

**TERMS AND CONDITIONS
OF RESELLER REGISTRATION ("T&C")**

**YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE
SUBMITTING YOUR REGISTRATION
via the website at
<https://ywsecret.com.my> ("The Website").**

1.0 INTRODUCTION

- 1.1 **YW SECRET SDN. BHD. (Company No. 1279128-U)** a company incorporated under the Companies Act 2016 and having its business address at 17, Jalan Setia Impian U13/6D, Setia Alam, Seksyen U13, 40170 Setia Alam, Selangor Darul Ehsan (hereinafter referred to as “**the Supplier**”);
- 1.2 The Supplier is a supplier of beauty and skin care products listed on the Website (“**the Products**”).
- 1.3 Any person or company who register himself/herself/themselves at the Website and wishes to purchase the Products from the Supplier via the Website on the terms and conditions contained herein and be authorized to resell the Products on the Platforms authorized by the Supplier shall be known as **the Reseller**.

2.0 INTERPRETATION

- 2.1 The following words and phrases shall have the following meanings unless the context requires otherwise:

"Business Day" means a standard business day in Kuala Lumpur and Selangor, Malaysia;

"Delivery Location" means the address for delivery of the Products, as specified

by the Reseller in the respective Shipping Order;

"Information" means all information and attachments submitted by the Reseller via the Registration on the Website including any updates, proposals and/or supporting documents from time to time;

"Parties" means the Supplier, the Reseller and their respective successors and permitted assigns, and Party means any one of them;

"Platforms" means media sites such as Facebook, Instagram, WeChat, Lazada, Shopee, Alibaba, 11Street, Mudah, lelong.com or any other platform(s) which may be determined by the Supplier from time to time;

"Posting Date" means within three (3) working days from the Shipping Order(s) being placed by the Supplier or the Reseller;

"Registration" means the User Profile section listed on the Website which ought to be duly completed and submitted by the Reseller in order to be an Authorised Reseller.

"Stocks" means an order placed by the Reseller with the Supplier for the Products via the Website or any other mode(s) determined by the Supplier to be transferred to the Reseller's account;

"Shipping Order" means an order placed by the Reseller with the Supplier for the Products via the Website or any other mode(s) determined by the Supplier to be posted to the Delivery Location specified by the Reseller;

2.2 In this T&C, unless the context otherwise requires

2.2.1 a reference to any document including this T&C is to that document as varied, novated, ratified or replaced from time to time;

2.2.2 words in the singular include the plural and vice versa and words in one gender include any other gender;

2.2.3 a reference to any party includes its successors in title and permitted assigns, a reference to a "person" includes any individual firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality, and a reference to a clause is to a clause of this T&C;

2.2.4 the heading of clauses are for convenience only and will not affect the interpretation of this T&C;

2.2.5 any undertaking under this T&C not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or things;
and

2.2.6 the word "includes" in any form is not a word of limitation.

3.0 THE REGISTRATION

3.1 By completing the Registration on the Website, providing and submitting the Information from time to time via Website and/or via any other mode(s) as determined by the Supplier, the Reseller is deemed to have read, understood, accepted and be bound by the terms and conditions stipulated in this T&C.

3.2 Without prejudice to the foregoing generality, the Supplier may reject or cancel the Reseller's Registration or suspend the Reseller's account anytime if any part(s) of the Information submitted by the Reseller is found to be false, incomplete,

inaccurate or for such other reason(s) by the Supplier as the Supplier shall deem fit in its absolute discretion, including but not limited to non-observance of this T&C.

3.3 The Registration is for the sole and exclusive use by the Reseller and not assignable or transferable under any circumstances whatsoever.

4.0 ACCESS TO WEBSITE

4.1 The Reseller acknowledges that any transmission of information or communication by the Supplier to the Reseller via the Website shall be deemed to have been received by the Reseller immediately after transmission and/or posted on the Website, as the case may be. The Reseller shall be responsible to check on the latest information and status on the Website from time to time. It is also the Reseller's duty to enquire with the Supplier for any information, updates or latest status within the time period specified by the Supplier or the time usually required for a similar information updates or latest status to be received.

4.2 The Reseller shall follow the guidance provided by the Supplier in designating the user identification code ("Login ID") and the password ("Password") for identifying the Reseller's identity prior to access. The Reseller is required to quote its Login ID and the Password and any other identifiers (if any) as the Supplier shall prescribed at the material time in order to have access to the Website.

4.3 The Reseller may change the Password at any time but any changes shall be effective only if accepted by the Supplier.

4.4 The Reseller shall be fully responsible to keep his/her own Login ID and/or the Password and he/she shall not disclose the Login ID and/or the Password to any third party at any time. The Reseller shall act in good faith, exercise reasonable care and diligence in keeping the Login ID and the Password in secrecy, failing which, the Reseller shall be responsible and/or liable to all the consequences or losses incurred as a result such act or omission.

4.5 Any Information, offers, documents, instructions, confirmation, withdrawals, actions, acceptance, updates or whatever representations or dealings that have been received by the Supplier shall be irrevocable and binding on the Reseller whether given by the Reseller or by any other person purporting to be Reseller. The Supplier shall not at anytime under a duty to verify the identity or authority of the person dealings with the Supplier via the Website apart from verifying the Reseller's Login ID and the Password and such other identifiers (if any).

4.6 The Reseller shall be fully responsible for any accidental or unauthorized disclosure of the Login ID and/or the Password to any other person and shall bear the risks of the Login ID and the Password being used by unauthorized persons or for unauthorized purposes.

4.7 If the Reseller's Login ID and/or the Password is being disclosed to any unauthorized person or if there has been any unauthorized access to the Website, the Reseller shall notify the Supplier as soon as practicable and until the Supplier actually receives such notification, the Reseller shall remain responsible for any access and all use of the Website by unauthorized persons or for unauthorized purposes. The Supplier reserves its right to impose any administration fees in disabling and/or re-programming any of the Login ID or the Password. The Reseller shall indemnify the Supplier against any loss, claims, damages suffered as a result of any such act or omission.

5.0 AUTHORISED RESELLER

5.1 The duly registered and authorized Reseller shall fulfil and/or comply with the all requirement set out by the Supplier, failing which, the Supplier shall be entitled to terminate the Reseller's account anytime at their full discretion.

5.2 The Reseller shall be responsible take care the good image of the Supplier and the Reseller shall be strictly prohibited to make and/or post any statement and/or any remark, either in verbal or in writing, directly or indirectly, to defame and/or tarnish the reputation of the Supplier any time or under whatsoever circumstances, failing which, the Reseller shall be liable to compensate for all lost and expenses

incurred by the Supplier, including but not limited to legal fees and disbursements, all consequential losses suffered by the Supplier as a result the said statement.

5.3 The Reseller shall be authorized to sell the authorized Products only supplied by the Supplier on the Platforms.

6.0 THE PRODUCTS & PLATFORMS TO SELL

6.1 Any samples, drawings, descriptive matter, or advertisement produced by the Supplier and any descriptions contained in the Supplier's Catalogues or brochures are solely for illustration purpose of the Products described in them and the actual product might be varied from the sample, drawing, descriptive. They shall not form part of this T&C or have any contractual force.

6.2 The Products shall only be sold by the Reseller at the Platforms allowed by Supplier.

6.3 Apart from the Platforms as defined above, the Reseller shall not sell the Products on any online market place(s) without authorization and approval from the Supplier. The Reseller may apply for such authorization and/or approval from the Supplier in writing. The sole discretion in granting such authorization and/or approval shall lie with the Supplier.

7.0 STOCKS & SHIPPING ORDERS

7.1 The Reseller may request for Stocks from the Supplier at any time and the Stocks shall be delivered to the Delivery Location as specified by the Reseller in the Website within fourteen (14) Business Days upon full payment is received by the Supplier.

7.2 The Supplier shall cover the delivery charges for the Products if the Delivery Location is within Peninsular Malaysia.

7.3 the Reseller shall bear and pay for the delivery charges for any Product order via the Website in the event the Delivery Location is out from Peninsular Malaysia, i.e. East Malaysia or oversea.

- 7.4 The respective party shall submit and post the Shipping Order for the Products at the Website within three (3) Business Day to enable the other party is able to track the status of the Shipping Order via the Website.
- 7.5 The Supplier shall use its best endeavors to supply the Products in accordance with the Reseller's Shipping Order.
- 7.6 Time is of the essence. Should the Supplier discover that Posting Date cannot be met, the Supplier shall immediately notify the Reseller the cause of delay and propose a revised schedule to the Reseller or vice versa.
- 7.7 Should the delay be caused by Force Majeure the delivery time shall be extended by a reasonable period taking due regard to the circumstances

8.0 PAYMENT

- 8.1 All payment shall be made via the Website or any other form(s) and method(s) to be determined by the Supplier at their full discretion from time to time as the case may be.
- 8.2 If the Reseller fails to make full payment for the Stocks ordered by the Reseller, the Supplier shall be entitled to withhold the delivery of the Stocks until the full payment is made.
- 8.3 The Reseller shall notify the Supplier in writing should there be an error in the payment and/or the purchase price of the Stock within three (3) Business Day, failing which, it shall be deemed that all the payment made are in order.

9.0 PRICE OF THE PRODUCTS

- 9.1 The selling price of the Products shall be in accordance to the price as determined and stipulated by the Supplier on the Website [**Price**] and such Price shall be final.

9.2 The Reseller shall at all times abide by the Price in selling the Products. The Reseller shall be strictly prohibited to give any discount, rebate or promotion without the Supplier's approval and/or consent.

9.3 The Reseller may notify the Supplier in writing in the event the Reseller discovers any difference between the Price and the prevailing market price.

9.4 The Supplier shall have absolute discretion to revise the Price from time to time and any changes in the Price shall take immediate effect and be notified in writing by the Supplier via the Website or any other mode(s) as deemed fit by the Supplier.

10.0 TITLE AND RISK

10.1 The risk of Products shall pass to the Reseller on completion of unloading the Products at the Delivery Location or upon physical collection of Products by the Reseller, whichever precedes another.

10.2 The title of the Products shall only pass to the Reseller once the Supplier receives full payment for the purchase price of the Products, either in the form of cash, cleared funds or any other forms of payment as agreed by the Parties.

10.3 All the Products sold and delivered to the Resellers are non-refundable under whatsoever circumstances except under the circumstances where defect is found in the product(s) and/or wrong product(s) is delivered to the Reseller, in such circumstances, the Reseller shall notify the Supplier in writing within three (3) working days from the date of receiving of the said product(s).

11.0 INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier hereby warrant that they are the registered owner of the intellectual property rights of the Products as listed in the Website, including but not limited to pattern right and trademark of the Products.

11.2 Any and all intellectual property rights of the Products as well as in any work carried out by the Supplier in order to market the Products shall vest exclusively in the Supplier.

11.3 The Supplier undertakes that it will grant a non-exclusive license of such intellectual property rights to the Reseller for the purpose of this T&C.

11.4 The Reseller shall be strictly prohibited to manufacture and/or market and/or produce any product by using the Product's logo under whatsoever circumstances without the Supplier's consent, failing which, it may amount to the infringement of the intellectual property.

12.0 LIMITATION OF LIABILITY

12.1 The Supplier shall not be liable to the Reseller by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this T&C, for any loss of anticipated savings, business revenues, or profits or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, date and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents) which arise out of or in connection with the provision of the Products.

12.2 The Reseller shall indemnify and keep the Supplier fully indemnified from and against any loss, claim or liability whatsoever incurred or suffered by the Supplier as a result of negligence breach or any default by the Reseller (or its) employees, agents or representatives) of its obligations however arising in connection with this T&C together with expense, claim, loss or damage which the Supplier may suffer due to such negligence, breach or default by the Reseller.

13.0 RESELLER'S COMMISSION

13.1 The Reseller shall be entitled to the following commission and/or incentive once they or their group have achieved the target set by the Supplier (hereinafter referred to as "the Reseller's Commission"):-

- (i) monthly commission for personal sales target achieved;
- (ii) monthly direct group incentive for direct group target achieved;
- (iii) monthly whole group incentive for whole group target achieved.

13.2 The Reseller's Commission shall be paid by the Supplier to the Reseller on monthly basis once the Reseller achieves the target set by the Supplier. In the event that there is any occurrence of force majeure or any unforeseen circumstances, the Supplier shall reserve the rights to extend the payment of the Reseller's Commission to the Reseller until further notice.

13.3 The Supplier reserves the right to deduct and/or set off all the outstanding sum due and owing by the Reseller to the Supplier from the Reseller's Commission.

13.4 The Supplier shall be entitled to hold the payment of the Reseller's Commission in the event that the Reseller is found to have breached any of the terms and conditions in this T & C.

13.5 For avoidance of doubt, all the courier fees and/or transportation charges shall be EXCLUDED from the sale target.

13.6 The Supplier shall reserve all their right to revise and/or amend the personal and/or group sale target from time to time at the Supplier's sole discretion.

14.0 TERMINATION

14.1 If the Reseller fails to observe or perform any of the terms and conditions on its part to be observed and performed and/or fails to remedy any such breach within thirty (30) days of notice thereof from the Supplier, then the Supplier may serve a

written notice to the Reseller to terminate the Reseller's authorization to sell with immediate effect and the Supplier shall be further entitled to impose the penalty as stipulated in Clause 15 hereinbelow at the discretion of the Supplier.

14.2 Any termination pursuant to this clause shall be without prejudice to any other rights or remedies the Supplier may be entitled to under this T&C or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

14.3 In the event the Reseller is desirous to voluntarily terminate authorization to sell hereby granted, the Reseller shall serve a ninety (90) day notice in writing to the Supplier.

14.4 Upon serving the notice for voluntary termination, the Reseller shall ensure the Stocks are fully cleared within one (1) month.

15.0 PENALTY CLAUSE

15.1 In the event that the Reseller breach any of term and condition in this T & C, the Supplier shall be entitled to take the following actions against the Reseller at the Supplier's full discretion: -

15.1.1 To suspend the Reseller's account and to terminate the Reseller's authorization to sell the Products;

15.1.2 To blacklist the Reseller by announcement at the Website;

15.1.3 To forfeit all the Reseller's team bonus (if any) and/or Reseller's personal performance bonus (if any);

15.1.4 to forfeit all remaining Stocks in the Resellers account;

15.1.5 to claim against the Reseller for all losses suffered and expenses incurred by the Supplier as a result of the breach of terms and condition by the Reseller.

16.0 RELATIONSHIP OF THE PARTIES

16.1 Nothing contained in this T & C shall be construed to make the Reseller and the Supplier for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party.

16.2 The Reseller specifically agrees:-

16.2.1 that the Reseller shall have no power or authority to represent the Supplier in any manner, that it will solicit orders for the Products as an independent contractor in accordance with the terms of this T & C;

16.2.2 that the Reseller will not at any time represent the Supplier in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this T & C; and

16.2.3 that the Reseller will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this T & C.

17.0 MISCELLANEOUS

17.1 Force majeure.

Neither party shall be in breach of this T&C nor liable for delay in performing, or failure to perform, any of its obligations under this T&C if such delay or failure result from a Force Majeure event.

17.2 Assignment and other dealings.

17.2.1 The Reseller shall have no right under whatsoever circumstances to assign, transfer charge, subcontract, declare a trust over or deal in any other manner

with any or all of its rights or obligations under this T&C without the prior written consent of the Supplier.

17.2.2 The Supplier may at any time assign transfer charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this T&C.

17.3 Confidentiality

The Parties shall keep strictly confidential and not without the other party's prior consent in writing disclose to any third party any document or information marked as confidential, whether of commercial or technical nature, furnished by the other Party pursuant to this T&C.

17.4 Entire T&C

17.4.1 This T&C constitutes the entire T&C between the parties and supersedes and extinguishes all previous T&Cs, promises, assurances, warranties representations and understandings between them, whether written or oral, relating to its subject matter.

17.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation assurance or warranty (whether made innocently or negligently) that is not set out in this T&C. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this T&C.

17.5 Variation

Any variation of this T&C shall be effective in writing and published by the Supplier (or their authorised representatives) on the Website. The Supplier reserves all their rights to vary, amend and revise this T&C at their absolute discretion from time to time as the Supplier deems fit and fair.

17.6 Governing law and Jurisdiction

Any dispute or claim arising out of or in connection with this T & C, it shall be governed by, and construed in accordance with the law of Malaysia. Each party

irrevocably agrees that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this T&C.

17.7 Notices

17.7.1 Notices must be in writing. A notice may be delivered to a party by email, or by hand, or by prepaid ordinary post to the address notified to the party giving the notice.

17.7.2 A notice will be taken to be duly given and received:

- (i) if delivered by email, when received by the recipient;
- (ii) if delivered by hand, when delivered, and
- (iii) if delivered by prepaid ordinary post, on the third (3) business day after posting.

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