

1. I understand that as a CMC Entrepreneurial Independent Distributor (EID):
 - (i) I have the right to offer for sale CMC range of products and income opportunity in accordance with these Terms and Conditions.
 - (ii) I have the right to enroll individuals and business entities into CMC an EID.
 - (iii) I will train and motivate the EIDs in my downline sales team organization.
 - (iv) I will comply with all federal, state, and local laws, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by federal, state, and local laws.
 - (v) I will perform my obligations as an EID with the utmost honesty and integrity.
2. I agree to present the business opportunity and CMC range of products and services as set forth on the corporate website located at www.exfuze.com.my.
3. I agree that as an Independent Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchise holder or franchisee of CMC. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of CMC or exfuze™. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, local or long distance telephone calls or faxes, and any other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF CMC FOR ANY LEGAL PURPOSES. CMC is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, for payment of any taxes.
4. I have carefully read and agree to comply with the CMC Policies and Procedures and the CMC Compensation Program, Located on the CMC corporate website at www.exfuze.com.my. (These two documents shall be collectively referred to as the "EID Agreement"). I understand that I must be in good standing, and not in violation of the EID Agreement to be eligible for bonuses or commissions from CMC as outlined in the compensation program. I understand the CMC Terms and Conditions, the CMC Policies and Procedures, and the CMC Compensation Program may be amended at the sole discretion of CMC, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official CMC materials including the corporate website at www.exfuze.com.my. Amendments shall become effective at time of publication. The continuation of my EID business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of the EID agreement is one calendar year from date of enrollment as an EID. Failure to annually renew my EID business enrollment with CMC as per Clause 6 below, I will permanently lose all rights as an EID. I shall not be eligible to sell CMC range of products or services nor shall I be eligible to receive commissions, bonuses or other income resulting from the activities of my former downline sales team organization. In the event of cancellation, termination or non-renewal, I waive all rights, including, but not limited to, all future property rights to my former downline sales team organization and to any bonuses, commissions or other remuneration or incentives in any forms derived through the personal or/and group sales and other activities of my former downline sales team organization. CMC reserves the right to terminate all EID Agreements upon 30 days notice if the Company elects to:
 - (1) cease business operations,
 - (2) dissolve as a business entity or,
 - (3) terminate distribution of its products and/or income opportunity via direct selling channels.
6. I understand that the term of my EID business enrollment is one calendar year. My yearly Back Office Online Access renewal fee of RM70.00 is payable to CMC on or after my anniversary enrollment date. The annual renewal fee is subject to change based on promotions CMC may choose, at its discretion to offer.
7. I may not assign any rights or delegate my duties under the EID Agreement without the prior written consent of CMC. Any attempt to transfer or assign the EID Agreement without the express written consent of CMC renders the EID Agreement voidable and nullified at the option and final decision of CMC and may result in termination of my business or my distributorship.
8. I understand that if I fail to comply with the terms and conditions of the EID Agreement, CMC may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default, or violation of the EID Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
9. CMC, its directors, officers, shareholders, charter members, associates, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and I fully release CMC and its affiliates, from all claims for consequential and exemplary damages. I further agree to release CMC and its affiliates from all liability arising from or relating to the promotion or operation of my EID business and any activities related to it (e.g., the presentation of CMC range of products or the Business Compensation Program, the operation of a motor vehicle, the lease of meeting or training facilities etc.), and agree to indemnify CMC for any liability, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my EID business.
10. The EID Agreement in its current form and as amended by CMC from time to time at its discretion, constitutes the entire contract between CMC and the EID. Any implied promises, representations, offers or other communications not expressly set forth in the EID Agreement are of no force or effect.
11. Any waiver by CMC of any breach of the EID Agreement must be in writing and signed by the director, General Manager or Manager of CMC. Waiver by CMC of any breach of the EID Agreement by an EID shall not be construed as a waiver of any subsequent breach that may occur while operating their EID business.
12. If any provision of the EID Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the EID Agreement will remain in full force and effect.
13. This EID Agreement will be governed by and construed in accordance with the laws of Malaysia, without regard to principles of conflicts of laws. All disputes and claims relating to CMC, EID Agreement, Policies, Procedures, Terms and Conditions, Compensation Program or its products and business opportunity, the rights and obligations of an EID and CMC, or any other claims or causes of action relating to the performance of either an EID under the EID Agreement of the CMC Policies and Procedures shall be settled totally and finally by arbitration in Malaysia. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of jurisdiction. The prevailing party shall be entitled to receive from the losing party, according to the decision of the arbitrator, costs and expenses, including legal and filing fees. The provision to arbitrate shall survive any termination or expiration of the EID Agreement. Nothing in the EID Agreement shall prevent CMC from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect CMC's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other pending proceeding.
14. The parties consent to jurisdiction and venue before any federal or state court in Malaysia, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
15. If a Distributor wishes to bring an action against CMC for any act or omission relating to or arising from the EID Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against CMC and its affiliates for such act or omission. Distributor waives all claims that any other statutes of limitations applies.
16. I authorize CMC to use my name, NRIC Number, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for enumeration for such use.
17. A faxed copy (together with copy of applicant's NRIC and business registration form if applicable) of the EID Agreement shall be treated as original in all respects. A signed EID Agreement attached with copy of NRIC and other supporting documents must be on file at CMC for each EID before commissions earned will be issued.
18. I further agree to abide and comply with the rules and regulations governing the multi-level marketing and direct sales as stipulated in the Direct Selling Act 1993 of Malaysia.

I, _____, NRIC No: _____ agree to the Terms and Conditions, Policies and Procedures, EID Agreement of an Independent Business Distributor of CMC as indicated with this application and on the company website at www.exfuze.com.my and give permission to CMC to process this Application.

Note: Please deposit cash or cheque payment into Public Bank Berhad, Account No: 3140002019 payable to "CMC Biotechnology (M) Sdn Bhd".