

For days Japan International Co., Ltd.

FORDAYS

Member's Guide

2nd. edition, May 2017



This document was created to provide prospective members with an overview of the Fordays business model prior to registering as a member.

- This document must be provided to prospective members by their enroller.
- Prospective members must thoroughly confirm and understand the contents of this document prior to registering as a member.

Date explanation received (DD/MM/YY):

Enroller's name: ID:

..... Mobile:

Trainer's name: ID:

..... Mobile:

Person who provided explanation:

Contents

Section 1: Member's Guide	3
A. Introduction	3
B. Membership Application	3
C. Ordering Products	5
D. Calculation and Payment of Bonus Payments / Billing of AutoShip Payments	7
E. Matters for Attention	7
F. Change of Course.....	8
G. Change of Personal Details	8
H. Re-classification and Re-registration	9
I. Membership Cancellation & Return/Replacement of Purchased Products.....	10
J. Misconduct	12
K. Handling of Personal Information	15
Section 2: Compensation Plan	16
1 Overview	16
2 Becoming a member.....	16
2.1 Requirements.....	16
3 Qualifications available to members	16
3.1 Positions	17
3.1.1 Active member	17
3.1.2 Leader.....	17
3.1.3 Director.....	18
3.2 Trainer Certifications.....	19
3.2.1 Additional benefits available to certified trainers.....	19
3.3 Titles.....	20
3.3.1 Line Leader	21
3.3.2 Star Director.....	21
3.3.3 Twin Star Director	21
3.3.4 Triple Star Director.....	21
4 Enrollment in a Course	22
4.1 Courses offered	22
4.2 Generating Point value (PV) and Bonus value (BV)	22
4.2.1 Generating PV.....	22
4.2.2 Generating BV.....	23
5 Bonuses	23
5.1 Types of bonuses	23
5.1.1 Start Bonus (available to all active members)	23
5.1.2 Line Bonus (available to all active members)	24
5.1.3 Trainer Bonus (available to all active members).....	26
5.1.4 Director Bonus (available to B and G Course members only).....	27
5.1.5 Title Bonus (available to B and G Course members only).....	27
5.1.6 Same Title Compensation.....	28

5.2	Payment of Bonuses.....	28
5.2.1	Calculation of bonuses.....	28
5.2.2	Method of payment.....	29
6	Other important information.....	29
6.1	Additional IDs.....	29
6.2	Cash rebate for additional drink purchases.....	29
6.3	AutoShip guidelines.....	29
6.4	Reclassification.....	29
6.5	Other Effects of Reclassification or Membership Cancellation/Termination.....	30
6.6	PV for purchases made by Keep Shop members or non-registered members.....	30
7	Definitions.....	31
 Section 3: Membership Terms and Conditions		33

Contact Details & Business Hours

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- This document includes certain provisions for programs which are scheduled to be implemented in the future.
- The content of this document may be amended in response to changes in the business, financial, legal or social environment and the prerequisites for certain bonuses and positions or titles stipulated herein may be changed at the discretion of Fordays without prior consultation or notice.

Section 1: Member's Guide

A. Introduction

For days Japan International Co., Ltd. ("Fordays" or "Company") is a company that is developing its business in Hong Kong through the sale of the Company's products to its members by means of inter-member promotion. Hence, members have the right to recommend and enroll new members, so that new members can enjoy the benefits of the products and the membership bonus system.

1. Fordays is a company developing its business in Hong Kong through a direct sales business model, where members are rewarded for actively promoting Fordays products to new members. These new members can then enjoy the benefits of the products and promote Fordays' products if they choose to do so.
2. All new members must have read and understood this Member's Guide, the Compensation Plan and the Membership Terms and Conditions prior to completing and signing the Fordays Membership Application Form (together shall constitute the agreement between the Company and each member, the "Membership Agreement"). Applicants who meet the membership eligibility criteria (see Section B below) will be registered as members and will be permitted to purchase Fordays products at member price.
3. Members must comply with the Membership Agreement, as well as all relevant laws, rules and regulations of Hong Kong, in particular the Pyramid Schemes Prohibition Ordinance (Chapter 617 of the Laws of Hong Kong) ("PSPO").
4. The Company requires each member to observe the Membership Agreement and amendments may be made at any time to reflect any government order, change in the law or market changes. Whenever such amendments are made by the Company, the Company will issue an internal announcement on Fordays website, but the Company will not individually notify each member.

B. Membership Application

Membership Eligibility

1. Except as set out below, any person resident in Hong Kong aged 18 years or over is eligible to become a member.
2. The following persons are ineligible for membership:
 - (1) Persons under eighteen (18) years of age and/or persons undertaking secondary or tertiary education (e.g., high school, undergraduate, or postgraduate studies), or other further studies at a preparatory college, technical college, etc. (This condition does not

apply persons who commence secondary or tertiary education after receiving membership approval.)

- (2) Persons who reapply for membership within six (6) months of Termination Date, provided that members who have been expelled will be ineligible for membership under all circumstances (see Article 14 of the Membership Terms and Conditions).
- (3) Persons under guardianship, bankrupts or persons against whom bankruptcy proceedings have been commenced, or persons engaging in activities contrary to public order or morality.
- (4) Foreign residents. However, this condition does not apply to foreign residents who have a permanent address, stable employment, and whose status of residence permits them to reside in Hong Kong for a period of over one (1) year.
- (5) Persons affiliated with a criminal syndicate or group that engages in anti-social activities, or persons/corporation executives directly or indirectly involved in acts of coercion or other anti-social behavior.
- (6) Persons who have previously abusively cancelled their membership during the Cooling-off Period on numerous occasions.
- (7) Other persons, who for whatever reason, Fordays deems ineligible for membership.

Membership application procedure

1. To become a Fordays member, an applicant must first carefully read all constituent documents of the Membership Agreement. After fully understanding the content of these documents, the applicant must then complete and sign the Membership Application Form. The Membership Application Form must be completed by the applicants themselves.
2. To finalize membership registration, the completed Membership Application Form must be submitted to Fordays Hong Kong office, where it will be processed and approved, provided the applicant meets the membership eligibility criteria. Those who receive membership approval will be issued with a membership ID number and receive notification from the Company stating that the applicant's membership application has been approved. The date on which notification is issued is considered the date of registration (the "Registration Date").
3. Corporate membership applications must be accompanied by a copy of the company's Certificate of Incorporation and Business Registration Certificate, issued no longer than three months (3) prior to the application date. Corporate membership applications not accompanied by these documents will not be accepted. If there are any changes to the Certificate of Registration details, corporate members shall submit an updated version to the Company within seven (7) days of the change.
4. Members intending to promote Fordays products are requested to provide details of a bank account in their own name to which bonus payments can be remitted. (A jointly-held account is also acceptable.)

5. Members who choose to utilize the AutoShip service are required to provide details of a credit card account to which monthly payments can be billed.
6. Members are required to choose a course they intend to purchase on a regular basis at the time of registration.
7. Members are required to pay a one-off, non-refundable HK\$200 membership fee. This fee is to cover administrative costs relating to the membership application process.

C. Ordering Products

Available courses

Members are required to choose their preferred course at the time of membership application. There are four courses available: A, B, F, G.

A Course: Monthly purchase of **one** 720ml bottle of Natural DN Collagen.

- For the initial order, two months' worth of products must be purchased (2 bottles of Natural DN Collagen).

B Course: Monthly purchase of **two** 720ml bottles of Natural DN Collagen.

- For the initial order, two months' worth of products must be purchased (4 bottles of Natural DN Collagen).

F Course: Monthly purchase of **HK\$1,000.00 worth** of products chosen from the available lineup.

- For the initial order, two months' worth of products must be purchased (total of HK\$2,000.00 worth of products chosen from the available lineup).

* For details of available products, please refer to the table below.

G Course: Monthly purchase of **HK\$2,000.00 worth** of products chosen from the available lineup.

- For the initial order, two months' worth of products must be purchased (total of HK\$4,000.00 worth of products chosen from the available lineup).

* For details of available products, please refer to the table below.

Courses	Products	Initial order,		Monthly purchase (3rd. month onward)	
		QTY/ Pt.	Price	QTY/ Pt.	Price
A	Natural DN Collagen 720ml	2 bottles	HK\$1,800.00	1 bottle	HK\$900.00
B		4 bottles	HK\$3,600.00	2 bottles	HK\$1,800.00

Courses	Products	Initial order,	Monthly purchase (3rd. month onward)
F	Mousa LU Serum ev	HK\$1,000.00	HK\$2,000.00
	Aminoacty (BCAA)	HK\$500.00	
G	Amino Force	HK\$500.00	HK\$4,000.00
	Body Run Bar Metablock	HK\$500.00	

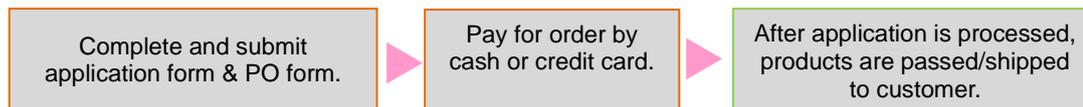
Active members enrolled in any of the four courses who perform business activities will be eligible to receive one or more bonuses, depending on their membership status (course, position, etc). Please refer to the Compensation Plan section for further details.

Note: Please refer to page 5 for details of the special rewards available for enrolling in the various courses.

Purchase procedure

1. For the initial order, please select a Course that you intend to purchase on a regular basis from Select Desired Course section of the Membership Application Form.
2. After completing and signing the Membership Application Form, please also fill in a purchase order form (PO form) and pass both forms to staff at Fordays' Hong Kong office.
 - After placing an initial order, for each subsequent monthly purchase or additional purchase, please fill in a PO form and pass it to office staff.
3. Please make a payment by cash or credit card at the office.

Flow from completing application to product shipping:



Task performed by member Task performed by Fordays

Product shipping

Products can be shipped to a designated address by courier within 5 days of the order being received. However, there is a possibility that, due to unforeseeable circumstances, delivery may be delayed. If products arrive in a damaged state or are unfit for consumption/use, please contact Fordays' Hong Kong office. For further details, please refer to Section I, Article 3.

Shipping fees

- Regular monthly purchases are shipped free of charge.
- For shipment of any orders other than those indicated above, see the Fordays website for applicable fees.

Special rewards

B·G Course members will receive the special rewards outlined below.

* Please be aware that special rewards may change due to changes in the business environment, etc.

- **B Course**
In odd-numbered months (6 times a year), B Course members will receive three mini bottles of Natural DN Collagen (100ml) free of charge.
- **G Course**
In odd-numbered months (6 times a year), G Course members will receive a complementary gift.

D. Calculation and Payment of Bonus Payments/ Billing of AutoShip Payments

1. Fordays calculates bonus payments based on a member's business performance over a one month assessment period, which runs from the 16th day of each month until the 15th day of the following month (please refer to Article 5.2.1 of the Compensation Plan for more details).
2. As a general rule, bonus payments will be remitted to a member's nominated bank account. Payments can only be remitted to an account held in the member's name. (A jointly-held account is also acceptable.)
3. If a member's actions result in bonus payments being withheld (for example, for violating the Membership Agreement) the bonus shall be retained in the Company's account until the issue is resolved. In such cases, the member shall not be entitled to claim interest for the withholding period.
4. Members wishing to sign up for AutoShip are required to provide the details of a credit card to which the monthly charge can be billed. Non-AutoShip members who wish to change to AutoShip and submit a completed Change Request Form by the 10th day of each month will automatically be shipped their selected course (products) from the following month, and payment will automatically be billed to their nominated credit card account.

E. Matters for Attention

Matters for Attention in relation to Autohip Option Automatic Payment

1. If the credit card number or any other information provided on the Membership Application Form is incorrect or incomplete, it will not be possible to process the application, resulting in a delay in payment being processed and products being shipped.
2. If payment cannot be processed due to insufficient credit limit, this will result in a delay in payment being processed and products being shipped or shipment cancellation

Matters for Attention in relation to receipt of products

3. Members are responsible for confirming that they have received the correct products in the right quantity, and that none of the products are damaged or have been opened at the time of product delivery. Any problems should be noted on the delivery note. The Company shall not be held accountable for any problems not recorded on the delivery note.
4. The Company shall only issue replacement products if notified of a problem within seven (7) days of product delivery.
5. In the event that a product is out of stock during a particular assessment period, a member may still purchase the product for that assessment period. Upon payment being processed they will

be issued with an out-of-stock notification by the Company, and the product will be delivered when new stock arrives.

F. Change of Course

1. Members are free to change the course they wish to have delivered on a regular basis, but they should fully understand the effect it will have on bonuses and benefits before doing so.
2. Members cannot change course during the first 2 months after registering as a member. Course change applications submitted within the first 2 months shall be effective from the third month after registration.
3. Course change applications submitted by the 10th day of the month will be effective from the following month. If the 10th is a public holiday, the application must be submitted by the previous business day.

G. Change of Personal Details

1. Members wishing to change their AutoShip address should notify the Company at the earliest possible opportunity. Products will be shipped to the new address from the date the formal change request is received.
2. Members wishing to change the account from which AutoShip payments are debited can submit a request at any time. Payments will be debited from the newly nominated account from the date the formal change request is received.
3. Change of name requests, by either an individual or a company, must be accompanied by a Letter of Consent and also require the approval of the Company.
 - (1) The entity changing the name is required to pay a handling charge.
 - (2) Upon the approval by the Company, the change of name will be completed. The member's enroller and direct upline will remain the same.
 - (3) As a general rule, a registered individual's name can only be changed to that of a spouse or relative within the third degree of kinship. In the case of corporate members, the name may only be changed to that of a person registered under the relevant company name.
 - (4) For members wishing to change the family name only, please contact Fordays' Hong Kong office directly.
 - (5) For changes to a corporate member (and register a business name), it is necessary to submit the company's Certificate of Incorporation and Business Registration Certificate (both issued

no longer than three (3) months prior to the application date). Change Request Forms not accompanied by these documents will not be accepted.

- (6) Members who are no longer physically or mentally capable of performing business activities and supporting downline group members may apply to have their membership transferred to a relative within the third degree of kinship. This transferee must be at least 18 years of age and meet the membership eligibility criteria. If younger than 18 years of age, the transferee is required to be represented by a legal guardian.
 - (7) If a member wishes to transfer a membership registered under a personal name to a company name, they are required to submit a copy of the company's Certificate of Incorporation, issued no longer than three (3) months prior to the application date. The name of the company director must be the same as the personally registered member and be supported by copy of the identity card of the company director.
 - (8) Members are not permitted to transfer any of the rights afforded to them by the Company without the consent of the Company.
4. Members wishing to temporarily suspend AutoShip (not receive shipments for one or more months) must submit a request form by the 10th day of the month prior to the month(s) they want this service suspended. AutoShip can be suspended for up to two (2) consecutive months.
- (1) AutoShip will automatically recommence from the month after the requested shipment suspension period ends.
 - (2) Members who temporarily suspend AutoShip orders for three (3) consecutive months will be reclassified as Keep Shop members. This means that they are permanently removed from their position, will no longer receive compensation from the activities of downline group members, and can no longer purchase products at member price.

H. Re-classification and Re-registration

1. Subject to Article 9 of the Membership Terms and Conditions, members can cancel their membership. Members who cancel their membership shall not be eligible to re-register as a member for six (6) months from the Termination Date.
2. Members who do not purchase product on a continuous basis for three (3) consecutive months (both AutoShip and Non-AutoShip member) will be reclassified as a Keep-shop member. Keep-shop members lose the right to purchase products at member price.

Keep-shop members can choose to have their membership reactivated by submitting a Course Change Application Form indicating their desired course. Reactivated members will be repositioned on the first line of their enroller and will have no downline group members. If a

Keep-shop member makes no purchase, from the date of being reclassified as a Keep-shop member, for a continuous period of six (6) months, his/her membership will be terminated.

3. If a member cancels their membership, is reclassified as a Keep-shop member or has their membership terminated due to inactivity, this member will be removed from their position in the downline group and any members downline of this person will be “rolled up”. This means, all members of the member’s downline group person will be moved up one line. Please refer to Article 6.5 of the Compensation Plan for more details.
4. Subject to Articles 1 and 2 above, members who cancelled their membership or had their membership terminated due to inactivity can re-register as a member. Upon re-registration, the member will not be restored to their previous position, they will be treated as a new member and will be required to indicate their enroller and requested upline member on the Membership Application Form.

I. Membership Cancellation & Return/ Replacements of Purchased Goods

Membership cancellation

1. Membership cancellation procedure and product return policy
 - 1.1 Members may apply to cancel their membership at any time by submitting a Membership Cancellation Request Form to Fordays Hong Kong office. Cancellation of membership will be approved once Fordays is satisfied that the member has fulfilled all his/her outstanding obligations owed to Fordays, upon which a cancellation notification will be issued to the Member by Fordays. The date on which the cancellation notification is issued is the Termination Date (please refer to Article 9 of the Membership Terms and Conditions for more details).

The Company reserves its right to approve the cancellation of any membership and such member’s original organization and relevant rights will not be restored.

1.1.1 Any bonuses paid to a member in relation to a returned product shall be paid back to the Company.

1.1.2 Gifts or samples shall not be accepted for refund or replacement.

- 1.2 Members who wish to return any product he/she purchased **within thirty (30) days of the Registration Date (the “Cooling-off Period”)** shall receive **an unconditional 100% refund of the product purchase price** and shall not be liable for any costs incurred when returning the product.

Upon receipt of the product returned to Fordays, provided that all required documentation is submitted to the satisfaction of the Company, the Company shall

process the request and refund to the member the full product purchase price, along with any shipping costs incurred by the member. The refund will only be processed and issued after receipt of the product by Fordays.

- 1.3 **After expiration of the Cooling-off Period**, members may still return product **within six (6) months after the product is received** by the member, and may receive **partial refund of the purchase price** depending on the condition of the product as it is returned (see Article 2.3.1 below). Shipping costs incurred for return of product pursuant to this Article 1.3 shall be borne by the member.
- 1.4 **No return will be accepted and no refund will be issued for a product after six (6) months** from date on which the product is received by the member.

Returning products and refund

2. Matters for attention when returning purchased products for refund after membership cancellation.

2.1 *Required documentation*

- (1) The original receipt (or a photocopy) or the original delivery receipt (or a photocopy)
- (2) Membership Cancellation Request Form

2.2 *Cancellation/Refund process*

- 1) Prepare the documentation stipulated above (items 1 to 2). Check to ensure all documents are complete with the required information.
- 2) Deliver the above documents to the Company in person or send by postal mail.
- 3) The Company's Customer Service Department will review the documentation and make refunds in accordance with applicable provisions.

2.3 *Calculation of refund for products returned after the Cooling-off Period*

- 2.3.1 Method for calculating the amount refundable in the event of purchased products being returned by members after the expiration of the Cooling-off Period is as follows:

- (1) Within 45 days of products being received: 90% of the original purchase price shall be refunded.
- (2) Within 46-90 days of products being received: 70% of the original purchase price shall be refunded.
- (3) Within 91 days -6 months of products being received: 50% of the original purchase price shall be refunded.

- (4) Over 6 months after products were received, or if products have been opened/unwrapped: none (0%) of the original purchase price shall be refunded.

Note: The return of defective goods is not governed by the above standards.

- 2.3.2 The return of products purchased from overseas is not governed by the above standards.
- 2.3.3 No refund will be paid for any products that have been unwrapped or any products deemed to have been damaged by the member.
- 2.3.4 All refunds will be made on the last day of the month in which the refund was approved by the Company.

3. Replacement of damaged or defective products

- 3.1 Members should pay attention to the expiry date of purchased products. The Company will not accept replacement requests for products that are within three months of their expiry date.
- 3.2 If any product or its packaging purchased from the Company is damaged or defective due to manufacturing or shipping, the member may request a replacement within seven (7) days of the product being delivered. The member is not allowed to request a replacement of any defective product if it has been over seven (7) days after the product was delivered unless such defect could not reasonably have been discovered by a visible inspection of the product.
- 3.3 When requesting a replacement, members need to submit the purchase documents, such as the original receipt (or a photocopy) or the original delivery receipt (or a photocopy).

J. Misconduct

1. When enrolling a new member, Members are prohibited from the following conduct:
 - (1) Intentionally providing false or misleading information, or intentionally withholding important information relating to the items specified below, in order to enroll a new member or prevent an existing member from cancelling their contract.
 - Type, quality and content of the product
 - Product lineup, quality, or ingredients
 - Price of the product
 - Payment due date, available payment methods
 - Product shipping and delivery

- Membership application process or membership cancellation process (sales contract fails to provide the membership application or product brochures or intentionally providing false or misleading information with respect to the termination)
 - Requirements for maintaining active membership (i.e. regular purchasing requirements and compensation plan and bonus details)
 - A member's other rights and obligations
 - Reason why members are required to enter into a sales contract
 - Other important factors that may influence a prospective member's decision to enter into a sales contract (such as the product's effectiveness/quality, the product's trademarks or company's trade name, sales figures, product purchase requirements the purchasing volume and minimum purchasing volume of the product.)
- (2) Not providing a prospective member with a copy of the Member's Guide, Membership Terms and Conditions, Compensation Plan and relevant product guidebook, or failing to fully explain the content of these documents.
 - (3) Attempting to force a new member to open and/or use a product at the time of enrollment.
 - (4) Using intimidation or threats to enroll new members or to prevent existing members from cancelling their membership.
 - (5) Attempting to enroll a person incapable of exercising sound judgment (for example, an elderly person, a person with reduced mental capacity, etc.), or attempting to enroll a person without taking their prior knowledge/ experience or financial situation into consideration.
 - (6) Making bold assertions that may appeal to a prospective members' desire to get rich quick, such as, "You will definitely make money if you enroll" or " you can make a fortune", in order to convince a prospective member to enroll.
 - (7) Knowingly recommending persons who do not meet the membership eligibility requirements
 - (8) Attempting to force a new member to open and/or use a product at the time of enrollment. Members shall not, in entering into a contract, cause the products to be opened and consumed.
 - (9) Providing misleading or false information regarding members' rights and obligations, or failing to inform the customer of the relevant rights and obligations of the members or providing false information in relation thereto.
 - (10) Inviting a person to attend a Fordays event, such as a seminar or meeting, without disclosing the purpose of the event in advance.
 - (11) Inviting a person to a non-public place with the intention of discussing becoming a Fordays member.
 - (12) Requiring a member to purchase excessive amounts of Fordays products or register additional IDs.

- (13) Requiring a member to use marketing or promotional materials that are not published by the Company.
2. Members are further prohibited from:
 - (1) Stating false or misrepresented facts in relation to the price, quality, ranking, function and inventory information for the sole purpose of promoting products.
 - (2) Declaring themselves to be an employee, joint venture partner or agent of Fordays or any of its affiliate companies.
 - (3) Recording, collecting, storing or disclosing any member's personal data otherwise than in accordance with the Company's Personal Data Policy and applicable law.
 - (4) Attempting to prevent a new member from cancelling their membership during the cooling-off period, or attempt to prevent a newly enrolled member from exercising their cooling-off rights.
 - (5) Reselling products purchased from Fordays via any other channel (internet auction sites, etc.).
3. A member must not register under a false name or under another person's name, whether or not such person has consented to the use of his/her name.
4. Members must not represent or warrant, explicitly or implicitly, that it is possible to generate earnings in excess of the amounts shown in the Company Compensation Plan.
5. Members must not claim to have exclusive rights to sell products in a particular territory, monopolize, or claim ownership of the patent rights, or attempt to attract new members by making false, misleading or deceptive claims.
6. Members must not engage in any of the following illegal acts, and if verified as true, their purchase rights shall be immediately terminated and product returns shall be processed in accordance with the return of goods procedure applicable to member withdrawal:
 - (1) Promoting the sale of products or services and introducing others to participate in any unlawful sale by fraud or misleading conduct;
 - (2) Raising funds in the name of others under the guise of product sales;
 - (3) Affecting consumer rights and interests by improperly paying a direct visit to consumers for the purpose of selling goods;
 - (4) Engaging in pyramid selling activities in violation of the PSPO, criminal law or other applicable laws and regulations.
7. To promote both the products and opportunity Fordays offers, members must use the sales tools and support materials produced by Fordays. Members must not produce their own literature, advertisements, sales tools, promotional materials, or Internet web pages unless authorized by Fordays.
8. Members must not use the name of the Company, expressly or impliedly, to solicit others to register as a member of, or purchase products from another organization. Any incidents stemming from such solicitation are entirely the responsibility of those members and the Company will bear no legal liability.
9. There shall be fair competition amongst members, and existing members must not attempt to attract members of other groups to join their downline group.

K. Handling of personal information

1. Fordays will only use members' personal information for performing the tasks listed below:
 - (1) Processing membership applications,
 - (2) Processing payment for purchases made by members,
 - (3) Transferring bonus payments to members' accounts,
 - (4) Providing relevant information to upline members. For example:
 - Product purchase history,
 - Information that helps upline members to provide sales advice/support.
(Only provided in cases where Head Office deems necessary).
 - (5) Shipping products,
 - (6) Providing members with information about Fordays activities (e.g., sales promotions) and services.,

Personal information will not be used for any other purpose without the prior approval of the member concerned. Fordays has staff exclusively responsible for handling personal information and ensuring its security. All personal information is managed in line with the strictest protocols.

2. Fordays shall take reasonably practical steps to ensure each Member's personal information is accurate and shall not keep personal information longer than is necessary to fulfill the purpose for which it is used.
3. A member may request access to his/her personal information collected by Fordays and will be allowed to make corrections if it is inaccurate.

Notification of remuneration

In accordance with the Compensation Plan outlined in Section 2 of this document, Fordays will make bonus payments to active members based on their business performance. Hong Kong's income tax laws require that Fordays file a record of payments to members with the Inland Revenue Department ("IRD") for payments over a specified amount.

For this reason, at the time of registration an applicant is required to provide his/her government-issued ID number, along with other personal information required for the purpose of filing notification of remuneration.

Personal information gathered specifically for the purpose of filing notification of remuneration shall only be used for this purpose and shall not be stored longer than is necessary to fulfill this purpose.

Section 2: Compensation Plan

1. Overview

The business activities of For days Japan International Co., Ltd. (“**Fordays**”) focus on expanding sales of our diverse range of nucleic acid-based products. Nucleic acids are essential to the maintenance of good health.

By registering as a Fordays member and selecting one of the available courses, not only will you gain access to our outstanding range of products, you will also become eligible to receive bonuses and rewards through this Compensation Plan if you choose to actively promote Fordays products to others.

This Compensation Plan is our way of rewarding existing members who actively promote the Fordays brand and its products to others. It consists of two kinds of bonuses: one-off bonuses for enrolling or supporting the enrollment of new members who buy Fordays products; and ongoing bonuses based on the value of repeat and additional purchases made by you and your downline group members.

Becoming a Fordays member enables you to enjoy the day-to-day joy and fulfilment that comes from attaining good health, while at the same time improving your financial security and standard of living.

Before applying to become a Fordays member, please ensure that you have read and fully understood the Member’s Guide, this Compensation Plan and the Membership Terms and Conditions prior to completing and signing the Fordays Membership Application Form (together shall constitute the agreement between the Company and each member, the “Membership Agreement”) Please understand that it may be necessary for Fordays to update this Compensation Plan in response to changes in the business, financial, legal or social environment and that the prerequisites for certain bonuses and positions or titles stipulated herein may be changed at the discretion of Fordays without prior consultation or notice.

In the following sections, we will provide details for each of the bonuses and benefits available.

2. Becoming a member

2.1 Requirements

To participate in this Compensation Plan, you must be an “active” member. An active member is a member who purchases their selected course during a given one (1)-month assessment period (see section 3.1.1 below for details). By taking advantage of our AutoShip option, your selected products will be shipped to your nominated address every month, alleviating the hassle of placing monthly orders (see section 6.1 below for details).

The terms “member” and “active member” will be used interchangeably in this Compensation Plan.

The terms “assessment period” and “month” will also be used interchangeably.

3. Qualifications available to members

Fordays offers various incentives, such as bonuses, to encourage members who actively promote the Fordays brand and products and help other members expand their downline groups.

To be eligible to receive these incentives, members are required to attain certain qualifications. There are three main types of qualifications that members can attain: Positions, Trainer Certifications, and Titles.

- **Positions** (including active member, leader and director) are a type of reward for members who develop and expand their group.
- **Trainer Certifications** are a type of reward for members who actively share their knowledge and skills, and provide support to other members during the new member enrollment process.
- **Titles** are a type of reward for members who assist downline members in developing their groups.

A Position, Trainer Certification, and Title can be held concurrently, and in fact, in some cases attaining one is a prerequisite for attaining another. For example, one must hold the position of Leader in order to attain a Trainer Certification. The various types of Positions, Trainer Certifications, and Titles are explained in more detail below.

3.1 Positions

3.1.1 Active member

To be considered an active member in a given one (1)-month assessment period, a member needs to purchase their selected Course during that assessment period.

Members who wish to have bonus payments remitted directly to their bank account need to submit the details of a bank account held in their own name. (A jointly-held account is also acceptable.)

Active members are eligible to receive the following:

- **Start Bonus** calculated based on the number of new members a member personally enrolls during each assessment period.
- **Line Bonus** calculated based on the Repeat PV generated by each line of a member's downline group, and any Additional PV generated by the member or their downline group during each assessment period.

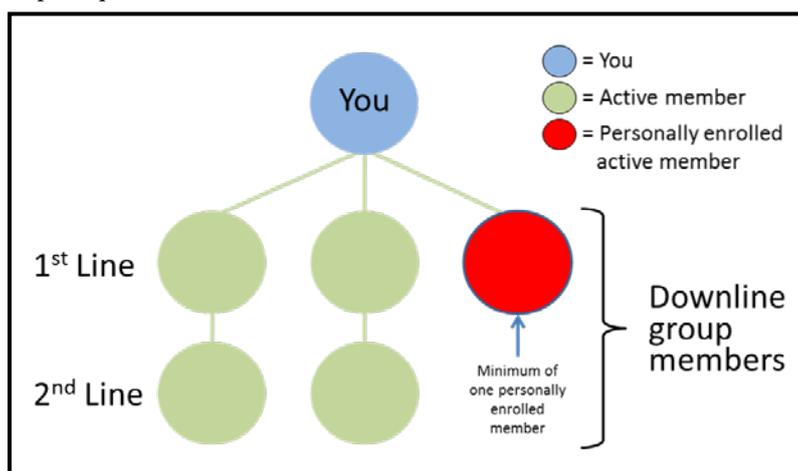
3.1.2 Leader

To attain the position of Leader, a member must meet the following prerequisites (see Figure 3-1 for details):

- 1) be an active member;
- 2) have a minimum of three (3) active members on 1st line of downline group, two (2) of whom must have at least one (1) active member on their 1st line; and
- 3) have personally enrolled at least one (1) of active member in their downline group, where such active member can be an additional ID and located anywhere.

Figure 3-1 below illustrates the above prerequisites:

Figure 3-1: Leader prerequisites



To maintain the position of Leader in future assessment periods a member must continue to meet the prerequisites specified above.

Promotion to the position of Leader is effective as of the first day of the assessment period in which the prerequisites are met. This means that a member does not need to wait until the following assessment period to be rewarded for achieving this position.

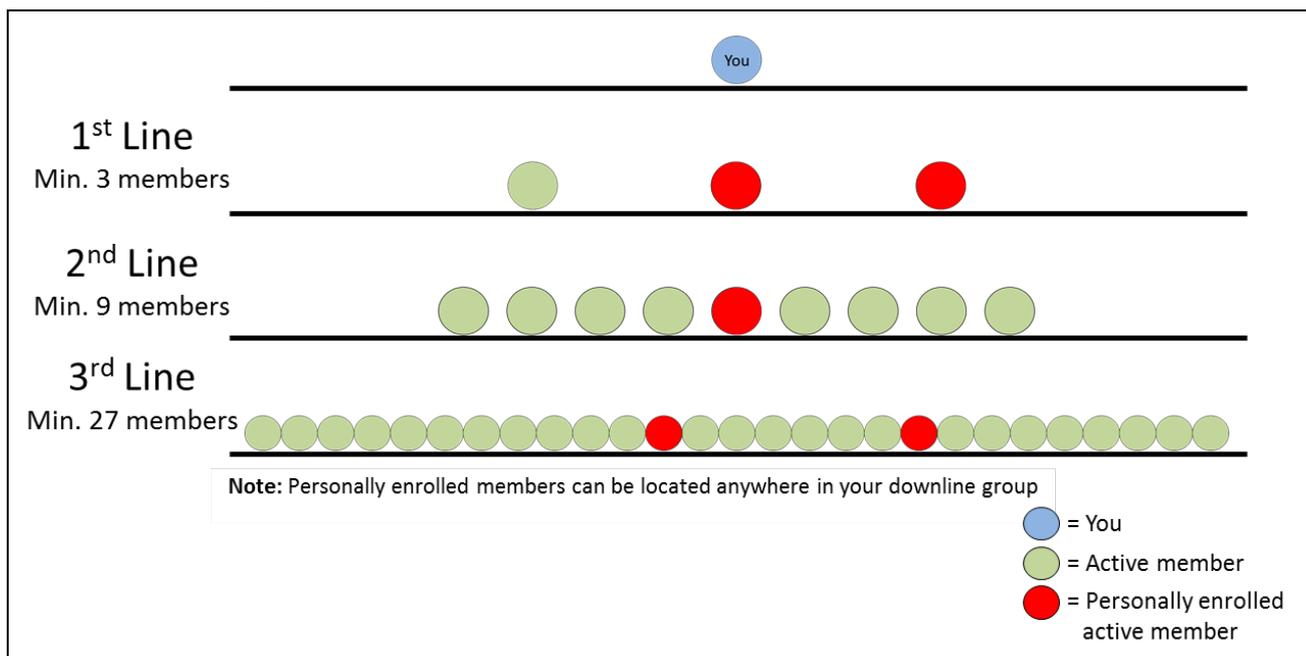
In addition to the Start and Line Bonuses available to all active members, active members who hold the position of Leader are eligible to receive a higher percentage Line Bonus for certain lines of their downline group (see Figure 5-3 and 5-4 for details).

3.1.3 Director

To attain the position of Director, an active member must meet the following prerequisites:

- 1) hold the position of Leader;
- 2) be enrolled in either B Course or G Course;
- 3) have a minimum of five (5) personally enrolled members active during the relevant assessment period, where all A, B, F, and G Course members are counted as one (1) member; and
- 4) achieve a group structure which satisfies the conditions in the Director Group Structure Diagram (see Figure 3-2 below).

Figure 3-2: Director Group Structure



As in the case of attaining the position of Leader, promotion to the position of Director is effective as of the first day of the assessment period in which the prerequisites are met.

After attaining the position of Director, a member will continue to be paid as a Director as long as they meet the following requirements:

- 1) hold the position of Leader;
- 2) have a minimum of five (5) personally enrolled members active during the relevant assessment period; and
- 3) generate 250,000 PV (see section 4.2 for definition of PV) or more from purchases made by members on the 1st to 3rd lines (including Additional PV generated by the member or their downline members) **or** maintain the group structure outline in the Director Group Structure Diagram (see Figure 3-2 above) .

In addition to the Start Bonus and Line Bonus, after attaining the position of Director, a member is eligible to receive a Director Bonus consisting of the following bonuses:

- A higher percentage Line Bonus for certain lines of their downline group. (see Figure 5-3 and 5-4 for details).
- A bonus of 5% of the Repeat PV and Additional PV generated by members on the 5th line of all personally enrolled members.

Note: In order to gain maximum benefit from the Director Bonus, a member needs to have personally enrolled members who have downline groups with members on the 5th line.

- A bonus of 7% of the GPV (see section 5.1.5 for definition of GPV) of their own unique group (see section 5.1.5 for further details on Title Bonus).

Note: This bonus is equivalent to a Title Bonus. Therefore, members receiving a Title Bonus are not eligible to receive this bonus.

- Same Title Compensation (see section 5 on Title Bonus for further details).

3.2 Trainer Certifications

There are two (2) trainer certification levels available: Pre-trainer (PT) and Start Trainer (ST). To be certified as a PT, a member must meet the following prerequisites:

- 1) hold the position of Leader or higher (see section 3 for further details);
- 2) have at least three (3) downline group members who are personally enrolled members, where Additional IDs are not considered personally enrolled members;
- 3) attend a minimum of three (3) Open Seminars organized by Fordays, such as a Start Seminar (SS), Skin Care Seminar (CS), or Fordays Style Seminar (FS);

Note: Attending a seminar organized by a Triple Star Director also counts toward Open Seminar attendance.

- 4) a certified Trainer Assessor must complete and submit the required certification application form on the applicant's behalf, and the applicant must purchase the applicable trainer kit for PT and ST respectively. The trainer kit will be delivered after trainer certification is approved.

To be certified as a PT, in addition to prerequisites 1) to 4) above, a member must meet the following prerequisites:

- 1) attend a PT certification meeting with a certified Trainer Assessor

To be certified as a ST, in addition to prerequisites 1) to 4) above, a member must meet the following prerequisites:

- 1) have at least one (1) member on the 1st line who has attained the position of Leader; and
- 2) attend at least one (1) Business Seminar (Business Seminar (BS), Business Training (BT))

Note: Attending a seminar organized by a Triple Star Director also counts toward Business Seminar attendance.

- 3) attend a ST certification meeting with a certified Trainer Assessor

After attaining the position of Pre-trainer (PT) or Start Trainer (ST), a member will continue to be paid as a PT or ST as long as they hold the position of Leader.

3.2.1 Additional benefits available to certified trainers

Certified trainers are entitled to purchase the promotion sets outlined below.

Figure 3-3: Promotion sets

Course in which trainer is enrolled	A Course	B Course	F Course	G Course
Natural DN Collagen promotion set (2 x 720ml bottles)	1 set/ month	1 set/ month		
Cosmetic products promotion set			HK\$3,000.00 worth of products per year	

Notes:

1) A and B Courses:

- A and B Course members are entitled to purchase a maximum of one (1) Natural DN Collagen promotion set per month, and such purchase is only available to members who have been active for a minimum of three (3) consecutive months prior to the month they wish to purchase the promotion set.
- A and B Course members must have held trainer certification in the month prior to ordering the promotion set.
- F and G Course members are not entitled to purchase this set.

2) F and G Courses:

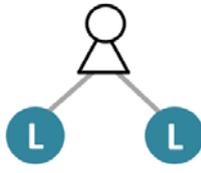
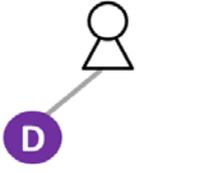
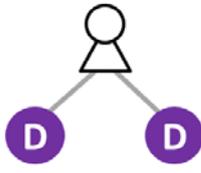
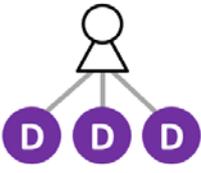
- F and G Course members are entitled to purchase the cosmetic products promotion set and can purchase up to HK\$3,000.00 worth of cosmetic products per year. Such purchase is only available to members who have been active for a minimum of three (3) consecutive months prior to the month they wish to purchase the promotion set.
- F and G Course members must have held trainer certification in the month prior to ordering the promotion set.
- A and B Course members are not entitled to purchase this set.

3) The word “year” above refers to a period from March 16 of a given year until March 15 of the following year.

3.3 Titles

Eligibility for the various titles is determined based on the structure of a member’s downline group (see Figure 3-4 below for details).

Figure 3-4: Title prerequisites

	Line Leader (LL)	Star Director (SD)	Twin Star Director (TD)	Triple Star Director (TRD)
Own position	Leader	Director	Director	Director
Status of 1 st line members	 At least two Leaders in 1 st line	 At least one Director in 1 st line	 At least two Directors in 1 st line	 At least three Directors in 1 st line
No. of personally enrolled members	5 members	10 members	15 members	20 members
Total group active members	30 members	150 members	800 members	2,000 members
Total group PV (GPV)	150,000 PV	750,000 PV	4,000,000 PV	10,000,000 PV
Bonus amount	7% of unique group’s GPV	18% of unique group’s GPV	25% of unique group’s GPV	29% of unique group’s GPV

Important points regarding Title Bonus attainment:

- Only active members are counted when considering title eligibility.
- A member must be enrolled in either B Course or G Course to be eligible to receive a Title Bonus;
- As shown in the Line Bonus charts (see section 5-3 and 5-4), members who achieve the title of Star Director or higher will receive an additional bonus equivalent to 2% of Repeat PV for their 11th and 12th lines (10th and 11th lines for Additional PV).
- Title Bonuses paid to downline group members are deducted from the title bonuses of upline title holders.

As in the case of Positions, promotion to any of the four available Titles is effective as of the first day of the assessment period in which the prerequisites are met.

A member will continue to qualify for a Title Bonus, provided that they continue to meet the respective prerequisites.

In addition to any Start, Line, Trainer, and Director Bonuses a member may be eligible for, holders of the various titles are also eligible to receive the bonuses listed below.

3.3.1 Line Leader

- A bonus of 7% of the GPV of their own unique group.
- Same Title Compensation.

3.3.2 Star Director

- A bonus of 18% of the GPV of their own unique group.
- A higher percentage Line Bonus for certain lines of their downline group. (see Figure 5-3 and 5-4 for details).
- Same Title Compensation.

3.3.3 Twin Star Director

- A bonus of 25% of the GPV of their own unique group.
- A higher percentage Line Bonus for certain lines of their downline group. (see Figure 5-3 and 5-4 for details).
- Same Title Compensation.

3.3.4 Triple Star Director

- A bonus of 29% of the GPV of its own unique group.
- A higher percentage Line Bonus for certain lines of their downline group. (see Figure 5-3 and 5-4 for details).
- Same Title Compensation.

4. Enrollment in a Course

4.1 Courses offered

At the time of initial enrollment, all members are required to select a Course (a product or set of products) that they intend to purchase on a regular basis. They can then either choose the AutoShip option and have the selected product(s) automatically shipped every month, or order their selected course at their own discretion.

Note: Members wishing to change their selected Course may do so at any time by submitting a Change Request Form. Change requests submitted by the 10th day of the month, will be effective from the following month. (E.g., if a member submits a request to change from A Course to B Course by the 10th of May, B Course products will be shipped in June.) (Please refer to Section F, Article 3 of the Member's Guide for more details.)

The following Courses are offered by Fordays:

A Course (HK\$900.00): Monthly purchase of **one** 720ml bottle of Natural DN Collagen.

B Course (HK\$1,800.00): Monthly purchase of **two** 720ml bottles of Natural DN Collagen.

F Course (HK\$1,000.00): Monthly purchase of **HK\$1,000.00 worth** of products from the available lineup.

G Course (HK\$2,000.00): Monthly purchase of **HK\$2,000.00 worth** of products from the available lineup.

Note: For F and G Course members, please refer to the membership application materials for details of the products available.

For an initial order, a new member is required to purchase two (2) months' worth of their chosen Course (products), which will then qualify them as an active member for a two (2)-month period. Thereafter, a member is required to make repeat purchases of their chosen Course each month in order to retain active status.

4.2 Generating Point value (PV) and Bonus value (BV)

4.2.1 Generating PV

In general, whenever a member purchases products from Fordays, whether a regular monthly Course or an additional purchase, a certain value of PV is generated. However, not all products generate PV. Products for which no PV is generated include samples, booklets and gifts.

There are three types of PV:

- **Initial PV:** Generated by a new member at the time of initial enrollment (one time only). The Initial PV generated will vary depending on the Course the member chooses to enroll in.
- **Repeat PV:** Generated every time a member makes a repeat purchase.
- **Additional PV:** Generated every time a member makes an additional purchase.

Figure 3-5 below illustrates the PV generated by repeat purchases. For PV generated by additional purchases, please refer to the membership application materials.

Figure 3-5: Amount of PV

Courses	PV generated by each monthly purchase
A Course	5,000 PV
B Course	10,000 PV
F Course	5,000 PV
G Course	10,000 PV

PV is used to calculate the Line, Director, and Title Bonuses payable to all active members at the end of each assessment period. The method for calculating these bonuses is described in the following sections.

4.2.2 **Generating BV**

The PV generated by a member and their downline group each month are used to calculate various ongoing bonuses (see section 5 below for details on Line Bonus, Director Bonus and Title Bonus). Depending on the type of bonus, the applicable PV will be multiplied by a pre-determined percentage to determine the BV (Bonus Value).

For example, if a member and their downline group generate 20,000 PV in a given month and the member is eligible to earn 15% on this PV, the BV would be $20,000 \times 0.15 = 3,000$ BV. This BV is then multiplied by the exchange rate of 1BV = HK\$0.07 to determine the amount payable to the member in Hong Kong dollars.

Note: The exchange rate used to calculate bonuses will be adjusted in every 3 months.

5. Bonuses

5.1 Types of bonuses

As mentioned above, Fordays offers active members various types of bonuses for actively promoting the Fordays brand and products to others.

There are five main types of bonuses available to members:

- 1) Start Bonus
- 2) Line Bonus
- 3) Trainer Bonus
- 4) Director Bonus
- 5) Title Bonus

All active members, in other words all A, B, F, and G Course members who make monthly purchases, are eligible to receive bonus payments. However, while all active members are eligible to receive the Start Bonus, Line Bonus, and Trainer Bonus, only B and G Course members are eligible to receive the Director Bonus and Title Bonus.

5.1.1 **Start Bonus (available to all active members)**

A Start Bonus is a one-off payment designed to reward members for introducing new members to Fordays products. It is calculated based on the Initial PV generated by each personally enrolled member. Therefore, the amount received will vary depending on the number of new members one enrolls in a given month and the Course the new members choose to enroll in. (See Figure 5-1 below for payment details).

Figure 5-1: Amount of Start Bonus

Enrolled Course	A or F Course	B or G Course
Bonus (per member enrolled)	HK\$235.00	HK\$600.00

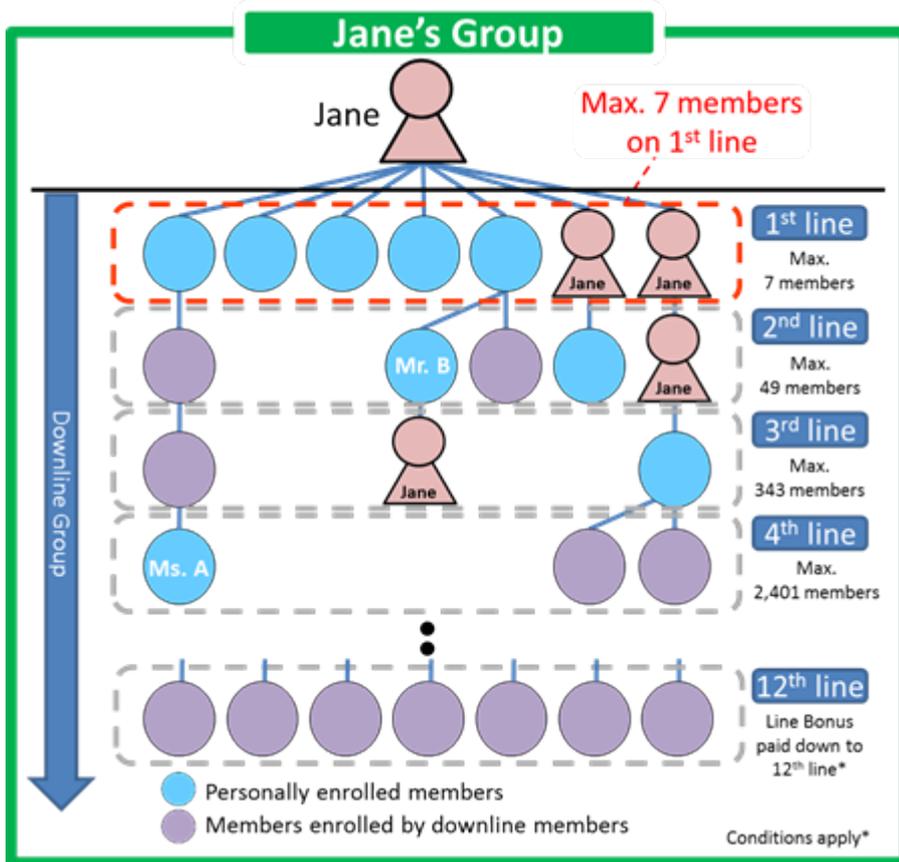
Note: A new member must order 2 months' worth of products at the time of enrollment. The Enroller will receive the Start Bonus based on the initial PV (generated in the 1st month) and a Line Bonus for the Repeat PV (generated in the 2nd month). Both of these bonuses will be paid together in the first month after the enrollment of the new member.

5.1.2 Line Bonus (available to all active members)

Active members receive a Line Bonus as a reward for building a group of downline members. This bonus is calculated based on the Repeat PV and Additional PV generated by each “line” of a member’s downline group, as well as additional PV generated by members themselves.

A line refers to a layer of a member’s downline group. Fordays uses a 7 x 12 matrix, meaning that each member may position up to 7 members on their 1st line, and that members placed anywhere within this matrix down to the 12th line may be considered when calculating the Line Bonus (see Figure 5-2 below for details).

Figure 5-2: Active member’s group structure



Notes:

1. A member may only position a maximum of 7 members on their 1st line.
2. A member can locate a personally enrolled member anywhere within their downline group. In the example above, while in most cases personally enrolled members have been placed directly under the Enroller (Jane), Ms. A and Mr. B have been placed under other downline members.
3. A member can register up to five (5) additional IDs (for a total of six (6) IDs). However, they must make monthly purchases for each individual ID for that ID to be considered active. In the example above, Jane has four additional IDs. For more information about additional IDs, see section 6.1 below.

Figure 5-3 below illustrates the percentage by which the repeat PV on certain lines is multiplied when calculating the Line Bonus a member receives for repeat purchases made by downline members.

Figure 5-3. Line Bonus for repeat purchases by downline members

Position	Title	Course	% by which repeat PV for each line are multiplied to determine BV											
			1 st line	2 nd line	3 rd line	4 th line	5 th line	6 th line	7 th line	8 th line	9 th line	10 th line	11 th line	12 th line
Active	None	A/F Course	15%	5%	5%	5%	5%	-	-	-	-	-	-	-
Leader	None	A/F Course	15%	10%	10%	10%	5%							
Active	None	B/G Course	15%	5%	5%	5%	5%	5%	5%	5%	-	-	-	-
Leader	None	B/G Course	15%	10%	10%	10%	5%	5%	5%	5%				
Leader	Line Leader	B/G Course	15%	10%	10%	10%	5%	5%	5%	5%	-	-	-	-
Director	None	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%		
Director	Line Leader	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	-	-
Director	Star Director	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	2%	2%
Director	Twin Star Director	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	2%	2%
Director	Triple Star Director	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	2%	2%

As illustrated in Figure 5-3, an active member can earn bonuses on the PV generated by downline members' repeat purchases as far down as their 8th line, depending on the Course they are enrolled in. Furthermore, based on the position or title a member holds, it is possible for them to increase both the percentage by which repeat PV on certain lines are multiplied, as well as the line they are paid down to.

Other key takeaways from the above figure:

- Members who attain the position of “Leader” will receive a bonus equivalent to 10% of Repeat PV generated by their 2nd to 4th lines.
- Members who attain the position of “Director” will receive a bonus equivalent to 10% of Repeat PV generated by their 5th line and a bonus equivalent to 2% of Repeat PV generated by their 9th and 10th lines.
- Members who achieve the title of Star Director or higher will receive an additional bonus equivalent to 2% of Repeat PV generated by their 11th and 12th lines.
- As a Line Bonus is generated based on Repeat PV, it is applicable from the 2nd month onward.

Figure 5-4 below illustrates the percentage by which the additional PV for each line is multiplied when calculating the Line Bonus that a member receives for their own and downline members' additional purchases.

Figure 5-4. Line bonus for additional purchases made by a member or their downline members

Position	Title	Course	% by which additional PV for each line are multiplied to determine BV												
			Self	1 st line	2 nd line	3 rd line	4 th line	5 th line	6 th line	7 th line	8 th line	9 th line	10 th line	11 th line	
Active	None	A/F Course	15%	5%	5%	5%	5%	-	-	-	-	-	-	-	
Leader	None	A/F Course	15%	10%	10%	10%	5%								
Active	None	B/G Course	15%	5%	5%	5%	5%	5%	5%	5%	-	-	-	-	
Leader	None	B/G Course	15%	10%	10%	10%	5%	5%	5%	5%					
Leader	Line Leader	B/G Course	15%	10%	10%	10%	5%	5%	5%	5%	-	-	-	-	
Director	None	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%			
Director	Line Leader	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	-	-	
Director	Star Director	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	2%	2%	
Director	Twin Star Director	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	2%	2%	
Director	Triple Star Director	B/G Course	15%	10%	10%	10%	10%	5%	5%	5%	2%	2%	2%	2%	

Key takeaways from the above figure:

- If a member makes additional purchases (on top of their regular Course order) this will be treated the same as a repeat purchase by a member on their 1st line (i.e. bonus equivalent to 15% of PV will apply). All subsequent bonuses will shift up one position, meaning a member is eligible to receive a Line Bonus for additional purchases as far down as their 11th line.

5.1.3 Trainer Bonus (available to all active members)

A Trainer Bonus is received for providing guidance and support to other members during the new member enrollment process. This bonus is also awarded for supporting the enrollment activities of members outside of one's own downline group.

To be eligible to receive a Trainer Bonus, a member must ensure they maintain trainer status after attaining certification. There are two levels of trainer certification, PT and ST. The bonuses that apply for each level of certification are detailed in the table below.

Figure 5-5: Amount of Trainer Bonus

	New member enrolled in A or F Course	New member enrolled in B or G Course
PT	HK\$65.00	HK\$165.00
ST	HK\$130.00	HK\$330.00

Notes:

1. If a PT and ST are both listed as having supported the enrollment of a new member, the ST Bonus (HK\$130.00 or HK\$330.00) will be divided equally between both trainers.

2. A Trainer Bonus cannot be divided between two trainers of the same certification level (e.g., two Pre-Trainers). Please only record one trainer of each level (one PT and/or one ST) on the Membership Application Form.

5.1.4 Director Bonus (available to B and G Course members only)

The Director Bonus is a reward for members who support the growth of downline members' businesses. A member must be active and meet the prerequisites for attaining the position of Director to be eligible to receive a Director Bonus (see section 3.1.3 for details of Director prerequisites).

A member who qualifies for the Director Bonus will receive the following:

- A higher percentage Line Bonus for certain lines of their downline group. (See Figure 5-3 and 5-4 for details).
- A bonus equivalent to 5% of the Repeat and Additional PV generated by members on the 5th line of all personally enrolled members.

Note: In order to gain maximum benefit from the Director Bonus, a member needs to have personally enrolled members who have downline groups with members on the 5th line.

- A bonus of 7% calculated on the GPV of his/her own unique group (see section 5.1.5 for further details on Title Bonus).

Note: This bonus is equivalent to a Title Bonus. Therefore, members receiving a Title Bonus are not eligible to receive this bonus.

- Same Title Compensation (see section 5.1.5 below for further details).

5.1.5 Title Bonus (available to B and G Course members only)

A Title Bonus recognizes the effort a member puts into building their downline group. A member can attain one of four titles: Line Leader, Star Director, Twin Star Director, or Triple Star Director. The Title Bonus awarded for each title is outlined in Figure 5-6 below.

Figure 5-6: Amount of Title Bonus

	Line Leader (LL)	Star Director (SD)	Twin Star Director (TD)	Triple Star Director (TRD)
Bonus amount	7% of GPV of unique group	18% of GPV of unique group	25% of GPV of unique group	29% of GPV of unique group

As explained in Figure 5-6, when a member is active and meets the requirements to attain one of the four available titles, he/she can earn a Title Bonus of up to 29% on the GPV of their "unique group" (see Section 3.3 above for details of Title prerequisites).

Notes:

A member's GPV is the sum of the repeat and additional PV generated by purchases made by a member's downline group members, including additional IDs.

A member's unique group consists of all of one's downline members, except members who hold a title that is equal to or higher than their own and the downline groups of these titleholders. (For example, if a member holds the title of Line Leader, any downline group members who hold this title or a higher title, as well as any members downline of these titleholders are excluded from that member's unique group.)

In cases where a member's unique group contains members who hold a title that is lower than their own, the percentage used to calculate the bonus received from these members' unique groups becomes the *differential* between the two member's Title Bonus percentages.

Figure 5-7 below illustrates how the Title Bonus a member receives will vary if a downline group member holds a title that is lower than their own.

Figure 5-7. Title Bonus received from the unique groups of lower title holders in downline group.

Title	Standard Title Bonus %	Title Bonus % differential (depending on title held by downline group member)		
		Line Leader	Star Director	Twin Star Director
Line Leader	7%	-	-	-
Star Director	18%	11%	-	-
Twin Star Director	25%	18%	7%	-
Triple Star Director	29%	22%	11%	4%

5.1.6 Same Title Compensation

When a member holds the same title as a downline member, they may be entitled to Same Title Compensation. This compensation is paid upon the GPV of the same title holder's unique group.

A member can earn Same Title Compensation of up to 3% on the GPV of a same title holder's unique group. Same Title Compensation only applies to a maximum of three same title holders in each leg of one's downline group (see Figure 5-8 below for details)

Figure 5-8. Same Title Compensation Eligibility

Your Title	Compensation (% of same title holder's unique group GPV) (calculated separately for each individual leg)		
	1 st same title holder	2 nd same title holder	3 rd same title holder
Line Leader	3%	-	-
Star Director	2%	2%	-
Twin Star Director	2%	1%	-
Triple Star Director	2%	2%	1%

Note: Members who hold either the title of Line Leader or position of Director are eligible to receive same title compensation if a downline group member is a Line Leader or Director.

5.2 Payment of Bonuses

5.2.1 Calculation of bonuses

Fordays calculates each member's bonus payment based on their sales results over a one (1)-month assessment period, which runs from the 16th day of each month until the 15th day of the following month. For example, the February assessment period begins on the 16th of January, and ends at the close of business on the 15th of February.

Note: If the 15th is a public holiday, the assessment period ends at the close of business on the previous business day.

Bonus payments will not be paid to members until the total amount owed exceeds HK\$10.00, with any unpaid earnings below the HK\$10.00 threshold being rolled over to the next assessment period.

Any member who held the position of Director at the time of their previous monthly order can choose to have

payment for additional purchases made in the current month deducted from their current month's bonus payment (up to the amount of 50% of the previous month's bonus payment).

5.2.2 Method of payment

Bonus payments for a given assessment period will be remitted to a member's nominated bank account by the end of the same calendar month. Members should be aware that bonus payments can only be remitted to a bank account held in their own name. (A jointly-held account is also acceptable.)

6. Other important information

6.1 Additional IDs

Would you like to order more products each month?

The additional ID system entitles a member to register up to six (6) IDs (including their master ID) under their own name, provided that the IDs are registered within their own group. Members are required to place monthly orders for each individual account, but may have the ordered products shipped to different addresses. If products are being sent to another member, they may only be sent to a downline or upline member in the leg in which the additional ID is registered.

Note: Please refrain from registering more additional IDs than necessary. Fordays reserves the right to decline an additional ID application.

6.2 Cash rebate for additional drink purchases

When a member purchases additional bottles of Natural DN Collagen (720 ml) on top of their regular Course order, they will receive a cash rebate. See figure below for details of cash rebate amounts.

Figure 6-1: Cash rebates

Products purchased (Single order)	Applicable cash rebate
One bottle of Natural DN Collagen (720 ml)	HK\$250.00 (1,900PV)
Two or more bottles of Natural DN Collagen (720 ml)	HK\$300.00 (1,900PV) per bottle

6.3 AutoShip guidelines

AutoShip members will be sent their chosen Course (products) every month, and payment will automatically be billed to their nominated credit card account. Members wishing to temporarily suspend AutoShip must submit a Change Request Form (available at Fordays' Hong Kong office) or contact Fordays directly by the 10th day of the month. For requests received on or before this date, AutoShip will be suspended for the following month and recommence the month after, unless another request is submitted. A member can suspend AutoShip for a maximum of two (2) consecutive months.

6.4 Reclassification

If a member does not place an order for three (3) consecutive months (both AutoShip and Non-AutoShip member), that member will be reclassified as a Keep Shop member and removed from their group (see section 6.5 "Other Effects of Reclassification or Membership Cancellation/Termination" below for further details). Keep Shop members are no longer eligible to purchase products at member price. Keep Shop Members who do not make a purchase for six (6) consecutive months will have their membership terminated and will have to re-enroll and pay the one-off membership fee in order to be eligible to purchase products at member price

again.

Keep Shop members who reactivate their membership within six (6) months of their last purchase will be repositioned on the 1st line of the member who enrolled them, and will have no downline group members.

6.5 Other Effects of Reclassification or Membership Cancellation/Termination

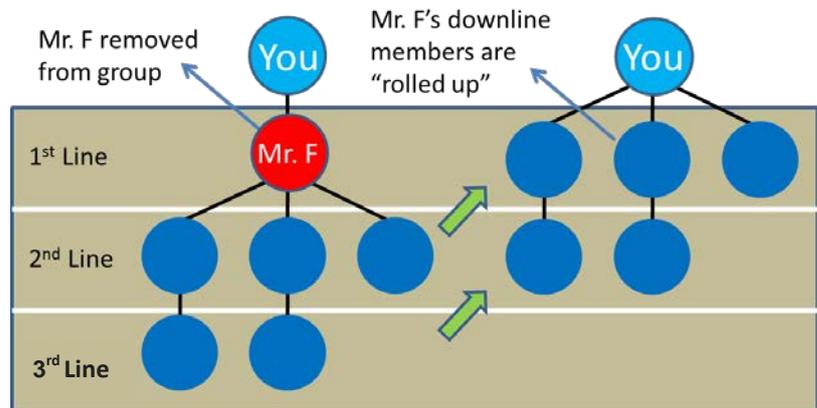
When a member's membership is cancelled or terminated, or if they are reclassified as a Keep Shop member, any members downline of this person will be **"rolled up"** (i.e., members that are downline of this person will be moved up one line).

Roll-up may result in an upline member having more than seven members in their first line. Although this is not normally allowed, it will be permitted under these circumstances.

Example:

Mr. F does not make a purchase for 3 months and is reclassified as a Keep Shop member. In this case, the members on Mr. F's 1st line (your 2nd line) would roll up (move up) to your 1st line and the members in Mr. F's 2nd line (your 3rd line) would roll up to your 2nd line.

If Mr. F decided to become a member again, he could not join in the same position as before, but would be repositioned on the 1st line of the member who enrolled him, and would have no downline members.



6.6 PV for purchases made by Keep Shop members or non-registered members

If a Keep Shop member or non-registered member purchases products at the retail price, this will be treated as an additional purchase by that person's Enroller (if one exists), and the Enroller will receive a bonus equivalent to 15% of the additional PV generated.

Please note that:

- 1) The PV will be awarded the month after the purchase is made.
- 2) Depending on the method of payment, the enroller may be charged a processing fee (deducted from bonus).
- 3) If no enroller is specified, the applicable PV (bonus) will be retained by Fordays for up to six (6) months. (After this time, all rights to such PV will be forfeited and they will be added to the overall Director Bonus pool.)
- 4) Fordays will use data registered with the Head Office or information submitted by the customer to identify the enroller.

7. Definitions

Active member	A member who purchases one of the five available Courses during a given assessment period.
Additional ID	An additional position within one's own downline group. A member can register up to six (6) IDs (one (1) master ID and five (5) additional IDs). Intended for members who purchase large amounts of product and wish to maximize their earning potential.
AutoShip	Automatic shipping of selected Course (products) every month. The member's credit card is automatically billed every month, and the products are shipped directly to their nominated address.
BV	Bonus Value. See Section 4.2.2 for details.
Course	The product or set of products selected at the time of initial enrollment that a member intends to purchase on a regular basis. The selected Course can be changed at any time.
Direct Upline	The existing member under which a new member is placed within a downline group. This is not necessarily the same person who personally enrolls the new member.
Downline	For an existing member , all members positioned on one of the lines below them are referred to as downline members. These downline members will constitute one's downline group.
Enroller (Sponsor)	The person who introduces/enrolls a new member.
Personally enroll	Personally enroll means to introduce a new member and have him/her list you as their enroller on the Application Form.
Group Point Value (GPV)	The sum of the repeat and additional PV generated by purchases made by a member's downline group members, including additional IDs.
Inactive member	A member who does not purchase their selected Course during a given assessment period.
Keep Shop member	A member who does not purchase one of the four available Courses for three (3) consecutive assessment periods is reclassified as a Keep Shop member.
PV	Point Value. Points awarded for purchases made by a member and their downline group members. There are three types of PV: Initial PV, Repeat PV, and Additional PV. See Section 4.2.1 for details.
Position	Status attained by a member who creates a group that meets certain prerequisites relating to structure, etc. A member can attain one of three positions: Active Member, Leader, or Director. Members who hold a position are eligible to receive various additional bonuses and rewards.
PT	Pre-Trainer. See Section 3.2 for details.
Same Title Compensation	Compensation paid to members whose downline group members hold the same title as they do. See Section 5.1.6 for details.

ST	Start Trainer. See Section 3.2 for details.
Title	Members can attain one of four titles—Line Leader, Star Director, Twin Star Director, or Triple Star Director—depending on the structure their downline group and total GPV. Members who hold a title are eligible to receive various additional bonuses and rewards.
Unique group	A member's unique group consists of all of one's downline group members, except members who hold a title that is equal to or higher than their own and the downline groups of these titleholders.
Upline	All members positioned above a particular member in a direct line all the way up to the company (Fordays). Put another way, it is the line of direct uplines that links a particular member to the company.

Section 3: Membership Terms and Conditions

Section 1: General Terms

Article 1. Purpose

For days Japan International Co., Ltd.'s ("Fordays" or "Company") business activities are driven by the corporate philosophy, "Enhance people's mental and physical wellbeing, and create a rich sense of purpose in their life". Furthermore, our desire to support people's independence and right to self-determination is embodied in our corporate mission, "Create a society where anyone has the opportunity to achieve greater self-reliance". Our business model is based on "co-creation" and depends on passionate members who are driven to enhance their physical, mental, and financial health. Utilizing the Fordays direct sales business model, members actively introduce others to Fordays products and the Fordays business opportunity, so they too can enjoy rich, fulfilling life and become more self-reliant.

Article 2. Activities

Fordays is engaged in the following business activities:

1. Promote cooperation among members, improve members' life and support member's personal development, etc.
2. Enhance members' product and business-related knowledge by conducting training courses, seminars, and other such events and provide existing and prospective members with appropriate information.
3. Enroll new members, provide members with necessary training, professional development opportunities, and ongoing support and management.

Article 3. Interpretation and Amendment

1. These Membership Terms and Conditions shall be read in conjunction with the Member's Guide, Compensation Plan and the Membership Application Form (together the "Membership Agreement"). Capitalized terms shall have the same meaning in all constituent documents of the Membership Agreement. By submitting the Membership Application Form, the applicant is deemed to have agreed to all terms and conditions in the Membership Agreement.
2. Members are required to observe the Membership Agreement and amendments may be made at any time to reflect any government order, change in the law or market changes. Whenever such amendments are made by the Company, the Company will issue an internal announcement on Fordays website, but the Company will not individually notify each member.
3. Fordays members are independent contractors. The Membership Agreement between Fordays and its members does not create an employer/employee relationship, agency, partnership, or joint venture between Fordays and its members.

Section 2 Membership

Article 4. Member Eligibility

Subject to Article 5, any person resident in Hong Kong over the age of eighteen (18) years is eligible to become a member.

To become a member, one shall fully understand and agree to all constituent documents of the Membership Agreement, meet the membership eligibility criteria set forth herein, and complete and submit the Membership Application Form to Fordays. The applicant will be registered as a member upon Fordays' approval. Detailed membership application procedure is provided in the Member's Guide.

Article 5. Member Ineligibility

The following persons are ineligible for membership:

1. Persons under eighteen (18) years of age and/or persons undertaking secondary or tertiary education (e.g., high school, undergraduate, or postgraduate studies), or other further studies at a preparatory college, technical college, etc. (This condition does not apply persons who commence secondary or tertiary education after receiving membership approval.)
2. Persons who reapply for membership within six (6) months of Termination Date, provided that members who have been expelled will be ineligible for membership under all circumstances (see Article 14).
3. Persons under guardianship, bankrupts or persons against whom bankruptcy proceedings have been commenced, or persons engaging in activities contrary to public order or morality.
4. Foreign residents. However, this condition does not apply to foreign residents who have a permanent address, stable employment, and whose status of residence permits them to reside in Hong Kong for a period of over one (1) year.
5. Persons affiliated with a criminal syndicate or group that engages in anti-social activities, or persons/corporation executives directly or indirectly involved in acts of coercion or other anti-social behavior.
6. Persons who have previously abusively cancelled their membership during the Cooling-off Period on numerous occasions.
7. Other persons, who for whatever reason, Fordays deems ineligible for membership.

Article 6. Rights and Obligations of Members

Member's Rights:

1. Members may partake in all Fordays activities stipulated in Article 2.
2. Members are entitled to purchase Fordays products and at member price.
3. Members are entitled to receive compensation for promoting Fordays products and business.

Compensation is determined based on the Compensation Plan.

Member's Obligations:

4. Members must abide by the Membership Agreement, any instructions Fordays may issue from time to time, and all applicable laws and regulations of Hong Kong, in particular the Pyramid Scheme Prohibition Ordinance ("PSPO").
5. Members shall fulfill their obligations under the Membership Agreement in good faith and fair dealings.
6. Members are responsible for declaring any taxable income received from Fordays (bonuses etc.) to the tax office.
7. Members must keep information obtained through business dealings with Fordays confidential.
8. Members must notify Fordays of any changes to the personal details they provide to and maintain with Fordays (address, name, telephone number, financial institution details, etc.).

Article 7. Misconduct

Members are prohibited from the following conduct:

1. Any conduct that violates or potentially violates applicable laws or regulations of Hong Kong.
2. Any actions that are in violation of the Membership Agreement and any instructions Fordays issue.
3. Reselling products purchased from Fordays via any other channel (internet auction sites, etc.), either in the name of the member, Fordays, or any other third parties.
4. Performing any of the following acts when enrolling or attempting to enroll prospective members:
 - (1) Any conduct that could lead to a financial disagreement.
 - (2) Providing misleading or false information regarding members' rights and obligations, or failing to inform such rights.
 - (3) Making exaggerated statements about Fordays or Fordays products.
 - (4) Attempting to enroll a person who is ineligible for membership or knowingly recommending persons who do not meet the membership eligibility requirements.
 - (5) Forcing or attempting to force a new member to open and/or use a product at the time of enrollment.
 - (6) Inviting a person to attend a Fordays event, such as a seminar or meeting, without disclosing the purpose of the event in advance.
 - (7) Performing enrollment/promotional activities at an inappropriate time of day, or continuing to perform such activities for an unreasonably long time.
 - (8) Using intimidation or threats to enroll new members or to prevent existing members from cancelling their membership.
 - (9) Representing or warranting, explicitly or implicitly, that it is possible to generate earnings in excess of the amounts as provided in the Compensation Plan.
 - (10) Making bold assertions that may appeal to a prospective members' desire to get rich quick, such as, "you will definitely make money if you enroll" or "you can make a fortune", in order to convince a prospective member to enroll.

- (11) Attempting to enroll a person incapable of exercising sound judgment (for example, an elderly person, a person with reduced mental capacity, etc.).
 - (12) Attempting to enroll a person without taking their prior knowledge/ experience or financial situation into consideration.
 - (13) Not providing a prospective member with a copy of all documents of the Membership Agreement and relevant product guidebook, or failing to fully explain the content of these documents.
 - (14) Inviting a person to a non-public place with the intention of enrolling the person as a member.
 - (15) Requiring a member to purchase excessive amounts of Fordays products or register additional IDs.
 - (16) Requiring a member to use marketing or promotional materials that are not produced by the Company.
5. When promoting Fordays products, providing misleading or false information regarding the price, quality, ranking, function and inventory information of products.
 6. Obtaining bonuses or any other form of compensation through dishonest or fraudulent means.
 7. For whatever reason, receiving money or other goods of value from other members at a Fordays facility or seminar venue.
 8. Registering as a member, purchasing products, lodging a change request or completing relevant application forms under a false name (identity theft), using another person's name (name lending) or on another person's behalf, regardless whether the person so consents.
 9. Using the name of the Company, expressly or impliedly, to solicit others to register as a member of, or purchase products from, another organization.
 10. Preventing a new member from cancelling his/her membership during the Cooling-off Period, or preventing a newly enrolled member from exercising his/her cooling-off rights.
 11. Involving other Fordays members in activities unrelated to Fordays business activities, such as political activities, religious activities, or activities of other organizations.
 12. Repositioning one's group without Fordays' approval, or soliciting members of other groups to join his/her own downline group or instigating one's group members to join other groups.
 13. In expanding one's group, establishing an office or salon without the approval of Fordays.
 14. Declaring to be an employee, joint venture partner or agent of Fordays or any of its affiliate companies.
 15. Recording, collecting, storing or disclosing any member's personal data in violation of the Company's Personal Data Policy, the Personal Data (Privacy) Ordinance and other applicable laws and regulations of Hong Kong.
 16. Members must not claim ownership of any intellectual rights held by Fordays, or attempt to enroll new members by making false, misleading or deceptive claims.
 17. Using Fordays' trademarks, trade name, logos, marks, copyrights or other intellectual property, or any

information provided at Fordays seminars or other events, without the prior consent of Fordays.

18. Making audio or video recordings of Fordays seminars or events.
19. Establishing or operating a website that engages in any of the following:
 - (1) Promote Fordays products or Fordays business activities to random third parties.
 - (2) Display the Fordays trade name, product names, or any other Fordays-related information.
 - (3) Contain statements that establish an association or link between nucleic acids and Fordays.
20. Promoting Fordays products or Fordays business with marketing or promotion materials not produced by Fordays, or producing one's own literature, advertisements, marketing or promotion materials, or Internet web pages without prior consent of Fordays.
21. Disseminating through media publications with the Fordays name or trademark on them without first submitting to Fordays for review, even with the Company's authorization of using the Fordays name or trademark, or using the Fordays name or trademark for advertising purposes.
22. Allowing or assisting non-members' circulation, sale, production or use of printed materials and sales promotion materials containing the words [“富地滋” or “FORDAYS, Fordays”], the Company's trademarks or drawings.
23. Re-packaging in whole or in separate parts, the Fordays products, or having the words on the products' packaging changed for resale.
24. Members must not conduct any activity that could damage the credibility or reputation of Fordays or other Fordays members.
25. Members must not make slanderous or defamatory remarks about Fordays or other Fordays members.
26. Members must not cause distress to Fordays or other Fordays members through coercive or intimidatory behavior.

When any member engages in Misconduct set out in this Article 7, or any other actions in violation of the Membership Agreement or applicable laws and regulations of Hong Kong, such member shall be subject to the Company's Disciplinary Measures as set out in Articles 12 and 13 below. If such actions have resulted or have the potential to result in the member's downline members or any other person to claim any form of compensation (including damages and legal fees) from the Company, the member(s) causing the claim agrees to indemnify, defend and hold harmless Fordays and its affiliates and each of its officers, directors, employees, agents, advisors and representatives of such claims. Furthermore, if such Misconduct results in infringement on the Company's rights or damages on the Company's reputation, the Company has the right to demand cessation of such actions and claim for any damages suffered.

Article 8. Membership Sale/Transfer/Change of Name Requests

1. Members are not permitted to sell their membership under any circumstances. Members shall not transfer their membership or rights under the Membership Agreement to any third party, or change the name in which the membership is registered without approval by Fordays. Furthermore, members shall not use their membership as proof of income/assets in order to secure loans, financing, etc.

2. As a general rule, where a change of name is approved by Fordays, the following restrictions shall apply:
 - (1) In the case of individual members, the name may only be changed to that of a spouse or a relative within the third degree of kinship.
 - (2) In the case of corporate members, the name may only be changed to that of a person registered under the relevant company name.

Article 9. Membership Cancellation

1. Membership can be cancelled at any time by submitting a Membership Cancellation Request Form, completed by the member in person, to Fordays Hong Kong Office.
2. Cancellation of membership is subject to Fordays' approval. The membership cancellation will be approved once Fordays is satisfied that the member has fulfilled all his/her outstanding obligations owed to Fordays and a cancellation notification will be issued to the member.
3. If a member cancels his/her membership (either during or after the Cooling-off Period), any bonuses or other compensation paid in relation to the enrollment of this member must be promptly refunded to Fordays. For memberships cancelled outside of the Cooling-off Period, the enroller of this member shall also bear the cancellation processing costs.
4. Notwithstanding the cancellation of a member's membership, if the member is deemed to have received undue profits in the form of bonuses or other compensation, the member must promptly refund such profits to Fordays.

Article 10. Membership Termination

Membership shall be terminated effective immediately in the following circumstances, upon which a notification will be issued to the member. The date on which the relevant notification is issued is the "Termination Date":

1. In the case of individual members, upon the member's death, provided, however, the membership may be passed on to a spouse or a relative within the third degree of kinship if a membership succession application is submitted and approved by Fordays.
2. In the case of corporate members, when the member commences liquidation proceedings or officially declares bankruptcy.
3. Any time the member is found to be ineligible for membership pursuant to Article 5.
4. If the member cancellation request is approved by Fordays.
5. If the member is expelled by Fordays.

Article 11. Consequences of Membership Termination

1. Upon membership termination, a member forfeits all membership rights and is relieved of all membership obligations, provided that any unpaid bonuses shall be paid to the member pursuant to Article 15 and the member shall settle any outstanding payment owed to the Company.

2. Repositioning of the terminated member's downline group members will be conducted by Fordays.

Article 12. Ethics Committee and Disciplinary Measures

The Company establishes and maintains an Ethics Committee to facilitate the realization of the Company's Purpose (stipulated in Article 1) by helping resolve disputes between members and handing down disciplinary measures. The Ethics Committee will be comprised of Fordays staff and member representatives.

Fordays can, in its own authority, or based on a resolution handed down by the Ethics Committee, take disciplinary measures against a member (or in the case of a corporate member, all persons registered under the relevant company name) in the following circumstances:

1. If the member engages in any Misconduct or violates his/her membership obligations;
2. If the member violates any other provisions of the Membership Agreement or any other instructions issued by Fordays.
3. If the member engages in any of the following illegal acts:
 - (1) Promoting the sale of products or services and introducing others to participate in any unlawful sale by fraud or misleading conduct;
 - (2) Raising funds in the name of others under the guise of product sales;
 - (3) Affecting consumer rights and interests by improperly paying a direct visit to consumers for the purpose of selling goods;
 - (4) Engaging in pyramid selling activities in violation of the PSPO, criminal law or other applicable laws and regulations.

Article 13. Type of Disciplinary Measures

1. Reprimand.
2. Restrictions on business activities.
3. Suspension of membership.
4. Expulsion

Article 14. Effect of Disciplinary Measures

1. Members who receive reprimand shall remind themselves to observe the Membership Agreement and relevant instructions issued by Fordays.
2. Members who have been restricted from business activities may be prohibited from one or any combination of the following:
 - (1) enrolling prospective members.
 - (2) entry of any Fordays facilities.
 - (3) participation in seminars, meetings, or promotional events organized by Fordays.
 - (4) holding seminars.

3. Members who are suspended may prohibited from one or any combination of the following:
 - (1) purchasing Fordays products.
 - (2) enrolling prospective members.
 - (3) entry of any Fordays facilities.
 - (4) participation in seminars, meetings, or promotional events organized by Fordays.
 - (5) holding seminars.

Also, depending on the circumstances, suspended members may be stripped of their title.

4. Members who have been expelled by Fordays shall not be allowed to re-register as a member under any circumstances. Furthermore, any membership application from the spouse of the expelled member, or using the expelled member's registered address will not be approved.
5. If a member is suspended or expelled, the same Disciplinary Measures shall apply to members who are the spouse of, or are registered using the same registered address as, the suspended or expelled member.

Article 15. Payment of Bonuses in the Event of Membership Suspension/Termination

If membership is suspended or terminated, payment of bonuses will be handled as follows:

1. Suspension: if membership is suspended, bonuses shall not be paid for the period of the suspension.
2. Expulsion: if a member is expelled, payment of bonuses shall cease from the Termination Date.
3. Other termination: if membership is terminated pursuant to Clauses 1, 2, or 4 of Article 10, bonuses shall be paid for the current bonus assessment period and cease from the next bonus assessment period following membership termination; if membership is terminated pursuant to Clause 3 of Article 10, payment of bonuses shall cease from the Termination Date.

Section 3 Meeting Rules

Article 16. Holding Meetings

The purpose of holding meetings is to share information necessary for product promotion activities, and also to resolve issues arising from to members' product promotion activities. Meetings are held as often as Fordays deems necessary.

Article 17. Type of Meetings

Types of meetings held include Title Director Meetings, Director Meetings, Trainer Meetings, and other types of meetings that Fordays deems necessary.

Article 18. Meetings Structure

1. Triple Star Director Meetings may be attended by members who have attained the title of Triple Star Director at least two months prior to and including the meeting date.
2. Director Meetings may be attended by members who meet the qualifications for director status over a specified three-month period.

3. Trainer Meetings may be attended by members who have met the qualifications for trainer status during a previous assessment period.
4. Even if a member meets the requirements for attending a meeting (see Clauses 1 to 3 above), they may not be permitted to attend if it is deemed by Fordays that their attendance is clearly not in the best interests of the other attending members.
5. Fordays can decide in its absolute discretion which members may attend the meetings.

Article 19. Attendance by Proxy

As a general rule, unless approved in advance by Fordays, attendance by proxy is not permitted.

Article 20. Meeting Minutes

Minutes of meeting proceedings shall be taken by a designated Fordays staff member and these minutes will be signed off on by two or more nominated members who were in attendance.

Section 4 Amendment to the Membership Agreement

Article 21. Amendment to the Membership Agreement

Proposals to amend any documents of the Membership Agreement may be raised at a Director Meeting, and members' opinions regarding the proposed changes shall be taken into account when Fordays makes a final decision.

Notwithstanding the above, Fordays reserves the right to amend the Membership Agreement, without a Director Meeting, as changes in applicable laws and regulations, the market or the Company's operation may require.

Section 5 Miscellaneous Provisions

Article 22. Complaint Handling

Members shall take reasonable efforts to ensure realization of the Company's Purpose among their downline group members. Complaints lodged to a member by his/her downline group members shall be reported to Fordays promptly and the member shall endeavor to assist Fordays in resolving the downline group member's complaint.

Article 23. Legal Jurisdiction

All documents of the Membership Agreement, as amended by Fordays from time to time, shall be interpreted, construed, applied and enforced in accordance with the laws of Hong Kong. Any dispute or action to enforce, arising out of or relating to the provisions of the Membership Agreement shall be subject to the exclusive jurisdiction of courts of Hong Kong.