

bHIP Global

Code of Conduct for Members & Policies and Procedures

1 GENERAL PROVISIONS

1.1 From this point forward bHIP Global will be referred to as "the Company" while its members will be referred to as "Members". 1.2 This document, "Code of Conduct for Members & Policies and Procedures" (hereinafter referred to as "CCMPP"), together with the "Compensation Plan" on the Company website form the complete and binding agreement between the Company and its Members.

1.3 This CCMPP has been drawn up for the following purposes: 1.3.1 To standardize the conduct of the Company and Members, safeguard market order and ensure the equity and integrality of Members' interests; 1.3.2 To clearly define a Member's obligations in his/her business cooperation with the Company; 1.3.3 To assert that it is a Member's duty to abide by this CCMPP and protect the healthy and orderly business development between the Company and himself/herself as he/she enjoys its equitable and legitimate business opportunities; 1.3.4 To clearly define the responsibilities of a Member in case of his/her breach of this CCMPP. 1.4 Members shall read carefully and accept this CCMPP and the Compensation Plan during his/her enrollment.

2 BUSINESS RULES AND REGULATIONS

2.1 Compliance with local government laws and regulations 2.1.1 Persons must be of legal status and age in their jurisdiction to be eligible to join as Members. 2.1.2 If the jurisdiction's regulation prohibits persons in certain job categories to join the Company business, those persons are prohibited by the Company from joining as Members. 2.1.3 Members must strictly comply with the jurisdiction's government laws and regulations. 2.1.4 Members shall be responsible for paying taxes required according to the jurisdiction's laws and regulations. 2.1.5 Members shall not perform any immoral act of discourteousness, deception or misguidance. 2.2 Compliance with company policies and regulations 2.2.1 There shall be no requirement of product purchase to become a Member. 2.2.2 All Members are independent consumers who are not to be considered purchasers of a franchise. They shall comply with the Compensation Plan and this CCMPP, but this does not create an employer/employee relationship, agency, partnership, or joint venture. Members are strictly prohibited from stating or implying, whether orally or in writing that

they have any of the above relationships with the Company. By accepting the Compensation Plan and this CCMPP, Members can personally consume the products and at the same time, sponsor others to join the Company. Therefore, they shall control their sponsoring and consumption behaviors and take responsibility for any consequences incurred. 2.2.4 There are no exclusive territories for recruiting purposes, nor shall any Member imply or state that he/she has any exclusive territory rights. There are no geographic limitations on Member sponsoring. They are not allowed to recruit Members in those foreign countries or territories that have not officially been opened by the Company. 2.2.5 Members shall protect and promote the reputation of the Company and its products. They shall not behave in a manner that will jeopardize the reputation of the Company, its products or the public interest. 2.2.6 Members shall not, in any way, cause disturbance to the Company, the market order and the ordinary

business operation of the Company staff. 2.2.7 Each Member shall take his/her own responsibilities and hold the Company harmless from any financial or legal disputes arising out of the Member's business practices. 2.3 Compliance with the operational regulations 2.3.1 Each individual is eligible to apply for and own one Membership and must not register with a fictitious or assumed name. 2.3.2 Change of the direct sponsor is not allowed in principle. If a member wishes to change his/her sponsor, he/she must first have the consent of that direct sponsor, and then both of them shall apply to the Company in writing within seven (7) days from his/her new Membership. The application is subject to the final approval of the US headquarters. 2.3.3 Members shall purchase a Global Software System (GSS, also referred to as the BackOffice Renewal Fee) of US\$49.95 yearly to renew their Membership. In case of a member deciding not to pay the renewal fee, he/she will be deemed to abandon his/her Membership, and at the same time, all his/her member rights and interests will be terminated. His/her position in the GSS shall be cancelled six (6) months after the date of termination. 2.3.4 The lists of Members and customers are owned by the Company. Members are allowed to use them to help build their market but are forbidden to use them for other commercial purposes unless they have obtained prior written approval from the Company. 2.3.5 Membership can be inherited or bequeathed. Other than such situations, Membership cannot be transferred to others without the Company's prior approval. Procedures for Membership transfer are as follows: 2.3.5.1 A Member who applies for Membership transfer may only do so six (6) months after his/her registration; 2.3.5.2 The Member shall personally present documents to the Company including a copy of his/her ID card and of the transferee, an attestation to his/her relationship with the transferee issued by the census authority in his/her jurisdiction and a signed "Agreement for Transfer of Membership" between them; OR

2.3.5.3 He/She may first log in into the BackOffice and send the Company a request through its "Request for Service" page. He/she must then submit the above-said copies of documents to the Company by hand, or by post in exceptional cases, within fourteen (14) days from the date he/she has received the Company's reply. The Company may, in its sole discretion, decide whether or not to accept the application; 2.3.5.4 Membership can only be transferred to a person or an entity who has never owned a Membership. 2.3.6 A Member may voluntarily terminate his/her Membership within fourteen (14) days of his/her registration. The Company will refund the full amount of the Membership registration fee (GSS), and his/her accumulated BV points will be cancelled. His/her product refund request will be processed in accordance with the CCMPP if applicable. 2.3.7 Should a Member's conduct constitute a true breach of this CCMPP and result in a negative impact on the Company and its Members, the Company has the right to terminate his/her Membership and reserves the right to take legal actions. 2.3.8 Compliance with Marketing Ethics 2.3.8.1 Members are prohibited to lure people to leave their place of residency in the name of offering them jobs, business opportunities or to restrict their personal freedom to coerce them to become Members. 2.3.8.2 Members shall not exaggerate their business volume or income to another person. They shall not display their commission or portray high commissions to others. 2.3.8.3 Members should clearly state the fact that there is no requirement of product purchase to become a Member. In addition, Members will need to re-order for small amounts of goods before the end of each activation period in order to maintain their right to receive commission. 2.3.8.4 Members shall not imply or mislead others to think that one can make financial gains simply by sponsoring others to join the Company without any personal consumption. 2.3.8.5 Members can

voluntarily sponsor other people to purchase products or join the Company. No one can coerce them or imply that they have an obligation to sponsor other people. 2.3.8.6 Members shall not make misleading claims such as "no great effort is required for success" or etc to lure people to become a Member. 2.3.9 The Company's business is built on the principle of product consumption. Members may purchase products either for personal use, family use or as gifts for friends, not just for Membership maintenance or rank promotion. Generally, unless a Member has already consumed 70% of his/her products-on-hand, he/she is not allowed to order for more products. 2.3.10 Rules and Procedures for Sponsorship and Consumption 2.3.10.1 Except in the Online Retail Store, Members shall directly place their orders in the BackOffice to receive BV points and relevant commissions. 2.3.10.2 When Members sell products via the Online Retail Store, they are prohibited to charge additional fees, and the retail prices shall not be lower than those published on the Company website. 2.3.10.3 When Members promote, explain and introduce the product functions and instructions for use, they should base on facts and shall not make misleading claims that the products can prevent, treat, cure or diagnose any diseases.

2.3.10.4 Members shall explain the Company's product return/refund policy to the consumers, and promptly handle their product complaints. For product return or exchange issues, Members should handle them in accordance with the Company policies. 2.3.10.5 Members are not allowed to criticize other companies and their products. 2.3.11 Members shall not organize or participate in any trainings, talks or gatherings relating to the Company's name (including Chinese or English trademarks) and its products without the Company's prior written approval. 2.4 Compliance with Rules on the Use of the Company trademark and logos 2.4.1 Members shall strictly comply with local legislations on trademark and company logo protection. 2.4.2 Members shall not, unless written approval has been granted and materials provided by the Company, use any materials relating to the trademarks, name, products, business model of the Company to promote their personal business. 2.4.3 Members are forbidden to repackage any Company products or tamper their trademarks. 2.4.4 Members shall not, unless written approval has been granted by the Company, produce any sales aids relating to the Company and its name and trademarks. Notwithstanding, the Company still owns the copyright of the above-said sales aids and reserves the right to sue and seek injunctive relief for the infringement of copyright and any damages incurred. 2.5 Media and Advertising Policy 2.5.1 Members shall not, unless written approval has been granted by the Company, grant any media interviews or make any type of statement to the media to publicize the Company, its products or their individual Company business. 2.5.2 Members shall not, unless written approval has been granted by the Company, publish or broadcast advertisements in relation to the Company trademarks and its products on any media channels. 2.5.3 Members shall not disseminate any unproven information or falsely deliver or report any information announced by the Company. In addition, Members shall not disclose any confidential information of the Company to the public. 2.5.4 Members shall not reproduce any materials produced by the Company about its business model or product descriptions without the Company's prior approval. 2.6 Internet and Website Policy 2.6.1 Members shall not use or attempt to register any of the Company trade names, service marks, product names, company name or any derivative thereof, for any website domain name. 2.6.2 Members shall not present the name, logos or any product descriptions related to the Company (including Chinese or English trademarks) in their privately owned websites. 2.6.3 Members shall not post "blind ads" on the Internet to make any claims about the products, Compensation Plan or a Member's income related

to the Company. 2.6.4 The Company adopts a "no-spamming" policy and considers the action of sending out unsolicited e-mails in large bulks as "spamming". The Company does not allow its Members to market its business or products by means of sending out this kind of e-mails.

2.7 Telephone Calls Policy 2.7.1 Members are prohibited to make claims that their calls are made from the Company. 2.7.2 Members are forbidden to, in any way, mislead the caller to think that he/she has reached the Company staff. 2.8 Corporate Information Update Policy 2.8.1 In order to maintain an effective marketing program to respond to the everchanging economic conditions and new laws that may be enacted by the government, the Company shall from time to time, without giving prior notice to Members, amend or augment the terms and conditions stated herein or alter its marketing program. Any amendment made to this CCMPP or the Company's marketing program shall be deemed as a part of the Agreement between the Company and its Members. 2.8.2 To satisfy the ever-changing market demand, all the Company product and literature prices are subject to change without prior notice. 2.8.3 The Company friendly reminds the Members that, they have a responsibility to stay abreast of the Company's updates published on the Company website, and the Company shall not be liable for any consequence occurring to a Member in the case of his/her failure to do so. 2.9 Product Delivery Policy 2.9.1 To ensure products are delivered on time, the recipient of products must produce his/her identity document to the deliverer of the logistics company at the time he/she receives the products. 2.9.2 The deliverer reserves the right not to release the products to the recipient should he/she fail to produce such documents. 2.10 Product Return and Refund Policy 2.10.1 The Company offers a 14-day product return and product refund policy. If a Member makes a request within 3 days, he/she will receive a full refund; if within 4 to 14 days, it will be a partial refund (less shipping costs); but if after 15 days, it is nonrefundable. 2.10.2 Any Member of a senior position affected by returned products will accordingly be subject to adjustments in their BV points and commissions. 2.10.3 Should any new Member make a product return request for his/her initial order, the Company will regard it as an application for Membership termination. 2.10.4 The products returned must be intact, current, undamaged, re-usable, re-sellable and in exactly the same quantity and combination as described in the product order. 2.10.5 A member may make a request for product return by sending a notice to the Company through the "Contact Support" on his/her BackOffice. The Company shall then issue a reply to the Member stating whether his/her request has been accepted. If yes, a "Return Merchandise Authorization" number (RMA) will be given in the reply. The Member shall keep the RMA number for reference. 2.10.6 After the completion of all procedures for product return, the Company shall, within 10 days, refund the amount to the Member's registered credit card account. 2.11 Non-Competition, Non-Association and Non-Solicitation Policy

2.11.1 Members shall not sell or promote products or opportunities of other companies to avoid constituting competition for the Company. They shall protect the interests of the Company and other Members. The Company reserves the legal right to apply for an injunction or compensation against anyone who violates this provision. 2.11.2 Members shall not directly or indirectly associate themselves with the Company's manufacturers, suppliers, representatives of suppliers, affiliates of suppliers or product inventors. 2.11.3 Members are strictly prohibited to seduce other Members to join another company in the same industry; they shall not on their own behalf, or on behalf of other persons or

associations solicit any employees, other Members, customers, product inventors, or suppliers of the Company, to alter their employment or business relationship with the Company or its affiliates; they shall not develop business relationship with other companies in the same industry. 2.12 Grace Period of BV Restoration 2.12.1 Members may make a request for BV restoration by sending the request through the BackOffice under the section "Contact Support" or by presenting the original copy of their identity document(s) to the Company in person, within seven (7) days from the expiration of their activation period. Any request made after the "7-day grace period" will not be accepted. 2.12.2 Should such a request meet the requirements of our policies, Members shall, according to their rank, purchase a certain amount of products within the grace period to re-activate. 2.13 Declaration 2.13.1 Members shall provide authentic and valid personal information to the Company. 2.13.2 The BackOffice login name and password issued to a Member is for his/her personal use only. 2.13.3 In case of a Member suspecting that his/her BackOffice has been accessed by another person, he/she should change his/her password immediately. 2.13.4 Our operational support provided to a Member will be based on his/her personal information provided to us through his/her BackOffice.

2.14 The Promotion, Importing or Sale of any products not ordered or purchased from the b:hip Global Cambodian office, is strictly prohibited in this country and shall result in immediate termination of position and possible legal action for breach of copyright. All products are the property of b:hip Global Cambodia and no use of the name or logo of b:hip Global shall be permitted without written consent. The promotion of any Compensation Plan that is not the Cambodian Compensation Plan as portrayed on the Cambodian b:hip Global website will also result in immediate termination of position.

3 SUPERVISION AND PUNISHMENT

3.1 Supervision 3.1.1 This CCMPP is enforced to safeguard the rights and interests of the Company and all Members. Any violation of it will cause significant negative impact on the Company and all Members' businesses, and lead to adverse consequences from the government, the society and the public against the Company, its products or Members. 3.1.2 All Members are responsible for protecting the market order and the level playing field. They are obligated to supervise and report other Members' breach of the Company's regulations. 3.2 Disciplinary Actions

3.2.1 Members who are proved to have breached this CCMPP shall be subject to a suspension or even termination of Membership. The Company also reserves the right to take legal actions. 3.2.2 The Company shall notify the Member who is suspected of violating this CCMPP. If he/she wishes to appeal against the Company's disciplinary actions, he/she shall, within 15 days of his/her receipt of the notice, supply the Company with evidences in his/her favor for its consideration. The Company will investigate impartially and has the right to decide whether to take the disciplinary actions. If the Member does not appeal within the 15-day period, the disciplinary actions will take effect. However, the Company shall not be responsible for any compensation for the Member's financial loss or damage of his/her reputation. 3.2.3 Any ex-Member may re-apply for new Membership after six (6) months from the date

his/her Membership has been terminated, provided that he/she has conclusive evidence that he/she no longer violates this CCMPP.

4 SUPPLEMENTARY PROVISIONS

4.1 This CCMPP and the Compensation Plan constitute and encompass all the agreements between the Company and its Members and, except when a written endorsement has been given by the Company's Management, any other undertakings shall be invalid. In the event of any provision(s) contained in this CCMPP obviously conflicts with the local laws and regulations, the remaining parts of it shall stand. 4.2 The Company has not made any guarantee of income, profit nor has it portrayed any stories of success to its Members. Other than the statements contained herein, there is no other verbal or written undertaking which the Company has engaged itself in. The Company does not endorse any potential or current Members to leave their current employment. 4.3 The Company reserves its rights to sue or claim financial compensations from a Member if he/she, in the course of conducting his/her business, violated the law, government regulations or this CCMPP and subsequently caused damages to the Company