

## AMWAY BUSINESS OWNER AGREEMENT

This document, Including the Amway Business Owner Application overleaf, if fully filled in, and any and all Amway Business Owner Change Requests signed by the applicant(s) and accepted and confirmed by Amway Philippines, L.L.C., hereinafter constitutes the Amway Business Owner Agreement between Amway Philippines, L.L.C., (hereinafter referred to as “Amway Philippines”), and the applicant(s) (hereinafter individually and/or collectively referred to as “ABO”) whose signature and other identification data appear on the overleaf.

1. Amway Philippines appoints the overleaf of identified applicant(s) as ABO of AMWAY products and the applicant(s) accept(s) such appointment. The ABO shall, on a non-exclusive basis, purchase from Amway Philippines, resell (on retail for Filipino citizens only), distribute, and market AMWAY products in the Philippines.
2. The ABO is, or as of the moment of execution of the Agreement at the latest, will be an individual, Corporation, or Partnership having the capacity and/or possessing all the necessary registrations and authorizations and enters into this Agreement as an Amway contractor. Nothing in this Agreement shall establish an employer-employee relationship between the ABO and Amway Philippines, and nothing herein shall establish the ABO as a procurer, broker, mandatory, commercial agent, contracting representative, or other representative of Amway Philippines. When purchasing and selling AMWAY products, the ABO shall act as an Amway vendor, acting in his/her own name, at his/her own responsibility and for his/her own account.
3. This Agreement is entered into on a personal basis and may not be assigned or transferred by the ABO to a third party without Amway Philippines' prior written consent.
4. The term of the agreement shall expire at the end of each calendar year, with the exception of initial registrations accepted by Amway Philippines between September 1 and December 31, in which case such initial term shall expire at the end of the subsequent calendar year. In order to renew the Agreement, an ABO must annually fill out the Renewal Request Form and submit it as instructed on the form, along with the required renewal fee, by December 31 of the year before the year for which the ABO is renewing. Amway Philippines reserves the right to reject any renewal request or revoke any ABO renewal if the ABO is not in compliance with all provisions of the Agreement.
5. Relations between Amway Philippines and the ABO and the ABO's activities herein shall be governed by, in addition to this Agreement, the rules contained in the following official documents of Amway, with which the ABO has been acquainted; (1) Amway Philippines Business Guidebook, (2) Rules of Conduct; and; (3) the rules and policies issued and announced by Amway Philippines from time to time. Such documents may be amended by Amway Philippines from time to time and shall have immediate effect upon publication in the Amway literature and manuals, or other publications that Amway Philippines may see fit.
6. The Applicant/ABO hereby expressly authorizes Amway Philippines to make available, release, and disseminate all or part of the information set forth herein to the Amway ABOs within or outside the Philippines.
7. Each contracting party may terminate this Agreement pursuant to the provisions of the Rules and Conduct for reasons of non-performance or breach of this Agreement, by notice in writing to the other contracting party. Amway Philippines may terminate this agreement if the ABO does not comply with any rules contained in the Amway Philippines Guidebook, Rules of Conduct, and other rules and policies issued by Amway Philippines from time to time; or, if the ABO deliberately provides false information in this application.
8. Amway Philippines may deny this application if it contains incomplete, inaccurate, or misleading information. Any Subsequent alteration or modification will be subject to verification by Amway Philippines.

9. Applicant and co-applicant, if any, hereby authorize Amway Philippines to deliver commissions, refunds, and other payments to, and under the name of the (main) applicant.
10. The Applicant/ABO agrees to provide Amway with their bank account and payment information, along with all other information and documents requested by Amway in accordance with Amway's Rules of Conduct, so that Amway can pay the ABOs' bonuses and other payments.
11. The Applicant/ABO understands that, even if they specify a particular account for the payment of bonuses and/or other payments, the payment methods are subject to Amway's sole discretion.
12. The Applicant/ABO understands that their ABOship may be revoked if they fail to comply with the above conditions. They also understand that there will be no refund after the expiry of their ABOship. Additionally, the applicant/ABO understands that upon the expiry of the grace period for non-renewal or in the event of termination or resignation of the ABOship, their rights to any bonus and/or other payments will be forfeited, regardless of when their right arose.
13. The Applicant/ABO authorizes Amway to store and transmit the above data electronically.
14. Use of Name, Likeness, Quotes, etc. You specifically authorize Amway or its affiliated companies to use, reproduce, alter, publish, and license photographic and/or audiovisual materials depicting your image and/or recording of your voice, as well as quotes or opinions that you have expressed, for marketing or other lawful purposes in any media.

Personal Data. You acknowledge that Amway will collect, disseminate, and process personal information related to this Agreement in accordance with the Privacy Notice for ABOs and Members, which, amongst other things, explains your data protection rights and how to exercise those. Amway and you, as an ABO, each determine the purposes and means of any personal data relating to customers and downline or upline ABOs/Members they process and will comply with their application data protection law obligations. Amway Privacy Notice for Amway Business Owners and Members (accessible here: <https://www.amwayglobal.com/privacy-notice/philippines/?tab=abo>), which contains details about the processing of your personal information. You may also request a copy of this Amway Privacy Notice by contacting us at [PrivacyOffice@amway.com](mailto:PrivacyOffice@amway.com), which contains details about the processing of your personal information. You may also request a copy of this Amway Privacy Notice by contacting us at [PrivacyOffice@amway.com](mailto:PrivacyOffice@amway.com).

15. The applicant/ABO hereby expressly authorizes Amway Philippines to collect, process, and share the Applicant/ABO's personal data with Amway ABOs, Amway Affiliates, or third-party contractors within or outside the Philippines, to the extent necessary to support the Applicant/ABO's business. Amway Philippines shall comply with the applicable data protection obligations under the Philippine laws.
16. The applicant/ABO shall hereby authorize Amway Philippines to use his/her pictures and video clips captured during official ABO events to be part of Amway's visual library.
17. Applicable Law; Place of Jurisdiction. This Contract shall be governed and construed in accordance with the laws of the Philippines. Any provision held to be invalid shall be null and void without affecting the remainder of the Contract and shall be replaced by a valid and enforceable provision having an economic effect that approximates as closely as possible the original intention of the parties. In case of a dispute arising out of, or in connection with, this Contract (including the purchase of Amway products and/or services), the exclusive place of jurisdiction shall be at the legal domicile of Amway.
18. Limitation of Liability; Indemnification. To the maximum extent permitted by law, Amway's sole liability for any loss or damage, liability, claim, demand, cause of action, or expense of any nature whatsoever, arising out of, or resulting from this Contract, the performance or breach hereof shall be the price of the Amway Philippines Sales Kit. Further, to the extent permitted by law, Amway shall not be liable for any indirect or consequential damages or losses incurred as a result of this Contract, the performance or

breach thereof, including, without limitation, lost profits. You shall indemnify and hold Amway harmless from and against any and all loss, damage, liability, claim, demand, cause of action, and expense (including legal fees and expenses) arising out of, or in connection with, your activities pursuant hereto or otherwise.

19. Notice. Notices required under this Contract shall be made, in writing or by e-mail (if authorized), to the addresses, to the supplied by the parties on the front of this Contract. You are responsible for notifying Amway, in writing, of any change in your address.