

DNG  
**CODE OF ETHICS**

**OBJECTIVES**

1. To explain the rights, responsibilities, and duties of distributors.
2. To explain the rules and regulations that a distributor needs to abide by under the distributor's country's Direct Sales Act and any amendments to any of its constituent documents.
3. To explain the relationships among distributors to build a healthy community.
4. To explain the relationships between distributors and the Company to promote mutual business success.
5. To ensure the benefits of distributors in the Sales and Marketing Plan.
6. To help distributors create an ethical sales environment.

**POLICY STATEMENT**

DNG (hereinafter "DnG") is a company focused on quality products and services. Although its distributors are free to make sales, DnG needs to always remind them to act with ethics and integrity. The distributors should adhere to DnG's Code of Ethics (hereinafter "Code") when building their DnG career. A distributor who violates the Code shall be subjected to disciplinary action, up to and including termination of the violator's (and spouse's) distributorship.

**The Code is stated below:**

1. The distributor **MUST** abide by and adhere to the Rules and Regulations of DnG, by being honest and sincere in their business.
2. The distributor **MUST** promote DnG products according to the information written in DnG memos, leaflets, and product labels; no other claims or statements can be made without the prior written approval from DnG.
3. The distributor **MUST** be honest and able to properly explain DnG's Marketing Plan, in a clear and complete understanding, which includes the hard work needed to achieve success.
4. The distributor **must NOT** make vague and negative statements, with malicious intent to damage the reputation and goodwill of DnG, its products, and other distributors, for their own individual benefits.
5. The distributor **must NOT** join in any activities that may cause DnG or its distributors to suffer loss or damage of any kind.
6. The distributor **must NOT** make a profit in other businesses, by using DnG's Brand, its announcements, talk shows, meetings, conferences, or any Company resources.
7. The distributor **MUST** make every effort to ensure customer satisfaction with DnG's products and its services.

8. The distributor MUST play the role of distributor, sponsor (upline), and leader to develop their DnG career.
9. The distributor MUST obey the Act, Rules and Regulations, Law, and its relevant Instructions when conducting business activities.
10. The distributor NEEDS to respect the privacy of other distributors and customers.

## **1. THE QUALIFICATION OF A DISTRIBUTOR**

- 1.1 According to the rules and regulations, the applicant must be aged 18 or above, of any gender, race, political party, and religion, and introduced by a qualified DnG distributor.

### 1.2

- I. The distributor must not sponsor an individual's husband, wife, or children into different groups.
- II. The group application of a couple (husband and wife) and their children will be assigned to the same group.
- III. For the distributor who practices polygamy, the wives must be sponsored by their husband.
- IV. If two distributors from different groups are getting married, they can choose to:
  - a. one of them abandons his/her distributorship, and his/her group will transfer to his/her sponsor's group.
  - b. the latter's distributorship and his/her groups are transferred to the former's group.
- V. The husband and wife share awards and recognitions together to protect the rights and benefits of distributors.

- 1.3 DnG has the right to deny any applicant deemed ineligible without any explanation and disclosing any reason.

### 1.4

- i. Any ex-distributor who has been inactive for at least 12 months can be introduced by any group with the approval of DnGw
- ii. The distributor is marked as "active" if he/she:
  - a. is selling, attempting to sell, or helping to sell any DnG product.
  - b. is formally or informally involved in the sale of DnG products.
  - c. introduces new distributors.
  - d. is involved or participates (himself/herself or on behalf of any distributor) in any dinner or event organized by DnG or any DnG distributor.
  - e. presents DnG Marketing Plan to his/her prospects.
  - f. finds himself/herself in HQ, any branches, any stockist centres, with any mobile stockists, or any DnG and its distributor's point of sale.

To avoid any ambiguity, 2.6(II) is said to be applicable to 1.4(II) as well.

- iii. The applicant must submit a notice in writing, informing whether he/she or his wife/her husband/children was or is a DnG distributor and explain the reason for the termination of himself/herself or his wife/her husband/children. If the distributor is unable, negligently provides false information, or provides invalid information, DnG reserves the right to terminate his/her distributorship.
  
- 1.5 It is not allowed for the same distributor to have more than one account in DnG or reap any benefits (formally or informally) from other distributorships.
  
- 1.6 If DnG finds, or believes any distributor has two (2) or more accounts (using his own name or any sponsored person's name), the Company reserves the right to terminate his/her latest distributorship and transfer its downline to his/her upline or any appropriate group, based on DnG's judgment. The distributor is to bear any claim, compensation, or loss caused by the termination, cancellation, or transfer of distributorship.
  
- 1.7 **Concealing The Truth:**
  - i. Any distributor who conceals or is unable to provide any information that might cause the Company to reject his/her application or terminate his/her distributorship, DnG reserves the right to, at any time, terminate his/her distributorship, or transfer the distributor and his/her entire or partial group (downline) to any appropriate group, based on DnG's judgment; or revoke his/her distributorship in a reasonable timeframe; or take any other actions deemed appropriate.
  - ii. If DnG believes that any introducer knew, or should have known the information as stated in 1.7(i) that is concealed by or not provided by the nominee, DnG reserves the rights to take action against the sponsor, which include retaining his/her bonus, benefits, commissions, incentives, and terminating his/her distributorship.
  
- 1.8 DnG does not need any prior consent of the group being transferred from or the group being transferred to when transferring any distributor or his/her downline; AND the distributor does not have any rights to claim compensation for any loss caused by the said action.

## **2. APPLICATION FOR DISTRIBUTORSHIP**

- 2.1 The applicant must submit the DnG Independent Distributor Application and Agreement Form, attached with a photocopy of I.C. and the distributorship fee. All applicants must be introduced by a qualified DNG distributor.
  
- 2.2 If the information given in the application form is found untrue, illegible, or inaccurate, DnG has the right to:
  - i. terminate the applicant's distributorship immediately.
  - ii. transfer the distributor and his/her entire or partial group to any group deemed appropriate.
  - iii. revoke the distributor's distributorship in a reasonable timeframe.
  - iv. revoke the distributor's bonus, benefits, commissions, or incentives.
  - v. take any other appropriate actions.

- 2.3 The successful applicant will be appointed and registered as a DnG Distributor, with a DnG Distributor ID and a business pack.
- 2.4 DnG will refund the distributorship fee to any unsuccessful applicant. However, the business pack returned by the applicant must be complete and able to be resold in order to claim back his/her refund.
- 2.5 Beneficiary
- i. The successful applicant shall use the name written in the application to register as a DnG Distributor.
  - ii. If the distributor is already married, he/she should report his wife's or her husband's name and other information to DnG.
  - iii. If the distributor has more than one (1) wife, he can choose one of his wives.
  - iv. The distributor should designate a beneficiary. If a beneficiary is still underage, the distributor must appoint a trustee to temporarily take care of the beneficiary's rights and benefits.
- 2.6
- i. Only the distributor whose name has been registered as a distributor is entitled to bonuses, commissions, incentives, and other benefits. The husband, wife, or appointed wife of the distributor does not have any rights to claim the distributor's bonuses, commissions, incentives, and other benefits from DnG.
  - ii. If the distributor's husband/wife/children exercise significant responsibility on behalf of the distributor, they have:
    - a) violated the Act of Direct Selling and its rules.
    - b) violated the Code of Ethics.
    - c) authorized DnG to terminate or suspend the distributor's distributorship.
    - d) authorized DnG to take actions against the distributor, which include retention and cancellation of bonuses, commissions, incentives, and other benefits; at the same time, any action taken by the distributor's husband/wife/children shall be treated as the distributor's own actions; DnG reserves the right to take disciplinary actions and court actions against the distributor for his/her spouse's/children's behaviours.

### **3. INTRODUCING**

#### **3.1**

- i. According to the rules and regulations, the qualified distributor is entitled to introduce any people who have met the requirements, completed the application process, and fulfilled DnG's needs to become a distributor. The distributor must submit the Independent Distributor Application and Agreement form and its relevant documents to the Company as soon as possible to accomplish an introduction.
- ii. The introducer must ensure his/her nominee fulfils the rules and is eligible to become a DnG Distributor; the introducer also needs to take note that:
  - a. the nominee must not be a DnG Distributor.
  - b. the nominee must not be the husband/wife/children of another distributor.
  - c. the nominee must not be the newcomer invited by another distributor.

- d. all information given by the nominee in the application is true and complete; the introducer must check the nominee's IC and verify the information.

3.2 The following methods have been prohibited in introducing or encouraging people to become distributors:

- i. by duress, threat, or menace.
- ii. by providing false and ambiguous information, or misleading others that they will obtain financial benefits by only introducing people to become distributors.
- iii. by providing or promising to provide money, bribes, incentives, and other benefits.
- iv. by deceiving, or using the name of DnG, its brand, and trademark to cheat, convince, or encourage people to become DnG Distributors.

3.3

- i. The distributor is prohibited from canvassing or causing other distributors to abandon or terminate their distributorship, or become inactive, or leave his/her upline either directly or indirectly.
- ii. Any distributor who has violated 3.3(i) shall not be allowed to introduce the nominee into his or others' group. To apply and rejoin DnG, the nominee must be introduced by his/her former Introducer.

3.4 The distributor is prohibited from changing his/her upline. DnG will not allow any distributor to transfer his/her entire or partial group to other groups.

3.5 DnG will reject any application to change upline, and any request to transfer the entire or partial group sale is not allowed.

3.6 The Introducer has the duty to guide and provide training to his/her downline once the nominee's application has been accepted.

3.7 The distributor shall maintain an arm's length, professional relationship with his/her downline.

## **4. SALES MANAGEMENT**

4.1

- i. DnG reserves the rights and has been authorized to publish any distributor's name, information, photos, articles, and testimonials in Company printed materials, newspapers, mass media, dinners, and any other medium.
- ii. As a DnG Distributor, he/she has granted and authorized DnG to publish his/her information mentioned in 4.1(a) free of charge, and he/she has no rights to claim any commission, royalty, or other compensation.
- iii. Even though the distributorship has been terminated, DnG still holds the copyright of his/her photos, articles, testimonials, and other relevant documents, compliance with rights to publish them at any time, and the ex-distributor has no rights to claim any compensation or thwart the publishing.

- 4.2 The distributor must show his/her formal distributorship ID whenever he/she is doing any kind of transaction or presentation; and he/she must present his/her distributorship ID and IC while self-introduction.
- 4.3 For any distributor moving to a new country, he/she must inform the Company in writing.
- 4.4 The distributor must issue receipts for all products sold, and clearly mark the product name, price, distributor name, DnG distributor ID, IC number, and distributor signature.
- 4.5 The distributor must abide by and obey all DnG rules and regulations (including the revised rules).
- 4.6 The distributor must present DnG products and Marketing Plan to any customer or prospect in an honest and sincere manner. The distributor is prohibited from making any untrue and ambiguous statements about products, and must not use race, politics, religion, or other sensitive issues to promote DnG products.
- 4.7 The distributor must give correct demonstrations and clear explanations of the function and usage of DnG products. They are prohibited from making false statements and ambiguous explanations about DnG products, their usage, and function. The distributor must also follow the law and instructions from the Ministry Of Health, and shall not claim any DnG product as "Specific Medicine". Distributors who transmit untrue, ambiguous, and misleading statements should bear any consequences the Company might face due to their actions.
- 4.8 When explaining the DnG Marketing Plan, the distributor is prohibited from making any statement that is inconsistent with the facts presented in DnG leaflets, magazines, information, and any other printed materials.
- 4.9 All distributors are independent entrepreneurs; the success of an individual in their career depends on themselves. DnG and its distributors are two independent entities; the distributor is not an agent or an employee of the Company. Therefore, the distributor:
  - i. has no rights to use the DnG name, its business name, leaflets, or business sign without DnG's prior written approval.
  - ii. is not a DnG staff or agent, but an independent distributor/ entrepreneur.
  - iii. has no privileges in any region; the market is open to all DnG Distributors.
  - iv. must have suitable knowledge of direct sales acts.
  - v. must keep a record of monthly income for tax purposes.
- 4.10 The distributor is prohibited from claiming to represent or having the rights to represent DnG.
- 4.11 The distributor is prohibited from claiming to represent or having the rights to represent DnG.
- 4.12 The active distributor is prohibited from having an interest in or involvement with other direct sales companies or any competitor's activity, either directly or indirectly. DnG will consider the distributor involved in other direct sales companies or competitors if:
  - i. The distributor, or their spouse, is a staff distributor (executive or management level), shareholder, or director in other direct sales companies or competitors.

- ii. The distributor, or their spouse, is a distributor in other direct sales companies or competitors.
- iii. The distributor, or their spouse, is involved in the product sale, promotion, or any activity of other direct sales companies or competitors.
- iv. The distributor, or their spouse, is an advisor or coordinator in other direct sales companies or competitors.
- v. The distributor, or their spouse, provides any training or service to the distributors in other direct sales companies or competitors.

The Company will determine whether a company is competitive; the Company's decision is final.

4.13 The Company will execute 4.11 through its own judgment, with the coordination of 2.6(ii).

4.14

- i. The distributor is prohibited from promoting themselves or products through newspapers, e-magazines, printed materials, e-media, or any other media.
- ii. The distributor is prohibited from establishing any selling centre or supply centre, formally or informally, to supply or sell any DnG products. They are also prohibited from displaying or posting DnG's name, trademark, and other unique corporate identifying marks in any building or domain without the prior written approval of DnG.

4.15 The distributor shall not request other distributors or DnG employees to purchase products from other companies or join other companies' marketing plans.

4.16 The distributor is prohibited from relabelling or repacking any DnG product.

4.17 DnG products must be introduced to the market in their original packaging and size.

4.18 The distributor must sell or distribute any product with DnG's consent and instructions. They are prohibited from providing prizes, discounts, incentives, price cuts, or offers in any transaction, except for those with prior instruction and permission from DnG. The distributor must sell DnG products according to the DnG Product Price List.

4.19 The Distributor

- i. is prohibited from using DnG's name, business name, slogans, or signboard for any purpose, except with prior written permission from DnG. They are also prohibited from owning, publishing, or distributing any statement, leaflet, information, or advertisement related to DnG products and their development in any media.
- ii. is prohibited from engaging in, selling, distributing, or promoting other companies' products, services, and activities, or soliciting and sponsoring any DnG distributor or its employees to become distributors of other companies.
- iii. is prohibited from promoting themselves or selling other companies' products at any DnG dinner, seminar, meeting, event, office, branches, stockist centre, and other activities.
- iv. must not sell products to any customer who has been invited by other distributors.

4.20 The distributor is prohibited from using the name of another distributor, regardless of whether permission is given, to sell or attempt to sell, or distribute any DnG product. They are also

prohibited from canvassing and adding their downline's sale volume or others' downline sale volume to their own sale volume.

- 4.21 The distributor is prohibited from spreading, making, and printing any false accusations against DnG and its products. They are also prohibited from spreading, making, and printing any opinion or statement that might affect the benefits, image, and reputation of DnG and its products.
- 4.22 The distributor is prohibited from attempting to canvass or force any distributor or DnG employee to get involved in the sale, distribution, or activity of any other direct sales company or DnG competitor.
- 4.23 Any distributor found in violation of these rules will have their distributorship terminated or suspended, depending on the severity of the condition.

## **5. ORDER AND PAYMENT**

- 5.1 The distributor can order or purchase products at any DnG branch, stockist centre, mobile stockist, or HQ.
- 5.2 The distributor can use cash, credit card, or product vouchers issued by DnG to make payments. Product vouchers issued by DnG must include verification from the person in charge of HQ, branches, stockist centres, or mobile centres.
- 5.3 The distributor must not use any other distributor's cheque, bonus, or cash voucher issued by DnG to purchase products at HQ, branches, stockist centres, or mobile centres, except with permission from DnG under special circumstances.

## **6. STOCK RETURN POLICY**

- 6.1 We observe strict checking procedures on all products to ensure they are in order and in good condition before shipping/handover to our customers.
- 6.2 All products sold are neither returnable nor exchangeable, nor is any payment made refundable. In the event of receiving the wrong, damaged, or broken product(s), kindly contact DnG within 48 hours of receiving such product(s).
- 6.3 The product being exchanged must be unopened and in a reusable and resalable condition. DnG will not ship the exchange product until the returned product is received (along with the sales receipt) and inspected by the company.
- 6.4 Enclose a letter stating the reason for the return.
- 6.5 DnG will replace the correct product(s) for customers in the event of the delivery of the wrong product(s) or damaged product(s) that result directly from our fault or error.

## **7. PROMOTION AND BONUS**

- 7.1 The qualifications for promotion and bonus are explained in the Marketing Plan.



- 7.2 DnG will issue bonuses to distributors based on their purchase records.
- 7.3 If there is any technical error in the Bonus Statement, the distributor must inform DnG within 3 days from the date the letter was sent. Any complaints or protests after the due date will not be entertained.
- 7.4 The distributors have agreed, and DnG reserves the right to revise the Marketing Plan without prior consent from its distributors.
- 7.5 "DC" is a loyalty program that additionally rewards distributed to distributors from the company. This reward is not given in monetary form. Therefore, distributors have no rights to transact directly with the company or cash out from the company. Distributors will be rewarded "DC Reward / DC Plus" from any purchase of products or through earning bonuses from our compensation plan only. The company is not selling DC to any distributors. DC provides no guarantee of return and/or profit indirectly from our platform.
- 7.6 DnG reserves the right to cancel or retain any distributor's bonuses, commissions, incentives, the accumulated DC Reward, and other benefits if:
- i. There is any argument or conflict between the distributor (or spouse) and DnG, or among distributors (or spouse).
  - ii. DnG, based on its own judgment, suspends the bonuses, commissions, incentives, the accumulated DC Reward, and other benefits for public interest.
  - iii. The distributor (or spouse) has violated or is suspected of violating any rules and regulations.
  - iv. DnG has requested a letter of explanation from or issued a suspension notice to the distributor (or spouse).
  - v. The distributorship of the distributor (or spouse) has been terminated.
  - vi. DnG should suspend or retain the bonuses, commissions, incentives, the accumulated DC Reward, and other benefits of the distributor (or spouse).

## **8. TRAINING AND SELF-IMPROVEMENT**

- 8.1 The distributor is encouraged to attend training courses organized by DNG.

## **9. THE CONSTRAINTS AND HANDOVER OF DISTRIBUTORSHIP**

- 9.1 The distributor must purchase at least 30UV worth of products in a single bill within a 12-month period from the latest entitled bonus expiry date to maintain his/her distributorship.
- 9.2 The title of "Distributor" belongs to an individual and must not be transferred, sold, or handed over without prior written consent from DnG; the Company reserves the right, without notice or explanation, to retain any agreement among the distributors.
- 9.3 Any request to transfer, sell, or hand over the distributor's rights and benefits should be associated with acceptable reasons and clear particulars on these transactions.

- 9.4 When DnG approves the distributor to transfer, sell, or hand over his/her rights and benefits:
- i. DnG reserves the right to define reasonable rules and regulations.
  - ii. DnG reserves the right to revise any privileges, benefits, bonuses, and other payments to the distributor, and the distributor has no right to appeal.
  - iii. The distributor who hands over his/her rights and benefits, his/her husband, wife, or children are not permitted to apply or re-apply for DnG Distributor.
  - iv. The distributor who receives the handover has no right to appeal or take any action (against DnG) on his/her rights and distributorship.
- 9.5 If the distributor becomes unconscious, deceased, or disabled due to illnesses, accidents, or other reasons:
- i. The rights and benefits of the distributor shall be transferred to his only wife, provided no "any other instructions" are given to DnG, with complete documentation and fulfilment of all Company's requirements.
  - ii. The rights and benefits of the distributor shall be transferred to his appointed wife (if he has more than one wife), along with complete documentation and fulfilment of all Company's requirements.
  - iii.
    - a) If the distributor has more than one wife, his wives must appoint one of them to receive the distributor's rights. The rights and benefits of the distributor shall then be transferred to the assigned wife, with complete documentation and fulfilment of all Company's requirements.
    - b) If his wives fail, neglect, ignore, or are unable to reach an agreement to appoint a representative within ninety (90) days or within an extended due date given by DnG, the rights and benefits of the distributor will transfer to his appointed beneficiary. If the distributor does not appoint any beneficiary, DnG reserves the right to terminate his distributorship or take any other appropriate action, and the distributor's wives have no right to appeal.
  - iv. If the distributor is still single or has given written notice refusing to hand over his rights and benefits to his spouse or appointed wife, or if his spouse or appointed wife has passed away, become unconscious, or disabled before the required documentation is completed, his rights and benefits shall be transferred to his beneficiary with the consent of DnG.
  - v. If the distributor has no eligible spouse or beneficiary to receive his rights, ownership, benefits, and interests, DnG reserves the right, according to its own judgment, to cancel, terminate, or take over the distributorship.

**9.6 To Prevent Any Ambiguity:**

- i. The beneficiary appointed in a form or other documents, or the beneficiary nominated in the distributor's will in order to make "any other instruction" legitimate, must be written in black and white, signed in front of an attorney, and clearly state the distributor's rights, rank, benefits, and interests. It must also state that the distributor refuses to hand over his rights and benefits to his spouse or appointed wife. These documents must be submitted to and verified by DnG before the rights, benefits, and interests are handed over to his spouse or appointed wife.

- ii. No one has the right to receive or take away the rights, rank, benefits, and interests of a distributor, except for those with complete documentation and fulfilment of DnG requirements, and the distributor is still alive, physically and mentally healthy.
- iii. The rights, benefits, and interests of a distributor belong to an individual, and these rights, benefits, and interests are waived at the time of death, except for those who hand over their rights and benefits to their spouse or appointed wife, or beneficiary, as per rules and regulations. Otherwise, the rights and benefits will not become a legacy when the distributor passes away.

9.7 The distributor who wishes to change beneficiaries may do so at any time by giving DnG a written notice.

## **10. TERMINATION OF DISTRIBUTORSHIP**

10.1 The distributor (or spouse) who violates any law, the Direct Selling Act of the distributor's country, or DnG Code of Ethics, or any rule and regulation, or engages in any act that might affect DnG's benefits, image, and reputation, or upon the distributor's bankruptcy, or in the opinion of DnG, the distributor is not suitable or shall not be a DnG Distributor, or provides false, illegible, and inaccurate information in his/her application, DnG reserves the right to terminate the distributorship of the distributor (or spouse) at any time, without any prior notice.

10.2 The distributor may request distributorship termination at any time by giving DnG a written notice without any explanation.

10.3 When the distributorship of the distributor has been terminated, his/her downline will then be transferred to his/her upline, with the condition that DnG has the right to retain the transfer until deemed appropriate.

10.4 Without affecting DnG's rights and benefits, if any incident happens as mentioned in Rule 9.1, Rule 2.6(ii), Rule 4.14, or Rule 4.18, DnG will terminate the relevant distributor under the provision in Rule 9.1. DnG, based on its judgment, has absolute rights to suspend the rights and benefits of the distributor or take action against the distributor within the time deemed appropriate. During the time of suspension, the distributor will lose his/her rights and benefits, including the accumulated DC rewards, and after the suspension has been waived, the distributor has no right to claim back the losses of rights and benefits.

10.5 A distributor whose distributorship has been terminated, suspended, or cancelled is not allowed, under any circumstances, to sell or distribute DnG products or be involved in any other related transaction.

## **11. THE REVISION OF RULES AND REGULATIONS**

- 11.1 DnG reserves the right to amend, increase, or replace any rule and DnG Code of Ethics at any time and announce it through DnG's periodicals, memos, or notices; the distributor must abide by the revised rules and DnG Code of Ethics.
- 11.2 DnG will keep one or more copies of the Code of Ethics, with revised and finalized rules, in DnG HQ to be used at any time whenever there is any argument in definition and content, which is a formal legislative document.
- 11.3 The distributor must at any time follow up or be attentive to any alterations in the formal document; the distributor has the duty to check himself, the new rules released in the formal document.

## **12. OTHERS**

- 12.1 If any rule, Code of Ethics, or any regulation has been pronounced invalid or cannot be executed by court or any appropriate authority, it does not affect the validity and enforcement of other provisions in the rules or Code of Ethics.
- 12.2 The rules and regulations shall become invalid and cannot be executed once they violate:
- i. Act of Parliament.
  - ii. Government Policies and Orders.
  - iii. Direct Selling Act of the distributor's country.
  - iv. any terms and conditions as may be decided by the appropriate authority from time to time.

These may not affect DnG's rights to execute other rules and the DnG Code of Ethics. This Code of Ethics is only for Independent Distributors.

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DNG

## 道德守则

### 目的

1. 解释分销商的权利、责任和义务。
2. 解释分销商需要遵守的规章制度，包括分销商所在国家的直销法和任何对其组成文件的修订。
3. 解释分销商之间的关系，建立健康的社区。
4. 解释分销商与公司之间的关系，促进双方业务的共同成功。
5. 帮助分销商创建道德销售环境。

### 政策声明

DNG（以下简称“DnG”）是一家专注于提供优质产品和服务的公司。尽管其分销商可以自由销售，但 DnG 需要时刻提醒他们要以道德和诚信行事。分销商在发展他们的 DnG 事业时应遵守 DnG 的道德守则（以下简称“守则”）。违反守则的分销商将受到纪律处分，包括但不限于取消违规者（及其配偶）的分销商资格。

### 守则如下：

1. 分销商必须遵守并严格遵守 DnG 的规章制度，在业务中诚实和真诚。
2. 分销商必须根据 DnG 备忘录、传单和产品标签中的信息推广 DnG 产品；未经 DnG 事先书面批准，不得作出其他声明或声明。
3. 分销商必须诚实并能够清晰完整地解释 DnG 的营销计划，包括实现成功所需的努力。
4. 分销商不得以恶意损害 DnG、其产品和其他分销商的声誉和商誉为个人利益，不得发表模糊和负面的声明。
5. 分销商不得参与可能导致 DnG 或其分销商遭受任何损失或损害的活动。
6. 分销商不得利用 DnG 的品牌、公告、访谈节目、会议、讲座或任何公司资源在其他业务中获利。
7. 分销商必须尽一切努力确保客户对 DnG 的产品和服务满意。

8. 分销商必须扮演分销商、赞助商（上线）和领导者的角色，发展他们的 DnG 事业。
9. 分销商在开展业务活动时必须遵守法案、规章制度、法律及其相关指示。
10. 分销商需要尊重其他分销商和客户的隐私。

## 1. 分销商资格

1.1 根据规章制度，申请人必须年满 18 岁或以上，不分性别、种族、政治党派和宗教信仰，并由合格的 DnG 分销商引荐。

1.2

- i. 分销商不得将个人的配偶或子女引荐至不同的组别。
- ii. 夫妻及其子女的团体申请将被分配至同一组别。
- iii. 对于实行一夫多妻制的分销商，妻子必须由其丈夫引荐。
- iv. 若两位来自不同组别分销商结婚，可选择：
  - a. 其中一位放弃其分销商身份，其组别将转至其引荐人的组别。
  - b. 后者的分销商身份及其组别转至前者的组别。
- v. 夫妻共享奖励和认可，以保护分销商的权利和利益。

1.3 DnG 有权拒绝任何被视为不合格的申请人，并无需说明理由或透露原因。

1.4

- i. 任何已停止活动至少 12 个月的前分销商可在经 DnG 批准后由任何组别引荐。
- ii. 如果分销商：
  - a. 销售、试图销售或帮助销售任何 DnG 产品。
  - b. 正式或非正式参与 DnG 产品的销售。
  - c. 引荐新的分销商。
  - d. 参与或代表任何成员参与 DnG 或任何 DnG 分销商组织的任何晚宴或活动。
  - e. 向其潜在客户介绍 DnG 营销计划。
  - f. 出现在总部、任何分部、任何经销中心、任何移动经销商处或任何 DnG 及其分销商的销售点。

为避免任何歧义，将 2.6(ii) 视为适用于 1.4(ii)。

- iii. 申请人必须书面提交通知，告知自己或其配偶/子女是否曾是 DnG 分销商，并解释自己或其配偶/子女分销商身份终止的原因。如果分销商无法提交、过失地提供虚假信息或提供无效信息，DnG 保留终止其分销商资格的权利。

1.5 分销商不得在 DnG 拥有超过一个帐户或从其他分销商处（正式或非正式）获得任何利益。

1.6.1 如果 DnG 发现或认为任何分销商拥有两个或两个以上的帐户（使用自己的姓名或任何被引荐人的姓名），公司保留终止其最新分销商资格并将其下线转至其上线或任何适当组别的权利，根据 DnG 的判断。分销商应承担由终止、取消或转移分销商资格所引起的任何索赔、补偿或损失。

1.7 隐瞒事实：

- i. 任何隐瞒或未能提供可能导致公司拒绝其申请或终止其分销商资格的信息的分销商，DnG 保留随时终止其分销商资格、转移分销商及其整个或部分团队（下线）至任何适当组别的权利，或在合理时间内撤销其分销商资格的权利，或采取任何其他认为适当的行动。
- ii. 如果 DnG 相信任何引荐人知道或应该知道 1.7(i) 中被提名人隐瞒或未提供的信息，DnG 保留采取行动对引荐人的权利，包括保留其奖金、福利、佣金、激励，并终止其分销商资格。

1.8 当转移任何分销商或其下线时，DnG 无需事先获得被转移组别或转入组别的同意；分销商无权要求对所述行动造成的任何损失进行补偿。

## 2. 分销商申请

2.1 申请人必须提交 DnG 独立分销商申请及协议表，附有身份证复印件和分销商费。所有申请人必须由合格的 DNG 分销商引荐。

2.2 如果申请表中提供的信息被发现不实、难以辨认或不准确，DnG 有权：

- i. 立即终止申请人的分销商资格。
- ii. 将分销商及其整个或部分团队转至任何被视为适当的组别。
- iii. 在合理时间内撤销分销商的分销商资格。
- iv. 撤销分销商的奖金、福利、佣金或激励。
- v. 采取任何其他适当的行动。

- 2.3 成功的申请人将被任命并注册为 DnG 分销商，获得 DnG 分销商 ID 和业务包。
- 2.4 对于任何未成功的申请人，DnG 将退还分销商资格费。然而，申请人退回的业务包必须完整且能够重新销售，以便退还其退款。
- 2.5 受益人
- i. 成功的申请人应使用申请表中的姓名注册为 DnG 分销商。
  - ii. 如果分销商已婚，应报告其配偶的姓名和其他信息给 DnG。
  - iii. 如果分销商有多于一个（1）的妻子，他可以选择其中一位妻子。
  - iv. 分销商应指定一个受益人。如果受益人仍未成年，则分销商必须指定一位受托人暂时管理受益人的权利和福利。
- 2.6
- i. 只有已注册为成员的分销商才有权获得奖金、佣金、激励和其他福利。分销商的丈夫、妻子或指定的妻子没有权利要求从 DnG 获得分销商的奖金、佣金、激励和其他福利。
  - ii. 如果分销商的丈夫/妻子/子女代表分销商行使重大责任，他们已经：
    - a. 违反了分销法及其规则。
    - b. 违反了道德规范。
    - c. 授权 DnG 终止或暂停分销商资格。
    - d. 授权 DnG 对分销商采取行动，包括保留和取消奖金、佣金、激励和其他福利；同时，分销商的丈夫/妻子/子女的任何行动都应视为分销商自己的行动；DnG 保留对分销商对配偶/子女的行为采取纪律和法律行动的权利。
- 3.3
- i. 分销商被禁止游说或导致其他分销商直接或间接放弃或终止其分销商资格，或变得不活跃，或离开其上线。
  - ii. 违反 3.3(i) 的任何分销商将不得允许将被提名人引入他/她自己或其他人的团队。要重新申请并重新加入 DnG，被提名人必须由他/她的原引荐人介绍。
- 3.4 分销商被禁止更改其上线。DnG 将不允许任何分销商将其整个或部分团队转移到其他组别。
- 3.5 DnG 将拒绝任何更改上线的申请，并不允许任何请求转移整个或部分团队销售。
- 3.6 一旦被提名人的申请被接受，引荐人有责任指导和培训他/她的下线。



3.7 分销商应与其下线保持距离，专业的关系。

## 4. 销售管理

### 4.1

- i. DnG 保留权利并已被授权在公司印刷材料、报纸、大众媒体、晚宴和任何其他媒体上发布任何分销商的姓名、信息、照片、文章和推荐。
- ii. 作为 DnG 分销商，他/她已经免费授权 DnG 发布他/她在 4.1(a)中提到的信息，并且他/她没有权利要求任何佣金、版税或其他补偿。
- iii. 即使分销商资格已被终止，DnG 仍保留其照片、文章、推荐和其他相关文件的版权，遵守随时发布它们的权利，而前分销商无权要求任何补偿或阻挠发布。

4.2 在进行任何交易或演示时，分销商必须出示其正式的分销商身份证；在自我介绍时，他/她必须出示其分销商身份证和身份证。

4.3 对于搬到新国家的任何分销商，他/她必须书面通知公司。

4.4 分销商必须为所有销售的产品开具收据，并清楚标明产品名称、价格、分销商名称、DnG 分销商 ID、身份证号码和分销商签名。

4.5 分销商必须遵守和遵守所有 DnG 的规定和法规（包括修订后的规定）。

4.6 分销商必须以诚实和真诚的方式向任何客户或潜在客户介绍 DnG 产品和营销计划。分销商被禁止就产品进行任何不真实和模棱两可的声明，也不得利用种族、政治、宗教或其他敏感问题来推广 DnG 产品。

4.7 分销商必须正确演示和清晰解释 DnG 产品的功能和用法。他们被禁止就 DnG 产品、其用途和功能进行虚假陈述和模棱两可的解释。分销商还必须遵守卫生部的法律和指示，并不得将任何 DnG 产品称为“特效药”。传播不真实、模棱两可和误导性声明的分销商应承担公司因其行为而面临的任何后果。

4.8 在解释 DnG 营销计划时，分销商被禁止做出与 DnG 传单、杂志、信息和任何其他印刷材料中呈现的事实不一致的声明。

- 4.9 所有分销商都是独立的企业家；个人事业的成功取决于自己。 DnG 及其分销商是两个独立的实体；分销商不是公司的代理商或雇员。 因此，分销商：
- i. 没有权利在没有 DnG 事先书面批准的情况下使用 DnG 的名称、业务名称、传单或商标。
  - ii. 不是 DnG 的员工或代理商，而是独立的分销商/企业家。
  - iii. 在任何地区都没有特权；市场对所有 DnG 分销商开放。必须了解分销法。
  - iv. 必须为税务目的保留每月收入记录。
- 4.10 分销商被禁止声称代表或拥有代表 DnG 的权利。
- 4.11 分销商被禁止声称代表或拥有代表 DnG 的权利。
- 4.12 活跃的分销商被禁止直接或间接对其他分销商公司或任何竞争对手的活动产生兴趣或参与。如果 DnG 认为分销商涉及其他分销商公司或竞争对手，将会考虑以下情况：
- i. 分销商或其配偶在其他分销商公司或竞争对手中担任员工（执行或管理层级）、股东或董事。
  - ii. 分销商或其配偶是其他分销商公司或竞争对手的分销商。
  - iii. 分销商或其配偶参与其他分销商公司或竞争对手的产品销售、促销或任何活动。
  - iv. 分销商或其配偶在其他分销商公司或竞争对手中担任顾问或协调员。
  - v. 分销商或其配偶向其他分销商公司或竞争对手的分销商提供培训或服务。

公司将确定一家公司是否具有竞争性；公司的决定是最终的。

- 4.13 公司将通过自己的判断执行 4.11，并与 2.6(ii) 协调。

4.14

- i. 分销商被禁止通过报纸、电子杂志、印刷材料、电子媒体或任何其他媒体推销自己或产品。
- ii. 分销商被禁止建立任何正式或非正式的销售中心或供应中心，以供应或销售任何 DnG 产品。他们还被禁止在任何建筑物或领域中显示或张贴 DnG 的名称、商标和其他独特的公司标识标记，除非经 DnG 事先书面批准。

- 4.15 分销商不得要求其他分销商或 DnG 员工购买其他公司的产品或加入其他公司的营销计划。

- 4.16 分销商被禁止重新标签或重新包装任何 DnG 产品。

- 4.17 DnG 产品必须以其原始包装和尺寸引入市场。
- 4.18 分销商必须在得到 DnG 的同意和指示下销售或分发任何产品。除了得到 DnG 事先指示和许可的交易外，他们被禁止提供奖品、折扣、激励措施、价格优惠或任何优惠。分销商必须根据 DnG 产品价格表销售 DnG 产品。
- 4.19 分销商
- i. 除非得到 DnG 事先书面许可，否则被禁止使用 DnG 的名称、商业名称、口号或招牌。他们还被禁止在任何媒体上拥有、发布或分发与 DnG 产品及其发展有关的任何声明、传单、信息或广告。
  - ii. 被禁止从事、销售、分发或促销其他公司的产品、服务和活动，或要求和赞助任何 DnG 分销商或其员工加入其他公司。
  - iii. 被禁止在任何 DnG 晚宴、研讨会、会议、活动、办事处、分部、分销商中心和其他活动中推广自己或销售其他公司的产品。
  - iv. 不得向由其他分销商邀请的任何客户出售产品。
- 4.20 分销商被禁止使用其他分销商的名字，无论是否获得许可，来销售、尝试销售或分发任何 DnG 产品。他们还被禁止游说并将他们的下线销售量或其他人的下线销售量添加到自己的销售量中。
- 4.21 分销商被禁止传播、制作和印刷任何针对 DnG 及其产品的虚假指控。他们还被禁止传播、制作和印刷可能影响 DnG 及其产品的利益、形象和声誉的任何意见或声明。
- 4.22 分销商被禁止尝试游说或迫使任何分销商或 DnG 员工参与任何其他分销商公司或 DnG 竞争对手的销售、分销或活动。
- 4.23 如果发现任何分销商违反这些规定，其分销商资格将被终止或暂停，具体取决于情况的严重程度。

## 5. 订单和付款

- 5.1 分销商可以在任何 DnG 分部、经销商中心、移动经销商或总部订购或购买产品。
- 5.2 分销商可以使用现金、信用卡或 DnG 发放的产品券进行付款。由 DnG 发放的产品券必须包含总部、分部、经销商中心或移动中心负责人的验证。

- 5.3 分销商在总部、分部、经销商中心或移动中心购买产品时，除非经 DnG 特殊情况下允许，否则不得使用其他分销商的支票、奖金或现金券进行支付。

## **6. 退货政策**

- 6.1 我们对所有产品进行严格的检查程序，以确保在交付给我们的客户之前处于良好的状态和完好无损。
- 6.2 所有售出的产品均不可退货或换货，任何支付也不可退款。如果收到错误、损坏或破损的产品，请在收到此类产品后的 48 小时内联系 DnG。
- 6.3 被换货的产品必须是未打开的，且处于可重复使用和可再销售的状态。DnG 将不会发运换货产品，直到公司收到并检查了退回的产品（连同销售收据）。
- 6.4 附上一封陈述退货原因的信函。
- 6.5 如果发生由我们的错误或失误直接导致的错误产品或损坏产品交付，DnG 将为客户更换正确的产品。

## **7. 促销与奖金**

- 7.1 晋升和奖金的资格在市场营销计划中有说明。
- 7.2 DnG 将根据分销商的购买记录发放奖金。
- 7.3 如果奖金结算单有任何技术错误，分销商必须在信函发送日期后的 3 天内通知 DnG。到期后的任何投诉或抗议将不予受理。
- 7.4 分销商已同意，DnG 有权在未经分销商事先同意的情况下修改市场营销计划。
- 7.5 “DC” 是公司额外奖励给分销商的忠诚计划。这种奖励不以货币形式给出。因此，分销商没有直接与公司交易或从公司中提取现金的权利。分销商只能通过购买产品或通过我们的补偿计划赚取奖金来获得“DC 奖励/DC Plus”奖励。公司不向任何分销商出售 DC。DC 不能保证从我们的平台间接获得回报和/或利润。

- 7.6 如果发生以下情况，DnG 有权取消或保留任何分销商的奖金、佣金、激励措施、累积的 DC 奖励和其他权益：
- i. 分销商（或配偶）与 DnG 之间或分销商（或配偶）之间发生争论或冲突。
  - ii. DnG 根据自己的判断，出于公共利益暂停奖金、佣金、激励措施、累积的 DC 奖励和其他权益。
  - iii. 分销商（或配偶）违反或被怀疑违反任何规则和条例。
  - iv. DnG 要求分销商（或配偶）提供解释信或发出暂停通知。
  - v. 分销商（或配偶）的分销权已被终止。
  - vi. DnG 应暂停或保留分销商（或配偶）的奖金、佣金、激励措施、累积的 DC 奖励和其他权益。

## 8. 培训与自我提升

- 8.1 鼓励分销商参加由 DnG 组织的培训课程。

## 9. 分销权的限制和移交

- 9.1 分销商必须在距离最新的资格奖金到期日期不超过 12 个月的时间内，通过单张账单购买至少价值 30UV 的产品，以维持其分销权。
- 9.2 “分销商”称号属于个人，未经 DnG 事先书面同意，不得转让、出售或移交；公司保留在未经通知或解释的情况下保留任何分销商之间协议的权利。
- 9.3 任何要求转让、出售或移交分销商权利和利益的请求应附有可以接受的理由，并清楚说明这些交易的细节。
- 9.4 当 DnG 批准分销商转让、出售或移交他/她的权利和利益时：
- i. DnG 保留定义合理规则和规定的权利。
  - ii. DnG 保留修订对分销商的任何特权、利益、奖金和其他支付的权利，分销商没有上诉权。
  - iii. 转让其权利和利益的分销商，其丈夫、妻子或子女不得申请或重新申请成为 DnG 分销商。
  - iv. 接收转让的分销商没有权利对其权利和分销权提出上诉或采取任何行动（反对 DnG）。

9.5 如果分销商因疾病、事故或其他原因成为昏迷、死亡或残疾：

- i. 分销商的权利和利益应转让给他唯一的妻子，前提是没有向 DnG 提供“任何其他指示”，并提供完整的文件和满足公司的所有要求。
- ii. 分销商的权利和利益应转让给他指定的妻子（如果他有多个妻子），并提供完整的文件和满足公司的所有要求。
- iii. a) 如果分销商有多个妻子，他的妻子必须指定其中一个代表来接收分销商的权利。然后，分销商的权利和利益将转移到被指定的妻子名下，并提供完整的文件和满足公司的所有要求。  
b) 如果他的妻子未能、疏忽、忽视或无法在九十（90）天内或在 DnG 给出的延长期限内达成一致指定代表的协议，分销商的权利和利益将转移给他指定的受益人。如果分销商未指定任何受益人，DnG 保留终止他的分销权或采取任何其他适当行动的权利，而分销商的妻子没有上诉权。
- vi. 如果分销商仍然单身或已书面通知拒绝将他的权利和利益转让给他的配偶或指定的妻子，或者如果他的配偶或指定的妻子在完成所需文件之前已经去世、昏迷或残疾，他的权利和利益将由 DnG 同意后转让给他的受益人。
- vii. 如果分销商没有合格的配偶或受益人来接收他的权利、所有权、利益和权益，DnG 根据自己的判断保留取消、终止或接管分销权的权利。

9.6 为了防止任何歧义：

- i. 在表格或其他文件中指定的受益人，或者在分销商的遗嘱中提名的受益人，以使“任何其他指示”合法，必须用黑白书写，并在律师面前签字，并清楚说明分销商的权利、级别、利益和权益。它还必须说明分销商拒绝将他的权利和利益转让给他的配偶或指定的妻子。这些文件必须提交给 DnG 并经其验证，然后才能将权利、利益和权益转让给他的配偶或指定的妻子。
- ii. 除非符合 DnG 的要求，拥有完整文件并且分销商仍然健在、身心健康，否则无人有权接收或夺走分销商的权利、级别、利益和权益。
- iii. 分销商的权利、利益和权益属于个人，这些权利、利益和权益在死亡时被放弃，除非按照规定将其权利和利益转让给其配偶或指定的妻子，或受益人。否则，当分销商去世时，其权利和利益不会成为遗产。

9.7 任何希望更改受益人的分销商均可随时通过向 DnG 提供书面通知来进行更改。

## 10. 分销权终止

- 10.1 违反任何法律、分销商所在国家的分销法、DnG 道德准则、任何规定和条例、从事可能影响 DnG 的利益、形象和声誉的行为、或分销商破产、或在 DnG 的意见中，分销商不适合或不应成为 DnG 分销商、或在申请中提供虚假、不可读和不准确的信息的分销商（或配偶），DnG 保留在任何时候终止分销商（或配偶）的分销权利的权利，而无需事先通知。
- 10.2 分销商可以随时通过向 DnG 提供书面通知而无需任何解释来请求终止分销权。
- 10.3 当分销商的分销权利被终止时，他/她的下线将被转移到他/她的上线，前提是 DnG 有权保留转移直到被视为适当。
- 10.4 在不影响 DnG 的权利和利益的情况下，如果发生了 9.1 条、2.6(ii)条、4.14 条或 4.18 条提到的任何事件，DnG 将根据 9.1 条的规定终止相关分销商。DnG 根据其判断，有绝对权利在被认为适当的时间内暂停分销商的权利和利益，或对分销商采取行动。在停职期间，分销商将失去他/她的权利和利益，包括累积的 DC 奖励，在停职被撤销后，分销商没有权利要求追回权利和利益的损失。
- 10.5 终止、暂停或取消分销权的分销商在任何情况下都不得销售或分销 DnG 产品或参与任何其他相关交易。

## 11. 规则和条例的修改

- 11.1 DnG 保留随时修改、增加或替换任何规则和 DnG 道德准则的权利，并通过 DnG 的期刊、备忘录或通知公告宣布；分销商必须遵守修订后的规则和 DnG 道德准则。
- 11.2 DnG 将在 DnG 总部保留一份或多份已修订和最终确定的道德准则副本，以便在对定义和 内容有争议时使用，这是一份正式的立法文件。
- 11.3 分销商必须随时跟进或留意正式文件中的任何修改；分销商有责任自行查看新规则在正式文件中发布的情况。

## 12. 其他事项

- 12.1 如果任何规则、道德准则或任何规定被法院或任何适当机构宣布无效或无法执行，则不影响规则或道德准则的其他条款的有效性和执行。
- 12.2 一旦违反以下情况，规则 and 规定将失效并且无法执行：
  - i. 国会法案。

- ii. 政府政策和命令。
- iii. 分销商所在国家的直销法。
- iv. 任何由适当机构不时决定的条款和条件。

这可能不影响 DnG 执行其他规则和 DnG 道德准则的权利。本道德准则仅适用于独立分销商。