限于:公司通讯、书面信函、私人会议、电话联络、留言、电邮、陪同下线公司事业伙伴出席 Kyäni 会议、培训课程及其他活动。线事业伙伴亦应致力激励及培训新事业伙伴的 Kyäni 产品知识、有效的销售技巧、Kyäni 全球奖励计划、遵守本公司政策及程序以及遵守当地法律。事业伙伴必须监管其下线组织内的事业伙伴,确保下线事业伙伴不会作出不当行为或业务申索,或从事任何非法或失当行为。如获要求,每名事业伙伴应向 Kyäni 提供书面证明,证明其持续履行推荐人的职责。

- c. **Ongoing Sales Responsibilities:** Regardless of their level of sponsoring activity, successfully Distributors feel an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

**持续的销售责任:**不论推荐活动的层面,成功的事业伙伴应有持续责任透过招揽新客户及透过服务现有客户,继续进行个别促销活动。



- d. **Non-disparagement:** Kyäni wants to provide its independent Distributors with the best products, compensation plan, and service in the industry. Accordingly, constructive criticisms and comments are welcome and should be submitted in writing to the Distributor Services Department. Remember, to best serve you, we must hear from you! While Kyäni welcomes constructive input, negative comments and remarks made in the field by Distributors about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Kyäni Distributors. Similarly, "trash talking" the competition creates a negative environment that damages the industry in a way that ultimately can harm Kyäni as well. For this reason, and to set the proper example for their downline, Distributors should not disparage the Company and its products or the competition and its products. Kyäni reserves the right to take action against Distributors whose personal behavior in this regard proves disruptive and harmful to Kyäni.

**禁止诽谤:** Kyäni 有意为其独立事业伙伴提供业内最佳的产品、奖励计划及服务。因此,本公司欢迎各界具建设性的批评和意见,本批评及意见可书面递交予客户服务部。务请谨记,本公司十分需要获得阁下的宝贵意见,务求为阁下提供最合适的服务! Kyäni 欢迎具建设性的建议,但事业伙伴在业内对本公司、产品或奖励计划作出的负面意见及点评,只会减低其他 Kyäni 事业伙伴的热情。同样地,对竞争对手「造谣」会带来负面的环境,对业界造成破坏,最终可能会对 Kyäni 造成损害。基于此一理由,并为其下线树立良好的榜样,事业伙伴不应诽谤本公司及其产品或竞争对手及其产品。Kyäni 保留对在此方面获证实其个人行为对 Kyäni 造成干扰及损害的事业伙伴采取法律行动的权利。

- e. **Providing Documentation to Applicants:** Distributors should help provide the most current version of the Policies and Procedures (always available at the Kyäni website) and the Compensation Plan to individuals whom they are sponsoring to become Distributors before the applicant signs a Distributor Agreement.

为申请人提供文件:事业伙伴应于申请人签署独立事业伙伴协议前,协助向其推荐成为事业伙伴的个别人士提供最新版本的政策及程序(随时可于 Kyäni 网站内查阅)及奖励计划。

- f. **Reporting Policy Violation:** Distributors observing a Policy violation by another Distributor are encouraged to submit a written report of the violation directly to the attention of the Kyäni Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

**举报违反政策事项:** 本公司鼓励发现另一名事业伙伴违反政策的事业伙伴直接向 Kyäni 合规部门递交书面报告举报违规事项。报告内应包括事项日期、违规次数、所涉人员及任何补充资料等各项详情。

## 5. SALES (销售)

- a. **Product Sales:** The Kyäni Global Compensation Plan is based upon the sale of Kyäni products to end consumers. Distributors must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

**产品销售:**Kyäni 全球奖励计划乃以向最终客户作出的 Kyäni 产品销售为基准。事业伙伴必须达成个人及下线架构的业务要求(以及达成该协议所载的其他职责),方符合资格收取奖金、佣金及获得等级晋升。

- b. Price and Territory Restrictions:** Distributors may not sell Kyäni products for less than the published Distributor wholesale price. Distributors may only sell Kyäni products in countries that are officially recognized by Kyäni as open for Kyäni business.

**价格或地区限制:**事业伙伴不得以低于 Kyäni 所订立的事业伙伴零售价销售 Kyäni 产品。事业伙伴只可于已获 Kyäni 官方认可的国家内进行业务及销售 Kyäni 产品。

- c. Sales Receipts:** Kyäni encourages all Distributors to provide their retail Customers with two copies of an official Kyäni sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for Kyäni products and a statement of consumer protection if these are afforded by local law. Records documenting the purchases of Distributors' Direct and Preferred Customers will be maintained by Kyäni, and Distributors should maintain all retail sales receipts for a period of two years and furnish them to Kyäni at the company's request. Further, Distributors should remember to retain records related to Distributor transactions in order to comply with the requirements for their independent businesses under local law (for example to establish document regarding income and expenses in support of a Distributor's tax obligations).

**销售收据:** Kyäni 鼓励所有事业伙伴在出售时,向零售客户提供两张正式 Kyäni 销售收据。本收据载列 Kyäni 产品的客户满意保证及客户保障声明(倘获当地法律规定)。Kyäni 将会保存载有事业伙伴直销及优惠客户的采购记录,事业伙伴应保存所有为期两年的零售收据,并在本公司要求时,向 Kyäni 提供该等收据。此外,事业伙伴应谨记保留与事业伙伴交易相关的记录,以遵守本地法律下的独立业务规定(例如就事业伙伴的税务责任制订有关收支的文件)。

If a sale qualifies as a "door-to-door" sale, Distributors should ensure that any receipt complies with the requirements of local law. For example, in some jurisdictions the following information must be contained on each sales receipt (with two copies provided to the buyer):

倘销售符合「门对门」的推销准则,事业伙伴应确保任何收据,符合本地法律的规定。例如,在某些司法权区内每张销售收据均须载有下列数据(并须向买家提供两张收据):

1. The date of the transaction;  
交易日期;
2. The date by which the buyer may give notice of cancellation; and  
买家可发出通知取消交易的日期;及
3. Name and address of the selling Distributor.  
出售事业伙伴的名称及地址。

## 6. **BONUSES AND COMMISSIONS (奖金及佣金)**

- a. **Bonus and Commission Qualifications:** A Distributor must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Distributor complies with the terms of the Agreement, Kyäni shall pay commissions to such Distributor in accordance with the Global Compensation plan. The minimum amount for which Kyäni will issue a payment is MYR64. If a Distributor's bonuses and commissions do not equal or exceed MYR64, the Company will accrue the commissions and bonuses until they total MYR64. A payment will be issued once MYR64 has accrued. Payment policies for bonuses and commissions in currencies other than the U.S. dollar will be established from time to time by the Company. Bonuses and commissions will be calculated, and payments will be issued, on or before the fifteenth day of each month.

奖金及佣金资格:事业伙伴必须为活跃并遵守该协议,方符合获取奖金及佣金的资格。只要事业伙伴遵守该协议条款,Kyäni 将按照全球奖励计划支付佣金予该名事业伙伴。Kyäni 以银行汇款的最底金额为MYR64。倘事业伙伴的奖金及佣金不足或不超过MYR64,本公司则将会累积佣金及奖金,直至合计为MYR64为止。当累积达MYR64,Kyäni 将会发放奖金。本公司将不时制订以美元以外的货币发放的奖金及佣金的付款政策。每月月底之前将会计算奖金及佣金。

- b. **Adjustment to Bonuses and Commissions:** Distributors receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Kyäni for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Distributors who received bonuses or commissions on the sales of the refunded products. In the event that any such Distributor terminates his or her Distributor Agreement, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by the company, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Distributor.

**调整奖金及佣金:**事业伙伴按出售予终端客户的产品实际销售额获取奖金及佣金。倘产品退回Kyäni 作退款或获本公司购回,退货或购回产品应占的奖金及佣金,将于作出退款的月份内就因出售退回产品收取奖金或佣金的事业伙伴扣除,并于其后每个付款期继续扣减,直至收回佣金为止。倘任何该等事业伙伴终止其事业伙伴协议,而本公司尚未收回退回产品应占奖金或佣金的全数金额,余额可以结欠终止事业伙伴的任何款项抵销。

- c. **Unclaimed Commissions and Credits:** Distributors must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. After a check has been voided, Kyäni will attempt to notify a Distributor who has an uncashed check by sending a written notice to his or her last known address identifying the amount of the check and advising that the Distributor can request that the check be reissued. There shall be a MYR 48 charge for reissuing a check, and a MYR 32 fee for each notice that is sent to the Distributor. These charges shall be deducted from the balance owed to the Distributor.

未获领取的佣金及信贷:事业伙伴必须在获发佣金或奖金支票当日起计六个月内把款项兑现。六个

月内还未兑现的支票将会被作废,支票作废后,Kyäni 会尝试向其最后知悉的地址发出书通知,向事业伙伴确认支票的金额,并通知事业伙伴可提出再次签发支票的要求。如要再次签发支票,我们将收取 MYR 48;每一份发出通知书也会收取MYR 32。该等费用将在事业伙伴的账户中扣除。

Customers or Distributors who have a credit on account should use their credit within six months from the date on which the credit was issued. If credits have not been used within six months, Kyäni shall attempt to notify the Distributor or Customer on a monthly basis, by sending written notice to the last known address, advising the Distributor or Customer of the credit. There shall be a MYR 32 charge for each attempted notification. This charge shall be deducted from the Distributor's or Customer's credit on account.

账户内拥有现金积分的客户或事业伙伴应于获发现金积分日期后六个月内使用其现金积分。倘现金积分于六个月内未获使用,则 Kyäni 会尝试向其最后知悉的地址发出书面通知,按月知会事业伙伴或客户,告知事业伙伴或客户有关现金积分。每项尝试作出的通知均将收取MYR 32的费用。该等费用将自事业伙伴或客户的现金积分账户中扣除。

- d. **Downline Activity Reports:** All information provided by Kyäni in online or telephonic downline activity reports, including but not limited to personal and group sales volume (or any part thereof), downline sponsoring activity, and other information is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by Kyäni or any persons creating or transmitting the information.

**下级活动报表:**所有由 Kyäni 于下线活动报表中提供的数据,包括但不限于个人及团组销售额(或其中的任何部分)、下线推荐活动及其他数据均被视为准确可靠。尽管如此,基于各种原因,包括固有及有机会出现的人为及机械性技术错误;订单的准确性、完整性和及时性;信用卡及电子支票付款拒绝存取;退货;信用卡及电子支票拒付;Kyäni 或任何制作或传送数据的人士,均不为该等数据作出担保。

- e. **Warranties:** ALL VOLUME INFORMATION (as described in Kyäni's Global Compensation Plan) IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

**保证:**所有积分的信息(包括于 Kyäni 全球奖励计划内)均是概不保证,不提供保证,明示或暗示,或任何种类的代表。尤其适用(不限于)可销性的保证,个别使用时的质素,或不侵权。

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, KYÄNI AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY DISTRIBUTOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT

MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF KYÄNI OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, KYÄNI OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

于法律允许的最大程度下,Kyäni 及或其他人士产生或传递信息,均不会就使用或存取数据而产生的任何直接、间接、结果性、附带性、特定或惩罚性损害(包括但不限于利润、奖金或佣金损失、商机损失,及因使用数据不准确、不完整、不方便、延误或遗失导致的损害)而为任何事业伙伴或任何其他人士承担任何责任,即使 Kyäni 或其他制作或传送此等数据的人士,已获告知出现该等损害的可能性。在法律许可的最大限度下,Kyäni 或其他制作或传送此等数据的人士,概不会就有关该协议或其相关条款及条件的任何侵权、合约、疏忽、严格责任、产品责任或其他理由为阁下或任何其他人士负责或承担责任。

Access to and use of Kyäni's online and telephonic information services is at your own risk. All Information is provided to you "as is". If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue use of and access to Kyäni's online and telephone information services.

阁下存取及使用 Kyäni 的网上及电话数据服务,须自行承担有关风险。所有数据 “概不保证”,倘阁下有对数据未感满意,阁下唯一及专有的补救方法为停止使用及存取 Kyäni 的网上及电话数据服务。

## **7. PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **(产品保用、退货及购回存货)**

- a. **Product Satisfaction Guarantee for Customers:** Kyäni offers a one hundred percent (100%) thirty (30) day money-back satisfaction guarantee (less shipping charges) on all products purchased by Customers. Customers must return all used and unused products to Kyäni. Once received, Kyäni's Distribution Center will process all returns and refunds within thirty days after receipt of the product.

(a) **消费者产品满意保证** :购买任何 Kyani 产品可享有由购货日起 30 天内的 100%退款满意保证(需扣除运费)。消费者须向 Kyäni 退回所有已使用或未经使用的产品。Kyäni 分销中心将于收到产品的 30 天内处理所有退货及退款。

- b. **Return of Inventory by Distributors:** Kyäni will repurchase from the Distributor voluntarily or involuntarily cancelling his or her agreement any portion of the Distributor's currently marketable inventory that Distributor purchased from Kyäni in the preceding six months. The repurchase price shall be 90 percent of the purchase price paid by the Distributor, less any and all applicable shipping and handling costs to return the product to Kyäni. Any bonuses or commissions earned

by the returned product will be deducted.

(b) **事业伙伴退回存货:** Kyäni 将回购其于终止或取消日前 6 个月内仍可供销售的部份库存。回购价应为购买价格的 90% ,再扣除独立事业伙伴已支付的 进货费,以及所有关于退货时所涉及的运费及手续费。退回产品赚取的任何奖金或佣金将被扣除。

For purposes of the Agreement, inventory shall include all company produced products, promotional materials, starter packs, or other sales aids purchased by Distributor from Kyäni.

为本协议目的,库存包括所有公司生产产品、宣传材料、入会套组或事业伙伴从 Kyäni 购买的其他辅销品。

The repurchase provisions of this section shall not apply to any inventory that is not currently marketable inventory. Currently marketable inventory shall not include inventory that is beyond its expiration date, that has the tamper proof safety seal damaged or removed, that has been opened or partially consumed, that has been discontinued by the company, or that is seasonal in nature or a special promotional product. (For product return, it should be 6 months within purchase period, 3 months before product expiry.)

本回购条文不适用于目前不能作销售的任何库存。可供销售的库存不包括已过期、防篡改安全封条已损毁或移除、已开启或部份已被食用的产品、已被公司停止生产、季节性 & 特别推广的产品。产品不处于销售状态将不设退款或退换。(对于产品退货, 应在购买期限内的 6 个月内, 即产有效期限前 3 个月内)

## 8. **DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **(纷争调解及纪律处分程序)**

- a. **Disciplinary Sanctions:** Breach of the Agreement, including these Policies and Procedures (as applicable), or any illegal, fraudulent, deceptive or unethical business conduct by a Distributor may result, at Kyäni's discretion, in one or more of the following corrective measures, which shall, when necessary, be considered as liquidated damages for a breach of the Agreement, but shall not waive Kyäni's other rights under the Agreement:

纪律制裁:事业伙伴违反该协议,包括本政策及程序(如适用),或任何违法、欺诈、欺骗或不道德的行为,Kyäni 均可酌情施以下列一项或多项纠正措施,作为(有需要时)违反该协议的违约处分,但不应豁免 Kyäni 在该协议项下的其他权利:

1. Issuance of a written warning or admonition;  
发出书面警告或告诫;
2. Requiring the Distributor to take immediate corrective measures;

要求事业伙伴采取实时纠正措施;

3. Imposition of a fine, which may be withheld from bonus and commission checks;  
施以罚款,可能从奖金及佣金支票中扣缴;
4. Loss or suspension of rights to one or more bonus and commission checks;  
失去或暂停一张或多张奖金及佣金支票的权利;
5. Kyäni may withhold from a Distributor all or part of the Distributor's bonuses and commissions during the period that Kyäni is investigating any conduct that may violate the Agreement. If Kyäni chooses to terminate the Agreement because of a breach of the Agreement by the Distributor or a violation of applicable laws or regulations, the Distributor will not be entitled to receive any commissions or payments that were withheld during the investigation period prior to actual termination;

Kyäni 可在调查任何可能违反该协议的行为的期间扣留事业伙伴全部或部分奖金及佣金。  
倘 Kyäni 因事业伙伴违反该协议或违反适用法律或法规而选择终止该协议,事业伙伴将无权收取实际终止前在调查期间遭扣缴的任何佣金或付款;

6. Suspension of the Distributor's right to purchase products and/or receive payments;  
暂停事业伙伴购买产品及/或收取付款的权利;
7. Termination of the Agreement;  
终止该协议;
8. Any other measure expressly allowed within any provision of the Agreement or which Kyäni deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Distributor's conduct or omission;  
该协议任何条文明确允许或 Kyäni 视为可切实执行及适当公平地解决部分或完全因事业伙伴的行为或疏忽导致的损害的任何其他措施;
9. The measures above do not exhaust Kyäni's rights and do not mean that Kyäni cannot also initiate legal proceedings for monetary and/or equitable relief or take other measures permitted by the Agreement or applicable laws.  
上述措施并未尽列 Kyäni 的权利,并不表示 Kyäni 不能同时就罚款及/或公平补偿提出法律程序,或采取该协议或适用法律允许的其他措施。

- b. **Grievances and Complaints:** When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective Kyäni businesses, they are encouraged to seek to resolve the issue through private discussions with the other party. Where this is impractical or unsuccessful, the complaining Distributor is encouraged to discuss the problem with his or her Sponsor who may review the matter and try to resolve it, perhaps through the "good offices" of the other party's upline sponsor. Unresolved disputes may be

reported in writing to the Customer Service Department at the Company, which may seek assistance from a Dispute Resolution Board for final review and determination as appropriate.

抱怨及投诉:当事业伙伴就任何与其各自的 Kyäni 业务有关的惯例或行为对另一名事业伙伴有所抱怨或投诉,本公司鼓励该事业伙伴尝试透过与另一方私下讨论解决问题。如不可行或未能成功,则本公司鼓励投诉事业伙伴与其可能检讨问题的推荐人讨论及尝试解决问题,或者透过另一方的上线推荐人的“调停”。未能解决的纠纷可书面向本公司客户服务部汇报,而客户服务部可向纷争调解委员会寻求协议,进行适当的终审及决定。

- c. Dispute Resolution Board:** The Dispute Resolution Board (or "DRB") is composed of one or more qualified individuals selected by Kyäni senior management. The composition of the Dispute Resolution Board may change at any time. The purpose of the DRB is to:

纷争调解委员会:纷争调解委员会(「纷争调解委员会」)由 Kyäni 高级管理层挑选的一名或多名合格人士组成。纷争调解委员会的组成可随时更改。纷争调解委员会的目的为:

1. Review appeals of any actions taken by the Company for an alleged breach of a Distributor's obligations; and  
审阅对本公司就指称的事业伙伴责任违反事项所采取的行动的上诉;及
2. Review matters between Kyäni Distributors. If the response or settlement suggested by Customer Service has been rejected or the matter otherwise remains unresolved, the Dispute Resolution Board may review evidence, deliberate, and respond to remaining issues.  
审阅 Kyäni 事业伙伴之间的事宜。倘客户服务部建议的响应或和解被拒或事宜尚未获解决, 纷争调解委员会会审阅证据、商议并对余下事宜作出回应。

A Distributor may submit a written request for a telephonic or in-person review within seven business days from the date of: (1) the written notice by Kyäni of action; or (2) the written decision of Distributor Services regarding disputes between Distributors under section 9.2. All communication with Kyäni and the Distributor seeking resolution of a dispute must be in writing. It is within the DRB's discretion whether a claim is accepted for review. If the DRB agrees to review the matter, it shall schedule a review within thirty (30) days of the receipt of the Distributor's written request. All evidence (e.g., documents, exhibits, etc.) that a Distributor desires to have considered by the DRB must be submitted to Kyäni no later than seven business days before the date of the review. The Distributor shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the review. The decision of the DRB will be final and subject to no further Company review. During the pendency of a claim before the DRB, Company will actively oppose any effort by a Distributor to seek arbitration mediation, or litigation or any other remedy against the other party or parties to the dispute or against Kyäni.

事业伙伴之可于下列日期起计七(7)个工作天内递交书面要求作出电话或亲身审阅:(1) Kyäni 的行动



的书面通知;(2) 或事业伙伴服务部就事业伙伴之间的纠纷作出的书面决定。所有与 Kyäni 及寻求纠纷调停的事业伙伴的通讯必须以书面形式进行。纷争调解委员会可酌情决定是否接纳申索进行审阅。倘纷争调解委员会同意审阅事件,其应安排于接获事业伙伴书面要求的三十(30)日内进行审阅。事业伙伴有意让纷争调解委员会审议的所有证据(例如文件、证物等)均须于不迟于审阅日期前七(7)个工作天呈交予 Kyäni。事业伙伴应承担与其参与及其有意让其在场的任何证人参与审阅相关的所有开支。纷争调解委员会的决定为最终决定,毋须获本公司进一步审阅。待纷争调解委员会处理申索期间,本公司将会积极反对事业伙伴尝试对纠纷的另一方或其他方或对 Kyäni 寻求仲裁或任何其他解决方法。

- d. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the Malaysia, regardless of conflict of law principles. In the event any controversy between Kyäni and Distributor requires either party to file legal action to interpret or enforce the terms of this Agreement, such action may be brought in the appropriate court.

e. 管辖法律和管辖权: 本协议受马来西亚法律管辖, 无论法律原则是否冲突。如果 Kyäni 与发行商之间发生任何争议, 要求任何一方提起法律诉讼以解释或执行本协议的条款, 则可以在适当的法院提起诉讼。

## 9. ORDERING (订单)

- a. **Direct & Preferred Customers:** Distributors are encouraged to promote Kyäni's Direct Customer Program to retail Customers. The Direct Customer Program allows retail Customers to purchase their products directly from Kyäni. Customers simply call Kyäni to place their orders or place their orders online, which they can charge to their credit card. Kyäni will send the ordered products directly to the Customer. To ensure that Distributors receive the appropriate commission, Customers may not place an order without a Distributor's ID Number. Even more efficient than the Direct Customer Program is Kyäni's Preferred Customer Program. Under the Preferred Customer Program, an individual may sign up to have a pre-selected package of Kyäni products delivered to his or her home automatically each month. Not only does this take all of the hassles out of buying, it also allows the Customer to take advantage of the discounted Preferred Customer Prices.

直销及优惠客户:本公司鼓励事业伙伴向零售客户推广 Kyäni 的直销客户计划。直销客户计划容许零售客户直接向 Kyäni 购买其产品。客户可于网上下订单,而彼等可以信用卡付款。Kyäni 将会直接运送所订产品予客户。为确保事业伙伴获得适当的佣金,客户所下订单必须填写事业伙伴的识别号码。比直销客户计划更具效率的是 Kyäni 的优惠客户计划。根据优惠客户计划,个别人士可以登记以获每月自动配预选 Kyäni 产品套组。此举不单可免去购物时的所有争论,亦可让客户享有优惠客户折扣价优惠。

- b. **Purchasing Kyäni Products:** Each Distributor should purchase his or her products directly from Kyäni in order to be credited with the Personal Sales Volume associated with that purchase.

购买 Kyäni 产品:每名事业伙伴应直接向 Kyäni 采购其产品,以累积与该项采购有关的个人销售额。

- c. **General Order Policies:** On mail orders with invalid or incorrect payment, Kyäni may attempt to contact the Distributor by phone, and/or mail to try to obtain correct payment. Kyäni may also attempt to process the order up to five more times. Unsuccessful orders will not be processed. No C.O.D. orders will be accepted. Kyäni maintains no minimum order requirements. Orders for products and sales aids may be combined.

总订单政策:如有无效或错误付款的邮购,Kyäni 会尝试以电话及/信函联络事业伙伴,以取得正确付款。Kyäni 亦可能尝试处理订单,最多再处理五次。不成功的订单不会获处理。概不接纳货到付款的订单。Kyäni 并无最低订单规定。产品及销售工具的订单可以合并。

- d. **Shipping and Back Order Policy:** Kyäni will normally ship products within five (5) days from the date an order is received. Kyäni will promptly ship ordered items that are currently in stock. Ordered items that are out-of-stock will be placed on backorder and sent when Kyäni receives additional inventory. Distributors will be charged and given Personal Sales Volume on back-ordered items unless notified on the invoice that the product has been discontinued. Kyäni will notify Distributors and Customers if items are backordered and are not expected to ship within 30 days from the date of the order. An estimated shipping date will also be provided. Backordered items may be cancelled upon a Customer's or Distributor's request. Customers and Distributors may request a refund, credit on account, or replacement merchandise for cancelled back orders. If a refund is requested, the Distributor's Personal Sales Volume will be decreased by the amount of the refund in the month in which the refund is issued.

付运及延期交货政策:Kyäni 一般将于接获订单日期后五(5)个工作日内运送产品。Kyäni 将会实时运送目前有现货的订单产品。缺货的订单产品将会以延期交货的方式下订单,并在 Kyäni 取得额外存货时送货。除非发票上说明产品不再供货,否则事业伙伴将会收费,并就延期交货产品计算个人销售额。倘产品已延期交货,并预期不会在订单日期起计三十(30)日内付运,Kyäni 将会知会事业伙伴及客户,并会提供一个预计发货日期。延期交货项目可按客户或事业伙伴的要求予以取消。客户及事业伙伴可就取消延期交货订单要求退款、账户信贷或替换货品。倘要求退款,事业伙伴的个人销售额将会于发放退款的月份内扣减退款金额。

- e. **Confirmation of Order:** A Distributor and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify Kyäni of any shipping discrepancy or damage within thirty days of receiving the shipment will waive the Distributor's right to request a correction.

确认订单:事业伙伴及/或订单收件人必须确认所接获产品与送货订单上所载的产品相符,及并无损坏。如未有于接获送货后 30 天内,通知 Kyäni 有关任何送货的差异或损坏,将事业伙伴将被视作放弃要求更正的权利。

## 10. **PAYMENT AND SHIPPING (付款及送货)**

- a. **Deposit:** Kyäni advises strongly against Distributors accepting money for a sale to a personal retail Customer except at the time of product delivery (e.g. don't accept monies in anticipation of future deliveries).

按金:Kyäni 强烈反对事业伙伴就销售予个人零售客户的销售收取款项,惟交付产品时除外(例如不要接纳款项以求换取日后送货)。

- b. **Insufficient Funds:** It is the responsibility of each Distributor to ensure that there are sufficient funds or credit available in his or her account to cover a monthly Autoship order. Kyäni will not contact Distributors in regard to orders cancelled due to insufficient funds or credit. This may result in a Distributor's failure to meet his or her Personal Sales Volume requirements for the month.

资金不足:每名事业伙伴有责任确保其账户内拥有足够资金或信贷应付每月的自动订货。Kyäni 将不会因资金或信贷不足而取消订单联络事业伙伴。此可能导致事业伙伴未能达到其每月个人销售额规定。

Kyäni will not make adjustments after the end of the calendar month to Autoship orders. Example: a Distributor has an Autoship order set for the 25th of the month and for whatever reason the Distributor's credit card is declined. The Distributor is responsible for contacting Kyäni and providing a credit card that will clear before the end of the month in order to have the Autoship order count for that month.

Kyäni 将不会于月底后作出调整,以办理自动订货。例如:事业伙伴该月二十五(25)日设有自动订货,而事业伙伴的信用卡因任何原因获拒绝付款。事业伙伴有责任联络 Kyäni,并于月底前提供可付款的信用卡,该自动订货方会计入该月内。

- c. **Returned Checks:** All checks returned by a Distributor's bank for insufficient funds will be re- submitted for payment. A MYR25 returned check fee will be charged to the account of the Distributor. After receiving a returned check from a Customer or a Distributor, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to Kyäni by a Distributor for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

退票:所有因存款不足而从事业伙伴的银行退回的支票将会再次用作支付款项。我们将会从事业伙伴的账户收取MYR 25 元作为退票费。处理过退票的客户或者事业伙伴,以后的订单必须以信用卡、汇票或者本票支付。任何因退票和退票费而产生未支付的余额将扣起,不会用作计算事业伙伴的佣金及奖金支票。

- d. **Returned Bonus and Commissions Checks:** Distributors are responsible for ensuring Kyäni has the correct name and address for their commission checks. There is a MYR10 processing fee

for checks returned to Kyäni for any reason including an incorrect name and/or address. This fee will be covered by making an adjustment to that distributor's Bonus and Commissions and/or by charging the credit card(s) on file with Kyäni.

发还的佣金及奖金支票:事业伙伴有责任确认 Kyäni 发出的奖金支票上写有事业伙伴正确的名称和地址。若因名称或地址不正确而导致退票,我们将会收取MYR10 元的手续费。这费用会在事业伙伴的佣金或奖励扣除,及/或以事业伙伴提供的信用卡支付。

- e. **Returned Packages:** Distributors with packages that are returned to Kyäni for an incorrect address, unsuccessful delivery attempts, return to sender, or any other reason will be charged for shipping to and from Kyäni and a MYR60 processing fee. This charge will be covered by making an adjustment to that distributor's bonus and commission and/or by charging the credit card(s) on file with Kyäni.

退回套组:事业伙伴将需就不正确地址、未能送递、退回寄件人或任何原因退回 Kyäni 的套组支付货物往返 Kyäni 的运费及MYR60的处理费。 此项费用将透过该名事业伙伴的信用卡支付。

- f. **Restrictions on Third Party Use of Credit Cards and Checking Account Access:** In order to preserve the independence of Kyäni Distributors and to preserve the integrity of the Company's compensation plan, Kyäni discourages any arrangement between the independent Distributors creating indebtedness between them, and Distributors are expressly prohibited from using a Distributor's credit card or permitting debits to a Distributor's checking account to enroll or sponsor other Distributors, or to make purchases from the Company on behalf of another Distributor.

第三方使用信用卡及往来户口存取的限制:第三方使用信用卡及往来户口存取的限制:为保持Kyäni 事业伙伴的独立性 & 保持本公司奖励计划的完整性,本公司不鼓励 Kyäni 与独立事业伙伴订立在彼等之间造成债务的安排,并明确禁止事业伙伴使用事业伙伴的信用卡或允许事业伙伴的往来户口借款以招募或推荐其他事业伙伴,或代表另一事业伙伴在本公司购买货品。

- g. **Sales, Use and Value Added Taxes:** In designing the Kyäni opportunity, one of our guiding philosophies has been to free Distributors from as many administrative, operational, and logistical tasks as possible. In doing so, Distributors are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, Kyäni seeks to relieve Distributors from the burdens of collecting and remitting sales, use, goods and services, and value added taxes ("Consumption Taxes"), filing Consumption Tax reports, and keeping records relative to Consumption Taxes. Nevertheless, Distributors remain obligated to comply with all applicable laws and regulations for the jurisdictions in which the Distributors conduct business. Consumption Taxes are by law generally required to be paid by the final user of a taxable item, so whenever possible, Kyäni will seek to collect and remit applicable Consumption Taxes on behalf of or in conjunction with the Distributor. Distributors should contact the Kyäni Customer Service Department if they have any questions about Kyäni's activities in this regard.

销售、使用及增值税:销售、使用及增值税:在设计 Kyäni 的商机的时候,我们其中一个宗旨就是让事业伙伴尽量免于处理过多行政、经营以及物流的事务,让事业伙伴可以因此集中进行直接影响他们收入的活动,也就是产品销售和招收事业伙伴。有见及此,Kyäni 致力让事业伙伴免于负担各种征

收、汇寄产品和服务的销售和使用,以及处理增值税(消费税),还有整理消费税报告和记录各种消费税收;然而事业伙伴在有关司法管辖区从事商业活动的时候需要遵从当地法律和规则,令消费税无可避免由最终用户支付。无论如何,Kyäni 会尽力代表事业伙伴或者联同事业伙伴去征收或汇寄消费税。事业伙伴如有这方面的问题,应该主动联络 Kyäni 客户服务部。

## 11. INACTIVITY AND CANCELLATION (休止状态及取消)

- a. **Effect of Cancellation:** So long as a Distributor remains active and complies with the terms of the Agreement and these Policies and Procedures, Kyäni shall pay commissions to the Distributor in accordance with the Global Compensation Plan. A Distributor's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Distributor's cancellation for inactivity as described herein, or voluntary or involuntary cancellation of his or her Agreement, including for breach of the Agreement or violation of the Policies and Procedures (all of these methods are collectively referred to as being "cancelled" or a "cancellation"), the former Distributor shall have no right, title, claim or interest to the marketing organization in which he or she operated, to any past, present or future Kyäni trade secrets or other proprietary information or intellectual property, or to any commission or bonus from the sales generated by the organization after the Distributor's cancellation. A Distributor whose Agreement is cancelled will lose all rights as a Distributor. This includes the right to sell Kyäni products, and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Distributor's former downline sales organization. To remove all doubt, in the event of cancellation, the Distributor agrees to waive all rights he or she may have, including but not limited to property rights, trade secret rights, intellectual property rights, or otherwise, to their former downline organization, marketing data, financial data, or contact information related to that downline organization, or to any bonuses, commissions, or other remuneration that might otherwise have arisen from the sales or other activities of that downline organization, had the Distributor not been cancelled.'

取消协议:当事业伙伴保持活跃和履行协议书的条款和本政策与程序,Kyäni 将依据全球奖励计划而向事业伙伴支付奖金。事业伙伴的奖励和花红是由其发展业务的努力及组织有关销售活动(包括下级组织的建立)而产生。凡事业伙伴不续约,休止参与活动而被取消,自愿或非自愿取消协议书,包括违反协议书或违反本政策和程序(所有有关的一概被列作为 “被取消”或 “取消”),前事业伙伴将不获权利、职衔、其市场组织将不会有任何索偿或权利,及过往,现在及将来的Kyäni 商业秘密或持有人信息或其知识产权,取消事业伙伴协议将不获任何奖励或奖金。事业伙伴如取消其协议将失去所有事业伙伴的权利。事业伙伴权利包括销售 Kyäni 产品,获发奖金,花红其他收入和其他旧有下级因销售而获得的奖金。为释除所有关于取消事业伙伴资格的疑虑,该事业伙伴同意免除所有而不只限于的产权,商业秘密权利,知识产权权利或其他,拥有其旧有下线组织,市场数据,财务数据,联络数据或任何奖金,花红,或其他因旧有下线的销售活动而引起的奖金等资料。

The former Distributor shall not hold himself or herself out as a Kyäni Distributor. A cancelled Distributor shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

前事业伙伴不可以拥有 Kyäni 事业伙伴的名义。已被取消的事业伙伴只会于协议取消前的最后一个保持活跃期取得花红及奖励(不包括于调查有关非自愿取消时所获得的金额)。

- b. **Involuntary Cancellation:** A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Kyäni in its sole discretion, may result in any of the sanctions listed in Section 8(a), including the involuntary cancellation of his or her Distributor Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to the Distributor's last known address, or when the Distributor receives actual notice of cancellation, whichever occurs first.

非自愿取消:事业伙伴违反该协议的任何条款,包括 Kyäni 的唯一权利可作出的任何修订,可导致第 8 (a)节所列的任何制裁,包括非自愿取消其独立事业伙伴协议。取消应于向事业伙伴的最后已知地址寄发书面通知、退回所要求收据之显示当日日期,或事业伙伴接获取消的实际通知时(以较早者为准)生效。

In addition, Kyäni may cancel a Distributor's account if there are no product purchases for a period of twelve consecutive months.

此外,倘为期 十二(12) 个月内并无产品采购及未有支付年度续约费,Kyäni 可取消事业伙伴的账户。

- c. **Voluntary Cancellation:** A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation is requested by satisfying the requirements of and executing a Distributor Cancellation Form and returning this form to Kyäni by postal mail, scanned document through email, or FAX. Upon receipt of the Distributor Cancellation Form, Kyäni will process the cancellation. A Distributor may also voluntarily cancel his or her Distributor Agreement by failing to make an order within one calendar year from the anniversary date of enrollment.

自愿取消: 不论因由, 此网络营销计划的成员拥有随时取消的权利。要求取消的方式为符合事业伙伴取消表格的规定及执行事业伙伴取消表格,并以邮寄、透过电邮或传真扫描文件的方式将表格交回 Kyäni。接获事业伙伴取消表格后,Kyäni 将会着手处理。

- d. **Inactive or Cancelled Distributors Re-Enrollment Policy:** A Kyäni Distributor who voluntarily terminate as a Distributor may re-enroll as a new Distributor twelve consecutive months following the date of termination. If any such Distributor re-enrolls with Kyäni, the Distributor shall be enrolled as a new distributor, but any downline that was formerly under the Distributor prior to termination shall not be affected by such re-enrollment.

休止状态或遭取消的事业伙伴重新登记的政策:自愿取消的 Kyäni 事业伙伴可于终止之日起计的12 个月后,或连续十二个月没有进行任何购买后,重新申请成为新事业伙伴。倘任何该等事业伙伴重新向 Kyäni 登记,事业伙伴应登记为新事业伙伴,惟任何于终止前隶属该事业伙伴的下线应不受此项重新登记影响。

A Kyäni Distributor who has been inactive for a period of twelve consecutive months may be cancelled at Kyäni's discretion. The Distributor's downline shall be unaffected by the change and shall not be moved with the Distributor. For purposes of this Policy an inactive Distributor shall be deemed to be any Distributor who has failed to make any purchase for twelve consecutive months.

维持休止状态达 十二(12) 个月及并无支付年度续约费的 Kyäni 事业伙伴可由 Kyäni 酌情予以取消。该事业伙伴的下线应不受此项变动影响及不会与事业伙伴一同作出调动。就本政策而言,休止状态的事业伙伴应被视为于连续十二(12)个月内并无作出任何产品采购(自动年度续约除外)的事业伙伴。

This Policy shall not apply to any Kyäni Distributor whose Distributor Agreement was terminated by the company for cause. Any such Distributor must have approval from the Kyäni Chief Executive Officer prior to being re-enrolled with the company.

本项政策不适用于任何独立事业伙伴协议被本公司以理由终止的 Kyäni 事业伙伴。任何该等事业伙伴,重新向本公司登记前,必须获 Kyäni 行政总裁批准。

## **12. RIGHT TO AMEND (修订权)**

Kyäni reserves the right to modify the Kyäni Global Compensation Plan, Distributor Agreement, and these Policies and Procedures at any time and for any reason in its sole and absolute discretion.

Kyäni 保留随时及因任何理由修改 Kyäni 全球奖励计划、独立事业伙伴协议及本政策及程序的所有最终权利。