



KYÄNI INTERNATIONAL LIMITED INDEPENDENT BUSINESS PARTNER AGREEMENT

To: Kyäni International Limited

1. I understand that as an Independent Business Partner of products supplied by Kyäni International Limited (hereinafter "Kyäni"):
 - a. I have the right to purchase products from Kyäni at the price for which I am eligible.
 - b. I have the right to sponsor qualified persons in Kyäni.
 - c. I will assist, train, and motivate the Business Partners in my downline marketing organization.
 - d. I will comply with all laws, ordinances, rules, and regulations applicable to me, and shall make all reports and remit all withholdings or other deductions as may be required by any applicable law, ordinance, rule or regulation.
 - e. I will perform my obligations as an Independent Business Partner with honesty and integrity.
 - f. I will only use Kyäni forms which are provided by Kyäni and I will follow all policies and procedures established by Kyäni for the completion and processing of such forms.
 - g. I will not take any action or conduct myself in any manner that damages the business reputation of Kyäni, its founders, directors, or officers.
 - h. I agree that I will (if applicable) provide such business registration information so that the Hong Kong tax authorities know that I am conducting business with Kyäni.

2. I acknowledge that I have thoroughly reviewed the contents of the Kyäni Global Compensation Plan, the Kyäni Policies and Procedures and Kyäni products as set forth in official Kyäni literature ("Documents"). I agree to be bound by the Documents. I will make no claims regarding potential

income, earnings, and products beyond what is stated in the Documents. I may not use, produce, create, publish, distribute, or obtain from any source other than Kyäni, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to Kyäni products or the Kyäni Global Compensation Plan. I understand that I may not use or display any Kyäni trademarks, trade names, service marks, logos, designs or symbols to market and advertise Kyäni's products or the Kyäni opportunity other than as outlined in the Kyäni Policies and Procedures without first obtaining written authorization from Kyäni.

3. I agree that as a Business Partner I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Kyäni. I am not authorized to and will not incur any debt, expense, obligation, or open any financial account on behalf of, for, or in the name of Kyäni. I understand that I shall control the manner and means by which I operate my Kyäni business partnership, subject to my compliance with the Documents. I agree that I will be solely responsible for paying all expenses incurred by myself, including, without limitation, travel, food, lodging, administrative support, office, long distance telephone and other expenses. I UNDERSTAND THAT I AM NOT, AND SHALL NOT BE TREATED AS, AN EMPLOYEE OF Kyäni for any purpose whatsoever. Kyäni shall in no event be responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Kyäni and all appropriate taxing jurisdictions, and all related rules and procedures.
4. I have carefully read and agree to comply with the Documents, both of which are incorporated into and form part of this Agreement. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement and the Documents, in order to be eligible to receive any bonuses or commissions from Kyäni. I understand that this Agreement and the Documents may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Kyäni materials and sent to me. The continuation of my Kyäni business partnership or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. All warranties given by me to Kyäni are stipulated in the Policy and Procedures.
6. I am entitled to arrange collection of the products supplied by Kyäni by courier or by picking up the same in the Hong Kong office of Kyäni or any place designated by Kyäni.

7. The term of this Agreement shall begin on date of enrollment and shall continue until terminated by either party. I shall not be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. Kyäni expressly reserves the right to terminate this Agreement upon thirty (30) days written notice in the event that it elects to:
1. cease business operations;
 2. dissolve as a corporate entity; or
 3. terminate distribution of its products via direct selling.

Kyäni may also terminate this Agreement at any time if I fail to make a qualifying purchase for a period of 12 consecutive months.

In the event of termination under this clause, I agree to waive all rights I have, including, without limitation, property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.

8. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Kyäni. Any attempt to transfer or assign this Agreement without the express written consent of Kyäni renders this Agreement voidable at the option of Kyäni and may result in termination of my business partnership. Notwithstanding the aforesaid, Kyäni may assign and transfer all or any part of its rights and obligations under this Agreement.
9. I understand that if I fail to comply with the terms of this Agreement, the Policies and Procedures, or the Global Compensation Plan, Kyäni may, at its sole and absolute discretion, terminate my business partnership or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions, and/or loss of all or part of my downline marketing organization. If I am in breach, default or violation of this 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. If this Agreement is terminated for any reason, I will forever lose my rights as a Business Partner, including rights to my downline marketing organization, and rights to compensation pursuant to the Kyäni Global Compensation Plan. If I fail to pay for products when payment is due, I authorize Kyäni to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my financial accounts, if

any, which I have authorized Kyäni to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

10. Notwithstanding any provision in this Agreement, Kyäni may terminate this Agreement at its sole and absolute discretion if any of the following happens:

- a. bankruptcy or liquidation is petitioned against me;
- b. a receiver is appointed against me; or
- c. any breach of this Agreement by me and such breach is not rectified within 7 days from the date of notice issued by Kyäni.

11. For the purpose of this Agreement, the term Force Majeure shall include, without limitation, acts of God, acts of a government in either its sovereign or contractual capacity, fires, floods, earthquakes, war (whether declared or not), act of terrorism, riot or civil commotion, port congestion and freight embargoes.

If a party hereto considers that a Force Majeure has occurred which may materially affect the performance of its obligations under this Agreement, then the party shall within five (5) business days from such occurrence notify the other party in writing giving full details of the circumstances and the extent of the adverse effect.

Neither party shall be considered to be in default of its obligations under this Agreement to the extent that it can establish that the performance of such obligations is prevented by any Force Majeure which arises after the date of this Agreement and which was not foreseeable at the date of this Agreement. The party being affected by the Force Majeure event shall use its best endeavor to rectify the situation as soon as possible.

12. To the extent permitted by law, Kyäni, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release Kyäni and its affiliates from, any and all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of the terms of this Agreement or the Documents; (b) the improper promotion or operation of my business partnership and any activities related to it (e.g., the presentation of Kyäni products or Global Compensation Plan, the operation of a motor vehicle, the lease of meeting or training

facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for Kyäni to operate its business, including, without limitation, my enrollment and acceptance into the Global Compensation Plan or the payment of Commissions or Bonuses. I agree that the entire liability of Kyäni and its affiliates for any claim whatsoever related to the relationship of Kyäni and myself, including, without limitation, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products I have purchased from Kyäni under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense Kyäni and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my business partnership.

13. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements, representations and understandings between the parties with respect thereto, and may not be modified except in writing signed by the duly authorized representatives of the parties. To the extent of any conflict or inconsistency between this Agreement and any of the Documents (except the Policy and Procedures), this Agreement shall prevail. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances prevail.
14. No failure or delay by a party to exercise any right under this Agreement or otherwise shall operate as a waiver of that right or any other right nor shall any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.
15. If at any time any one or more provisions of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any way be affected or impaired.
16. The parties shall do and execute or procure to be done and executed all such further acts, deeds, documents and things as may be necessary to give full effect to the terms and intent of this Agreement.

17. Any certification or determination by Kyäni of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates. Kyäni shall be entitled to determine the interpretation of terms of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
19. This Agreement is drafted in the English and Traditional Chinese language, and English shall be the controlling language for the interpretation and enforcement of this Agreement.