

**Terms and Conditions for the Publication of Independent Newsletters by DXN Members
(Effective 1 June 2007)**

1. All DXN members are not allowed to publish any independent newsletter which relates to DXN without prior written consent from DXN.
2. DXN only recognizes official newsletters published by DXN Headquarters and DXN branches both local and overseas.
3. The publication of any independent newsletter by DXN members is a conditional privilege and shall not be considered a matter of right or entitlement to any DXN member. DXN reserves its absolute and unrestricted right, at its sole discretion, any point of time to cancel, annul, discontinue or disallow the publication of any independent newsletter by DXN members without assigning any reasons hereto.
4. Should any DXN member intend to publish independent newsletters on anything related to DXN on his / her own, he / she must submit the draft contents of the newsletters to the DXN management for approval. Publication of independent newsletters shall commence only after a formal written consent is issued from DXN. The finalized and printed version of any independent newsletter must not deviate from the approved version. A copy of any finalized and printed version of the independent newsletter **MUST** be submitted to the Group Publication Department of DXN no later than 1 week from the date of its publication.
5. In the event that any DXN member publishes any independent newsletter, any portion of which is untrue or inaccurate, or without written consent from DXN, or in the event that DXN has reasonable grounds to suspect that such information is untrue, inaccurate or not in accordance with the the Terms and Conditions contained herein, DXN has the absolute right to take necessary remedies or disciplinary action including but not limited to suspension or termination of the distributorship.
6. The concerned DXN member shall undertake to forthwith furnish DXN with such additional particulars and information as required and deemed necessary at any time and from time to time.
7. DXN reserves the absolute right to withdraw, terminate or annul the written consent so granted at any time as and when necessary without prior notice and without assigning any reasons hereto. In such circumstances, the concerned independent newsletter shall be withdrawn and removed forthwith by the members so involved at its own cost and expense.
8. Each and every subsequent issue of the independent newsletters must likewise be submitted to DXN for review and approval before its publication.
9. DXN reserves the right to amend and modify, any part of the independent newsletter including but not limited to those which has been approved and published beforehand. However, any information on the newsletters does not necessarily reflect any policies, procedures, standards or guidelines of DXN.
10. Any approval granted by DXN to its members to publish their own independent newsletter may have its validation period and such validation period may vary or differ for each member. If no validation period is stipulated in the consent letter, it shall automatically be

deemed that the validation period must not be more than 12 months from the date of the approval. Provided always that, any DXN member who wish to extend/renew the validation period, the written application shall be made to DXN not less than 3 weeks before the end of the period. The application for renewal of the validation period, however, is subject to the approval of DXN. At all times, DXN reserves its absolute right, at its sole discretion and option to terminate such approval/consent before such validation period is due. Upon the expiration or deemed expiration or earlier termination of the consent, concerned DXN member shall irrevocably agree to undertake and be liable, at its own cost and expense, to forthwith withdraw and remove the independent newsletter.

11. Any DXN member involved in the publication of independent newsletters shall irrevocably agree to the following:-

- (a) that the decision of DXN shall be final and conclusive, and DXN shall not have further obligation to respond to additional queries, appeals or correspondences.
- (b) that they shall be held liable and bear all liabilities incurred by the publication of the independent newsletter, and under no circumstances shall DXN be held liable or responsible for such publications;
- (c) that all costs and charges incurred in such publication of independent newsletter shall not be borne by DXN;
- (d) that they shall at all times abide by the **Terms and Conditions for the Publication of Independent Newsletters by DXN Members** including its amendments thereof as well as directives issued by DXN from time to time.

12. DXN logos, trademarks, service marks, product names, and other tangible or intangible commercial assets, registered or otherwise, videotapes, stationeries, printed materials, provided and related to DXN are the properties of DXN. Henceforth, they are not to be used, extracted or reproduced by any member without prior written approval from DXN.

13. DXN reserves its absolute and unrestricted right, at all time to amend, add, delete or modify the **Terms and Conditions for the Publication of Independent Newsletters by DXN Members**, without any prior notice and the same shall be effective immediately, bound and governed all the DXN members.

14. Notwithstanding any approval obtained by DXN, the publication of independent newsletters by DXN members must strictly abide by the following :

i. Laws, Rules and Regulations

All local laws of the respective countries, as well as relevant legislations (including but not limited to legislations relating to publications, printing, drug control etc.) must be complied with. It shall be the responsibility of the members involved to ensure that such independent newsletters comply with the requirements of their local laws.

ii. Market's Response

The response from the market must be taken into consideration. However, the market is strictly not the party to approve any publication content. Should any contradiction between the market response and DXN preference arise, the latter must be given priority.

15. This **Terms and Conditions for Publication of Independent Newsletters by DXN**

Members are prepared in English, Bahasa Malaysia, Chinese or other languages. In the event of inconsistencies among the English, Bahasa Malaysia, Chinese or other versions, the English version shall prevail.

By
DXN Management