



YESGLOBAL NUTRITION & WELLNESS INCORPORATED

SEC Reg. No. 2026070260945-01 TIN 811-422-866-00000
 120L Ground Floor, Spark Place, P. Tuazon corner 10th Avenue, Barangay Socorro, Cubao,
 Quezon City 1109
 Tel 0960 077 8784 E-mail ph@yesglobal.co Web yes.global

INDEPENDENT DISTRIBUTOR AGREEMENT

Philippines

Version 1.0 · October 2026 · draft for review by Philippine counsel before use

1. Parties and documents

1.1 This Agreement is made between **YESGLOBAL NUTRITION & WELLNESS INCORPORATED** (SEC Registration No. 2026070260945-01), of 120L Ground Floor, Spark Place, P. Tuazon corner 10th Avenue, Barangay Socorro, Cubao, Quezon City 1109, a member of the Yes Global group (“the Company”), and the individual named in the Application Form (“you” or the “Distributor”; the Compensation and Marketing Plan calls you a “member”).

1.2 These documents together form the whole agreement between us. Read all of them before you sign:

- (a) this Agreement;
- (b) the signed Application Form;
- (c) the Code of Ethics;
- (d) the Compensation and Marketing Plan in force from time to time;
- (e) the Returns, Cooling-off and Buy-Back Policy; and
- (f) the Privacy Notice.

1.3 If they conflict, they take precedence in that order, except that no document may reduce a right the law gives you.

2. You are an independent distributor, not an employee

2.1 You are an independent contractor. You are not an employee, agent, partner or franchisee of the Company, and nothing in this Agreement creates an employer-employee relationship under the Labor Code.

2.2 The Company pays you no wages and makes no SSS, PhilHealth or Pag-IBIG contributions for you. You decide your own hours, methods and expenses.

2.3 You are responsible for your own income tax and for registering with the Bureau of Internal Revenue where the law requires it. The Company withholds tax from your bonuses where the law requires and issues BIR Form 2307 for the amount withheld.

2.4 You have no authority to bind the Company, sign for it, or present yourself as its employee or spokesperson.

3. Eligibility

3.1 You must be at least 18 years old, lawfully able to engage in business in the Philippines, sponsored by a member in good standing, and pass the Company's identity check. A Tax Identification Number is needed before any bonus is paid out.

3.2 One person may hold only one membership account. Spouses may share one joint account. Buying, selling or holding more than one account, directly or through another person, is not allowed.

3.3 The Company may accept or decline any application. Membership is free; no fee is charged to join, to renew, or for the digital sales kit.

4. Your 10-working-day cooling-off right

4.1 You may cancel this Agreement, and any purchase made under it, within 10 working days of the date you sign the Application Form, without giving a reason.

4.2 Give written notice to ph@yesglobal.co or to the Company's address. Notice takes effect on the date you send it.

4.3 The Company refunds everything you paid within fourteen (14) days. Goods must be made available for collection in substantially the condition you received them; the Company bears the collection cost. No fee or penalty is charged.

4.4 This right is given by the Company. No other document may exclude or shorten it, and it is in addition to your rights under the Consumer Act of the Philippines (Republic Act No. 7394).

5. Buy-back of your products

5.1 On your written request — while you are a member or after this Agreement ends — the Company buys back unopened, resaleable products you bought from it in the previous 12 months.

5.2 The Company pays 90% of the net price you paid. No commission or bonus is deducted; bonuses paid on the returned products are reversed from the members who received them. The Company may set off amounts you owe that are due.

5.3 The full conditions are in the Returns, Cooling-off and Buy-Back Policy, which forms part of this Agreement.

5.4 Buying products to qualify for a rank or bonus and then returning them breaches the Code of Ethics.

6. What you may do

6.1 Buy products at the Distributor Price for your own use and for resale at no more than the Retail Price.

6.2 Introduce customers and sponsor new members, and earn under the Compensation and Marketing Plan on the resulting product sales.

6.3 Promote the products and the business using Company-approved materials, within clause 7 and the Code of Ethics.

7. What you must not do

7.1 Health claims. Do not say or imply that any product diagnoses, treats, cures, mitigates or prevents any disease. Food supplements have no approved therapeutic claims. Use only the claims and materials the Company has approved in writing, which follow the Food and Drug Administration's rules.

7.2 Income claims. Do not say or imply that any level of income is typical, expected or guaranteed.

7.3 Inventory loading. Do not buy, or encourage anyone to buy, more than can reasonably be used or resold, in order to qualify for a rank or bonus. The Company may refuse or reverse such an order.

7.4 Recruitment. Do not say that anyone earns from recruiting, or that joining fees are a source of income. Bonuses come only from product sales.

7.5 Selling channels. Do not sell through retail shops or online marketplaces the Company has not authorised, and do not use any domain, page or account that imitates the Company's brand.

7.6 Promotions. Do not run raffles, contests or other sales promotions without the Company's written approval and the permit the law requires.

7.7 Export. Do not export products, or sell to anyone you believe will export them.

7.8 Member data. Use genealogy and member data only to run your own business under this Agreement.

8. How you are paid

8.1 You earn under the Compensation and Marketing Plan in force when the sales volume is recorded. Bonuses are calculated monthly in points, credited to your Bonus Wallet, and paid to your bank account in Philippine pesos at 1 point = ₱80.00, on the published payment cycle.

8.2 Changes to the Compensation and Marketing Plan apply only from their effective date, after notice to members and the approvals required by law, including the prior approval of the DTI Seal of Legitimacy Evaluation Committee once the Seal is granted. Bonuses correctly earned and paid are not clawed back because of a change.

8.3 The Company may withhold or recover a payment made in error, on an order that is cancelled, returned or bought back, or arising from a breach of this Agreement or the Code of Ethics. Every recovery is itemised.

8.4 Raise any dispute about a payment within sixty (60) days of the statement that shows it.

9. No income guarantee

9.1 The Company guarantees no income. This is a business opportunity, not employment and not an investment.

9.2 What you earn depends on actual product sales by you and your organisation. Many members earn little or nothing; some spend more than they earn. Every figure in Company material illustrates how the plan calculates; it is not a statement of typical or expected earnings.

9.3 You are not required to buy inventory, and nothing is paid for recruitment.

10. Personal data

10.1 The Company processes your personal data as a personal information controller under the Data Privacy Act of 2012 (Republic Act No. 10173), as described in the Privacy Notice.

10.2 Your sponsor and upline see your name, member ID and your organisation's sales volume so they can support you. They never see your government ID number, TIN or bank details.

10.3 You are responsible, as a personal information controller in your own right, for personal data you collect from your own customers and prospects.

11. Intellectual property and confidentiality

11.1 The Company's trademarks, brand and materials remain the group's property. Use them only as the Code of Ethics allows, and stop when this Agreement ends.

11.2 Genealogy data, member lists, pricing structures and product formulations are confidential, during and after this Agreement.

12. Term and termination

12.1 This Agreement runs for one (1) year from your last purchase and renews with each purchase. If your account records no sales volume for twelve (12) consecutive months, it ends on the last day of the twelfth month.

12.2 You may end this Agreement at any time by written notice, without penalty.

12.3 The Company may end it on thirty (30) days' written notice, or immediately for fraud, unlawful activity, a health or income claim that exposes the Company to regulatory action, or another material breach. Except in those immediate cases, the Company first tells you the breach in writing and gives you fourteen (14) days to remedy it if it can be remedied.

12.4 You may appeal a termination in writing within thirty (30) days; the Company responds within thirty (30) days. Your buy-back right under clause 5 survives termination.

13. Complaints and disputes

13.1 Raise any complaint with the Company's compliance team first. The Company responds within thirty (30) days.

13.2 If it is not resolved, either party may refer it to mediation and, failing settlement, to arbitration in Metro Manila under the Alternative Dispute Resolution Act of 2004 (Republic Act No. 9285).

13.3 Nothing here prevents you from complaining to the Department of Trade and Industry or any other government agency, or from going to court where the law allows.

14. Indemnity and liability

14.1 You indemnify the Company against loss, fines and claims, including reasonable legal costs, arising from your breach of this Agreement, the Code of Ethics or the law, or from any product, health or income claim you make that the Company has not approved.

14.2 To the extent the law allows, the Company is not liable for loss of profit, opportunity or goodwill, or for indirect loss, and its total liability to you in any twelve (12) months is limited to the bonuses paid to you in that period or ₱15,000, whichever is greater. Nothing limits liability for death or personal injury caused by negligence, for fraud, or for your rights under the Consumer Act and clauses 4 and 5.

14.3 You confirm you have not relied on any promise or projection of earnings by anyone, including the member who introduced you, other than what is written in the documents in clause 1.2.

15. General

15.1 Philippine law governs this Agreement.

15.2 The Company may amend this Agreement and the documents in clause 1.2 on notice to members, with effect from a future date. If an amendment materially disadvantages you, you may end this Agreement without penalty.

15.3 You may not transfer your account without the Company's written consent. Transfers on death or separation follow the Code of Ethics.

15.4 If any clause is unenforceable, the rest remains in force. A delay in enforcing a term is not a waiver.

15.5 Notices: the Company writes to the address, e-mail or mobile number on your member record, or posts in the member portal; you write to the Company's address or ph@yesglobal.co. Notices of cancellation and buy-back take effect on the day you send them.

15.6 Neither party is liable for failure caused by events outside its reasonable control, such as natural disasters, epidemics or government action, while they last.

15.7 This Agreement is in English. A Filipino translation may be provided; if they differ, the English version prevails unless the law requires otherwise.

16. Signature

By signing I confirm that I have read and accept this Agreement — including clause 9 (no income is guaranteed) and clause 14 (indemnity and liability) — that I have received every document in clause 1.2, and that my 10-working-day cooling-off right runs from the date I signed the Application Form.

Independent Distributor

For and on behalf of

.....
Name:
Member ID:
Date:

.....
YESGLOBAL NUTRITION & WELLNESS
INCORPORATED
Name and position:
Date: