



# Distributors and Resellers' Manual

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# Revisions to the Manual

This page is dedicated to the changes that have been made to this manual since its 1.0.0 version.

## **Version 1.2.3:**

### **1. Updated mission and vision statements**

In line with the Company's third year anniversary, its mission and vision statements were updated. These are now in the manual and are added under the existing 'Our Values' section.

### **2. Updated prices**

The distributorship, reseller, and retail prices of various products have been updated.

### **3. Non-Compete Clause for Regional Distributors**

A new section between *Adherence to Company Values* and *Intellectual Property*, entitled '*Non-Compete Clause for Regional Distributors*'. The new section reads as follows:

*The Management respects one's capacity to innovate through the Brand's core values, however, the Management also recognizes the influential role Regional Distributors have on the RyxSkin Sincerity Reseller and Distributor Community and the Brand's overall growth, as such, Regional Distributors are prohibited from establishing, directly or indirectly, brand/s which contain product/s that directly compete with any product in the RyxSkin Sincerity line. Regional Distributors proven to go against this rule are automatically removed from their Regional Distributorship position.*

## **Version 1.2.2:**

### **1. Change of company name**

In line with the Company's recent filings in the Securities and Exchange Commission, all instances of the company name is now changed to "Ryxskin Sincerity Philippines, Inc."

### **2. Section title for manual revisions**

The section is now entitled, "Revisions to the Manual" from its previous name, "Changes from previous version."

### **3. Section VIII (Pricing)**

The section was changed to read as follows:

# Revisions to the Manual

xxx

“Resellers are only allowed to purchase stocks at Reseller Price if their total bill for that particular purchase order is at least PHP 3,500.00, otherwise, their order shall be sold to them at SRP.”

xxx

## 4. Section IX (Quota)

The section was changed to read as follows:

xxx

*“For Distributors.* Distributors are expected to reach the quarterly quota to secure their Distributorship position. Failure to hit the quota will result in the cessation of authority to sell RyxSkin products and will be immediately replaced.

The following amounts are the currently-implemented stock purchase quota for all Distributors:

Regional Distributors – PHP 1,000,000.00 worth of stock, measured quarterly.

Provincial Distributors – PHP 500,000.00 worth of stock, measured quarterly.

City Distributors – PHP 100,000.00 worth of stock, measured quarterly.

Distributors are hereby given the responsibility to report to the Management, any of their downline Distributors who are not meeting the monthly quota.

*For Resellers.* Resellers are expected to reach the monthly quota of PHP 3,500.00 worth of stock to secure their Reseller position. Failure to hit the quota at least once every quarter will result in the cessation of authority to sell RyxSkin products. The value of products bought by Resellers at Suggested Retail Price shall not be counted towards their monthly quota. “

### **Version 1.2.1:**

#### **1. Product list and prices**

The list of products, and their respective Distributor, Reseller, and Suggested Retail Prices have been updated. (See the *Pricing* section of the *Terms and Conditions* for the complete text) The Pricing and Product Description section has been removed from this version of the manual

# Revisions to the Manual

## **2. Minimum Repurchase Quantity for Resellers**

In addition to reaching the monthly quota, a Minimum Repurchase Quantity is now required in order for resellers to avail of a particular product's Reseller Price. See *Quota* and *Pricing* sections of the *Terms and Conditions* for the complete text.

### **Version 1.2.0:**

#### **1. Change of brand name**

Due to the change in our brand name, all references to 'RyxSkincernity' have been changed to reflect 'RyxSkin' (the brand), and 'RyxSkin Sincerity Inc.' (the company). This change was also implemented on all product graphics, however, not all graphics were updated to reflect the new brand name. These are expected to be updated in further updates to this document.

#### **2. Registration process**

With the implementation of the new distributor and reseller registration and ID issuance process, the registration segment of this document was updated.

#### **3. Reseller qualifications**

The requirements to become a Ryx Reseller have been updated.

#### **4. Physical storefront/digital account naming restrictions**

The rule stipulated from Ryxskin\_m001 s2020 has been added to the terms and conditions section to reflect the new restrictions in naming physical storefronts and digital accounts.

#### **5. Product list and prices**

The Pricing and Product Descriptions section has been updated to include products that were not included in version 1.0.0., such as the Ethyl Alcohol and the Poreless Maintenance Kit.

# A message from the team

***Hello, beautiful!***

Thank you for your interest in selling RyxSkin products! It is our pleasure to have you on-board. Being a seller is being a part of our business - you represent our brand and everything we stand for.

Before anything else, we'd like you to know some principles behind RyxSkin:

***We believe in honesty in all things. Integrity is at the core of what we do.  
We do not provide false information to our customers just for the sake of selling.***

**We are an instrument of inspiration.**

More than selling the products, our purpose is to show everyone that taking care of themselves should not be hard. It is something they can do everyday no matter what they do in life.

**We believe that beauty belongs in all colors of the spectrum.**

Beauty is not confined with one color of the skin but in all. We do not allow discrimination because everyone has a right to feel and be beautiful.

All clear? Good.

Cheers!

**RyxSkin Sincerity Philippines, Inc.**

# Our Values

## **Mission**

Ryxskin Sincerity shall empower women, build confidence, share opportunities, create relationships, and change lives for the better through the following:

- Develop world-class and marketable products, and distribute the same at reasonable prices;
- Establish a community of Distributors and Resellers that is founded on respect, trust, and sustainable growth, and supporting the same through rewards and incentives;
- Adhere to domestic and international rules, regulations, and standards;

## **Vision**

To be a leader in delivering skincare products that change and improve the lives of its stakeholders.

## **Core Values**

The Company is committed on its mission of empowering women, building confidence, sharing opportunities, creating relationships, and changing lives for the better by embodying its core values, abbreviated as RYXSKIN:

### **Respect**

We shall establish and nourish a community that is grounded on respect and camaraderie, and shall not discriminate against any person from any walk of life; embracing diversity with an open mind and an open heart. We shall value feedbacks and suggestions and use them to ensure that the brand would continue to evolve.

We shall also hold in high regard our colleagues in the industry. We shall not tolerate bullying and defamation in any of its forms, instead, we shall bravely deal and address such problems.

### **Young**

We shall ensure that our products align with the trend and hype, but in a healthy and youthful approach: passionate and flexible. We shall always push forward to innovate products that can address the growing number of skin concerns. Said approach shall also be applied whenever we communicate with our stakeholders.

## Our Values

### **Exquisite**

We shall strive to provide our customers with top of the line products; ensuring that only the finest ingredients are used and the highest quality of processes are employed. This makes their every purchase worth every single peso (or any denomination for this matter) they worked hard for. We shall let quality and price meet in the middle.

We believe that skin care, as part of a person's overall health, is not just a 'want', but a 'need'. No one should feel sorry for loving their own self and giving what they need is the best for them.

### **Service**

We shall take care of our stakeholders: our slayers, Reseller and Distributor Community, and pool of staff by giving selfless service and benefits, which include rewards and incentives for their continuous hard work and trust.

We may not reach our own goals simultaneously, as some would achieve theirs faster than others, or some would achieve theirs in a slower pace, but RyxSkin, through its incentives and other programs, shall assist its community to grow and achieve as one.

### **Keen**

We shall not settle for less or rush in anything that we do. We shall ensure that each and every product that the Company releases to the consuming public, through its Reseller and Distributor Community, has undergone a meticulous research and development process.

### **Integrity**

As an online business of its kind, we believe that the image and integrity of the company is shared and carried by its officers and management, and its Reseller and Distributor Community. We shall ensure honesty and transparency in order to maintain and strengthen the trust the public has given us; providing them with only the genuine article to ensure that they only get what they deserve - the best of RyxSkin Sincerity.

We are not a brand for money. More than anything, we shall value character. We are not just a business, but a family that guides dreamers to their aspirations.

## Our Values

### **Nurture**

We shall not settle and plan for the short-term, instead, we will ensure that our stakeholders would continuously grow and be empowered by helping them achieve their skin goals, life goals, and even their career goals in distributorship.

We shall embrace the spirit of perseverance and shall be willing to learn and to grow to meet and exceed the identified goals.

# How to be an authorized Distributor?

## **1. Why should you be one?**

RyxSkin is a proud Philippine skincare brand making waves locally and internationally. Since our main platform is online, you only need to purchase the Distributor/Reseller Package and comply with the registration process, and then you'll have access to Distributor/Reseller prices commensurate with the package you initially purchased for current and future products. This is in addition to perks that can only be accessed by Distributors and Resellers. We also have Suggested Retail Prices (SRPs) that enable a fast return of investment.

If you want to see and read what those who tried our products have to say, you can visit our social media accounts ([@ryxskinsincerity on Facebook and Instagram](#)).

## **2. How to be an authorized Distributor or Reseller?**

For you to be recognized as an authorized Distributor or Reseller, the following must first be accomplished and/or identified:

- » Online Registration Form; and
- » Package/s to avail

Please take note of the following as written on the proceeding pages, as these will surely help you jump-start your new skincare business:

- » Process (Payment, Shipping, and Distribution); and
- » Terms and Conditions for Distributors and Resellers;

***Are you ready to be part of the RyxSkin Family?***

# How to be an authorized Distributor?

## 2.1. APPLICATION

- Fill up and submit your credentials through the registration form found in our website, [ryxskinsincerity.com/ryx/register](http://ryxskinsincerity.com/ryx/register). Personal information; such as your full name, address, and contact number; a digital copy of a valid ID (any government-issued ID that has your picture, name, address, and signature); and upline (the person whose area of jurisdiction you are applying for) information shall be collected.
- You must have read, understood, and agreed with our Terms and Conditions (see page 8). By submitting your filled-up registration form through RyxSkin's registration system, you signify your agreement to be subjected to such.
- The Minimum Entry Quantity (MEQ) for the Distributorship and Reseller positions are the following. Do note that there could be changes in the MEQ that are not immediately reflected in this document:
  - » Regional Distributor - PHP 500,000.00 per area;
  - » Provincial Distributor - PHP 250,000.00 per area;
  - » City Distributor - PHP 75,000.00 per area;
  - » Reseller - At least PHP 7,500.00 worth of products per reseller slot

## 2.2. PROCESS OF ENTRY

**Step 1.** Inform the Distributor that has jurisdiction over the area you want to be a Distributor or Reseller for of your intention to be a Distributor or Reseller. A list of Distributors and their contact information is available at [ryxskinsincerity.com/ryx/distributors](http://ryxskinsincerity.com/ryx/distributors).

If you are vying for a position that does not fall under the jurisdiction of a Distributor, please contact our Team through our Social Media pages.

**Step 2.** Fill up and submit the registration form found on the website, [ryxskinsincerity.com/ryx/register](http://ryxskinsincerity.com/ryx/register). After filling up. Inform the Distributor you have contacted on Step 1 (hereafter referred to as 'your distributor') that you have submitted the form.

**Step 3.** Pay the MEQ value for the position you were approved to take. You will pay your approved MEQ value to your distributor. Once paid, your distributor shall activate your registration for the issuance of your digital ID. Through this digital ID, you can be easily identified as a legitimate Distributor of RyxSkin products. The official website of RyxSkin will be updated

## How to be an authorized Distributor?

to include your name and concerned area in the official list of Distributors.

For Resellers, your registration will only be activated after your first purchase of PHP 7,500.00 and a second purchase worth at least PHP 2,500.00.

Only upon the activation of your registration by your distributor are you officially identified as the Distributor or a Reseller for the area you are vying for.

Once the entry process is complete, your distributor will be the only source of your stocks. Concerns regarding inactive Distributors are addressed by our Team. In the event of it happening, please connect with our Team through our social media pages.

For those vying for Distributorship positions outside of the Philippines, once you finish the entry process, you will be directly connected to our Main Office, until such time that someone avails of a position directly higher than yours, at that point you will be sourcing your products from said person. The person with the highest position for a particular country (the highest position available for any individual country is the Regional Distributor position) will be the one who will be directly connected to, and will be the one responsible in supplying your stocks from, the Main Office.

*Example: If you availed of the City Distributor position in Seattle, Washington, United States, you will be directly connected to the Main Office, until such time that someone avails of the Provincial Distributor position for Washington state. At this point, you, as the Reseller for Seattle, will source your stocks from the Provincial Distributor for Washington State.*

*The Provincial Distributor will directly source their products from the main office until such time that the Regional Distributor position for the United States is filled up. Upon management's selection of the Regional Distributor, all Provincial Distributors in the United States will source their products from said RD. From this point, said RD will be the only person directly connected to the main office.*

# Terms and Conditions

## I. SCOPE

The following Terms and Conditions will apply exclusively to the current and future business relationships between RyxSkin (collectively with its subsidiaries and affiliated assets, “RyxSkin Sincerity Philippines, Inc.”, “RyxSkin Management/the Management”) and you (“you” or the “Distributor”).

## II. GENERAL PROVISIONS

Upon application, you, the new Distributor or Reseller of RyxSkin should understand and accept the Terms and Conditions as an act of agreement with the company’s values, ethics and business practices.

RyxSkin Sincerity Philippines, Inc. reserves all the rights to void future transactions with any Distributor or Reseller found in violation of the company’s Rules and Policies upon conclusion of a proper investigation.

## III. ORDERING

All new entries will require full payment upon delivery of the products (or through other transaction methods, e.g. “pay-first-then-deliver” or “installment payments”, depending on an agreement between the new entrant and the Distributor facilitating the entry). Entry Packages will be according to the Minimum Entry Quantity (MEQ) mandated by the RyxSkin Management at time of entry.

RyxSkin Management waives any liability from losses incurred by transacting with fraudulent Distributors. To avoid such an event from happening, it is important that all prospective Distributors and Resellers follow the entry procedure as indicated in this document.

All orders for stocks are catered chronologically. The first one to order will be the first one served. Distributors are expected to have enough stocks for their respective areas. RyxSkin Management has the right to revoke purchase if payment cannot be made upon product send-out and/or if the placed order/s is/are deemed unfit considering the production capacities and quality distribution strategy. In the event that these events happen, a Distributorship-wide or personal notice shall be sent out by the Management.

# Terms and Conditions

## IV. PAYMENT

All entry payments for Regional Distributors, and Distributors & Resellers that do not have a person whose position is directly above them (e.g. a Provincial Distributor for an area that does not yet have a Regional Distributor) shall be sent to **Raquel Detiquez**. These payments can be done through the following modes:

### A. Bank Deposit

#### **BANCO DE ORO**

Account name: **RAQUEL DETIQUEZ**

Account number: **0105 2003 3469**

#### **PSBank**

Account name: **RAQUEL DETIQUEZ**

Account number: **069 36101285 4**

### B. Mobile Payment Option

#### **GLOBE GCASH**

GCash Phone Number: **0916 510 1070**

### C. Money Transfer

Payments can be done using the following money transfer channels:

**M LHUILLIER**

**CEBUANA LHUILLIER**

**LBC**

**PALAWAN EXPRESS**

**WESTERN UNION**

Payments done through the aforementioned shall be addressed to:

Name: **RAQUEL DETIQUEZ**

Address: **NEPO HOMES KM 37, PULONG BUHANGIN**

Contact number: **0916 510 1070**

**STA. MARIA, BULACAN**

## V. STORAGE AND MANAGEMENT OF STOCKS

You, as a Distributor or a Reseller, shall make sure that the products for selling are kept away from locations that are damp, or locations that exhibit extremely hot or cold temperatures. In addition, you shall make sure that the products are handled with care from their arrival to your area, until their sale to your clients.

RyxSkin Sincerity Philippines, Inc. recommends its Distributors and Resellers to use bubble wrap or boxes as protection of the products for shipping. The company shall not be held liable for damages caused by the courier or individual Distributors and Resellers during the sales process.

All products released are thoroughly checked by RyxSkin Quality Assurance Personnel before

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distribution and shall be confirmed during pick up of stocks.

## VI. LIABILITY

The Management shall replace any product deemed defective and compromised ONLY upon reporting of the said defect through our official social media channels and upon the conduct of a thorough investigation.

Reports can be submitted through the following:

Facebook page: **facebook.com/ryxskinsincerity**

Instagram: **@ryxskinsincerity**

Email address: **ryxskincerityofficial@gmail.com**

All reports regarding defective and/or compromised products must contain the following information:

- Product Name
- Batch Code
- Source of purchase
- Reason for Complaint
- Supporting image/s

Failure to provide complete details will void the claim of a defective product. When a claim is proven legitimate, the defective product will be returned to the Distributor where it was purchased from and the Main Office will be notified.

## VII. COVERAGE AREA

**General Provisions.** In the Philippines, RyxSkin Sincerity Philippines, Inc. follows the partitioning of regions, provinces, and cities according to what is mandated by Philippine Law. However, considerations can be made depending on an internal arrangement between RyxSkin Management and Regional Distributors (as is the case with the partitioning of the National Capital Region). In the event that an internal arrangement is made, the Regional Distributor, with the support of the Management, shall hold the responsibility of upholding the partitions as arranged.

For international locations, each country shall be headed by one Regional Distributor. The partitioning of a particular country in terms of areas of coverage for Provincial and City Distributors shall be done on a case-to-case basis and will be the result of a discussion between the Management

## Terms and Conditions

and the Regional Distributor for a particular country.

With that said, the coverage areas for Resellers, and City, Provincial, and Regional Distributors are hereby defined as follows.

**For Regional Distributors.** Regional Distributors shall be responsible in supplying stocks to all Provincial Distributors in their region of coverage, and to City Distributors whose Provinces are not covered by a Provincial Distributor. They could also supply stocks and Reseller Packages to Resellers regardless of their location (provided, that they are the person who has activated their registration), and conduct retail selling on areas within and outside their region of coverage. It is, however, highly encouraged that in the case a Reseller/prospective customer outside their region of coverage applies for a reseller position/requests for stocks/purchases products, that they are referred to a Distributor/Reseller where they can easily get stocks/purchase products from, so that these individuals can effectively source stocks/purchase products.

Regional Distributors are not allowed to supply stocks to Provincial and City Distributors outside their Region of coverage.

**For Provincial Distributors.** Provincial Distributors shall be responsible in supplying stocks to all City Distributors in their province of coverage, including Independent Component and Highly Urbanized Cities that geographically fall under their jurisdiction (as the case of Puerto Princesa City and Palawan). They could also supply stocks and Reseller Packages to Resellers regardless of their location (provided, that they are the person who has activated their registration), and conduct retail selling on areas within and outside their province of coverage. It is, however, highly encouraged that in the case a Reseller/prospective customer outside their province of coverage applies for a reseller position/requests for stocks/purchases products, that they are referred to a Distributor/Reseller where they can easily get stocks/purchase products from, so that these individuals can effectively source stocks/purchase products.

Provincial Distributors are not allowed to supply stocks to City Distributors outside their province of coverage. Provincial Distributors are also not allowed to purchase stocks from Regional Distributors other than the Regional Distributor who has coverage over their area. In the absence of a Regional Distributor that covers their area, Provincial Distributors can only purchase stocks from the Main Office.

**For City Distributors.** City Distributors shall be responsible in supplying stocks to all Resellers in their city of coverage. They could also supply stocks and Reseller Packages to Resellers regardless of

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their location (provided, that they are the person who has activated their registration), and conduct retail selling on areas within and outside of their city of coverage. It is, however, highly encouraged that in the case a Reseller/prospective customer outside their city of coverage applies for a Reseller position/requests for stocks/purchases products, that they are referred to a Distributor/Reseller where they can easily get stocks/purchase products from, so that these individuals can effectively source stocks/purchase products.

City Distributors are not allowed to purchase stocks from Provincial Distributors other than the Provincial Distributor who has coverage over their area. They are also not allowed to purchase stocks from Regional Distributors, except on the case where there is no Provincial Distributor who has coverage over their area, until such time that the Provincial Distributor position over their area is filled up. In the event of the absence of a Provincial Distributor who has jurisdiction over their area, the City Distributor shall only purchase stocks from the Regional Distributor who has coverage over their area. In the absence of both a Provincial and Regional Distributor that covers their area, City Distributors can only purchase stocks from the Main Office.

**For Resellers.** Resellers can only source their products from the Distributor who has activated their registration. In the case that a prospective customer is outside their effective area (i.e. the area which spans locations where they can meet with a customer personally), it is highly recommended they are referred to a Reseller where they can easily purchase products from.

**For International Distributors and Resellers.** As mentioned in the beginning of this section, one (1) Regional Distributor position shall be open per country. This Regional Distributor shall be responsible in the supply of stocks to Provincial and City Distributors within their country of coverage. They could also supply stocks and Reseller Packages to Resellers regardless of their location (provided, that they are the person who has activated their registration), and conduct retail selling on areas within and outside their country of coverage. It is, however, highly encouraged that in the case a Reseller/prospective customer outside their country of coverage applies for a Reseller position/requests for stocks/purchases products, that they are referred to a Distributor/Reseller where they can easily get stocks/purchase products from, so that these individuals can effectively source stocks/purchase products.

In the absence of a Regional Distributor for a country, a Provincial Distributor can only purchase stocks from the Main Office.

In the absence of a Regional Distributor for their country, and of a Provincial Distributor that covers their city of coverage, International City Distributors can only purchase stocks from the Main Office.

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In the absence of a Provincial Distributor, City Distributors can only purchase stocks from the Regional Distributor for their country, until such time comes that the Provincial Distributor position for their city of coverage is filled up.

International Resellers can only source their products from the Distributor who has activated their registration.

The shipping fee of stocks for international Distributors and Resellers shall be shouldered by the Distributor/Reseller making the purchase. They shall also be responsible in acquiring all necessary documents and paying any additional fees needed in order for the shipment to push through.

In the case that it would be more feasible to ship the stocks in one country then distribute it to nearby countries (as might be the case when stocks are to be shipped to multiple member-countries of the European Union), an arrangement shall be made between the Management and concerned Distributors and Resellers.

It is recommended for International Distributors to have a representative in the Philippines that will assist the Management in the shipping of stocks. For International Shipping, kindly contact:

**Raquel Detiquez**

*Chief Operations Officer*

0916 510 1070

## VIII. PRICING

All Distributors are to strictly follow the Distributor Pricing Matrix as described by the table found on the following page (page 14).

For retail selling, all Distributors and Resellers are to strictly follow the Suggested Retail Price (SRP) as determined by the Management. Any discounts or promos are subject to the review and discretion of the Management before being released to the public.

Resellers are only allowed to purchase stocks at Reseller Price if their total bill for that particular purchase order is at least PHP 3,500.00, otherwise, their order shall be sold to them at SRP.

Selling any RyxSkin product below the SRP or at an unauthorized discount will result in a warning, and if persistent, a TOTAL BAN from taking part in any transactions with the company. The price may be allowed to increase due to shipping costs and other operational expenses. This is at the Distributor's or Reseller's own discretion.

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## RyxSkin Products at Distributor, Reseller, and Retail Prices (As of June 2021)

PRODUCT	RD	PD	CD	RS	SRP
beYouthful Starter Kit	315	335	355	375	450
Clear Bomb	165	185	205	225	300
Poreless Maintenance Kit	220	240	260	300	350
Hydra Glow Foam Cleanser	185	205	225	255	350
Hydra Glow Toner	125	145	165	185	220
Hydra Glow Serum	165	185	205	250	350
Sunshield	65	75	85	100	120
Rejuv Facial Wash 160mL	185	205	225	255	350
Rejuv Toner 120mL	125	145	165	185	220
Rejuv Serum 40mL	155	175	195	225	250
Clearbomb Exfo. Toner 120mL	125	145	165	185	220
Poreless Toner 120mL	130	150	170	200	230
Glow Bar	100	115	130	150	200
Derm Exfoliator Cubes	100	120	140	160	180
Derm Exfo Epsom Salt	185	205	225	245	280
Beauty Lotion	500	530	560	600	650
UA Rescue Cream	500	530	560	600	650
UA Spray Mist	115	130	145	160	180
Kenpaku Bijin	1300	1450	1600	1700	1850
Collagen (Beauty & Immunity Shot)	1100	1200	1300	1400	1500
Slay the Day Perfume	240	260	280	300	350
Bloom with Grace Perfume	270	290	310	330	350
Ethyl Alcohol	55	58	61	64	70
FFFP2 Mask	95	115	135	150	180
Cotton Puff	60	70	80	90	100
Vagicare	120	135	150	165	180
Slay - Day Pad	100	125	150	175	220
Slay - Liner	120	145	170	195	250

Prices are in Philippine Pesos. International Distributors are given the liberty of converting the values stated above to their denomination of choice. However, all payments to the Main Office are to be made in Philippine Pesos.

## IX. QUOTA

In order to ensure a robust selling environment and continued business operations, the RyxSkin Management reserves the right to implement a Quota System to ensure diligence in selling by our Distributors and Resellers.

**For Distributors.** Distributors are expected to reach the quarterly quota to secure their Distributorship position. Failure to hit the Quota will result in the cessation of authority to sell RyxSkin products and will be immediately replaced.

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The following amounts are the currently-implemented stock purchase quota for all Distributors:

- » Regional Distributors – PHP 1,000,000.00 worth of stock, measured quarterly.
- » Provincial Distributors – PHP 500,000.00 worth of stock, measured quarterly.
- » City Distributors – PHP 100,000.00 worth of stock, measured quarterly.

Distributors are hereby given the responsibility to report to the Management, any of their downline Distributors who are not meeting the monthly quota.

**For Resellers.** Resellers are expected to reach the monthly quota of PHP 3,500.00 worth of stock to secure their Reseller position. Failure to hit the Quota at least once every quarter will result in cessation of authority to sell RyxSkin products. The value of products bought by Resellers at Suggested Retail Price shall not be counted towards their monthly quota.

## X. COMPANY PROPERTY

The following materials are owned by the company and SHOULD NOT in any way be tampered, altered and/or reconstructed to fit any purpose or use without the company's clear, written consent.

**RyxSkin Distributor's ID** - Described as a digital ID used to identify the legitimacy of Distributorship of RyxSkin products. A RyxSkin Distributor's ID contains the following information:

- » RyxSkin Logo placed at the top center
- » Photo of the Distributor enclosed in a pink circle
- » Full name of the Distributor
- » Name on Social Media account, Shop Name and/or Contact number
- » Coverage Area
- » Designation ( Regional/Provincial/City Distributor)
- » Distributor's unique RyxCode

**RyxSkin Reseller's ID** - Described as a digital ID used to identify the legitimacy of a Reseller of RyxSkin products. A RyxSkin Reseller's ID contains the following information:

- » RyxSkin Logo placed at the top center
- » Photo of the Reseller enclosed in a pink circle
- » Full name of the Reseller
- » Name on Social Media account, Shop Name and/or Contact number
- » Reseller Designation (coverage is not disclosed)
- » Reseller's unique RyxCode

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ALL Distributors AND Resellers are required to show this ID as proof of their authenticity as a Distributor or Reseller. Failure to disclose the proper information to any customer or Distributor in any nature of transactions shall be subject to proper sanctions.

In addition, all RyxSkin Digital IDs that do not conform to what was described in the previous paragraphs are deemed invalid. Any Distributor or Reseller proven to have performed modifications to the provided Digital ID shall be dealt with accordingly.

RyxSkin Digital IDs must not be used for any malicious purpose or intent. These include, but not limited to:

- Availment of distributor packages that are higher than a distributor or reseller's designation
- Recruitment of individuals to be a sub-distributor or sub-reseller
- Selling and distributing under the pretense of a false position.

The authenticity of RyxSkin Digital IDs, which in turn confirms the legitimacy of a Distributor or Reseller can be checked at [www.ryxskinsincerity.com](http://www.ryxskinsincerity.com).

***RyxSkin Distributors and Resellers' Manual*** - This Manual was formulated by the Management as a tangible proof of agreement between you and the Company. Any act of tampering or alteration is PROHIBITED and anyone caught doing so will be sanctioned according to the degree of violation.

## XI. ADHERENCE TO COMPANY'S CORE VALUES

As an online business of its kind, the image and integrity of the Company is shared and carried by its officers and management, and its Reseller and Distributor Community, as such, distributors and resellers are required to adhere to the Company's core values. Any reseller or distributor found to go against any of the identified values shall be dealt with accordingly, subject to an investigation by the Management.

## XII. NON-COMPETE CLAUSE FOR REGIONAL DISTRIBUTORS

The Management respects one's capacity to innovate through the Brand's core values, however, the Management also recognizes the influential role Regional Distributors have on the RyxSkin Sincerity Reseller and Distributor Community and the Brand's overall growth, as such, Regional Distributors are prohibited from establishing, directly or indirectly, brand/s which contain product/s that directly compete with any product in the RyxSkin Sincerity line. Regional Distributors proven to go against this rule are automatically removed from their Regional Distributorship position.

# Terms and Conditions

## XIII. INTELLECTUAL PROPERTY

In compliance with the RA No. 8293 otherwise known as the “Act Prescribing the Intellectual Property Code of the Philippines”), RyxSkin Sincerity Philippines, Inc. reserves all the rights to all designs, symbols, literary and artistic works, and images used in commerce as its intellectual properties duly registered and protected by the Copyright Laws of the Philippines.



All present and future rights to Intellectual property including inventions and improvements, formulation, trademarks (whether registered or common law trademarks), patent, and designs, are subjected to their corresponding property rights under laws of any jurisdiction.

All rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, packaging and any work product are reserved to the company and/or their respective holders.

Deliberate usage of any RyxSkin assets without permission from the Management shall result in a legal action as a result of the violation of the Intellectual Property Code of the Philippines.

However, it should be noted, that as a Distributor or Reseller, you are given a degree of freedom in the use of the Company’s Intellectual Property, provided, that it is not used in a way that would in any way harm the business of the Company and of your fellow Distributors and/or Resellers.

Any RyxSkin asset or marketing material should not be used for brands or products not produced by RyxSkin Sincerity Philippines, Inc. with the intent of misleading customers (e.g. labeling and selling a non-RyxSkin product with the official mark of the company). All Distributors and Resellers are reminded to only purchase packages and stocks from legitimate Distributors and Resellers to assure that the products purchased are of the original article.

Case uses, such as the use of the Logo and other articles of the Company’s Intellectual Property in marketing materials (e.g. posters, banners, and unofficial merchandise) shall be allowed, provided, that the Management is notified of such use.

# Terms and Conditions

## **An example use case and its corresponding rule:**

The naming of physical storefronts and digital accounts purposely made for the sale and distribution of RyxSkin products shall be subjected to the rule below:

*When naming your physical store and/or your digital storefront/account/page, It is prohibited to use the words 'RyxSkin Sincerity', 'RyxSkin Sincerity Inc.', 'RyxSkin Sincerity Philippines, Inc.', 'RyxSkin Main', 'RyxSkin 2nd Account', 'RyxSkin Official' or any variation of the aforementioned that might be misleading to our customers and fellow distributors. These names are reserved for the brand's official pages and are thus under the exclusive use of the management.*

*Examples of prohibited names are the following:*

- Ryx
- RyxSkincerity
- Ryx Skincerity
- RyxSkin Sincerity
- RyxSkin Sincerity Philippines
- Ryx Skin Sincerity
- Ryx Skin Sincerity Philippines
- RyxSkin
- Ryx Skin
- Ryx Official
- RyxSkincerity Official
- RyxSkin Sincerity Main
- RyxSkin Official Account

*Distributors and resellers, however, can still use 'Ryx', 'RyxSkincerity', 'RyxSkin Sincerity', 'RyxSkin', or a variation of the first four as part of the name of their physical stores and/or digital accounts, as long as it does not go against the rule. An example of a recommended name is one that follows this format:*

***Ryx/RyxSkincerity/RyxSkin Sincerity/RyxSkin + area of jurisdiction***

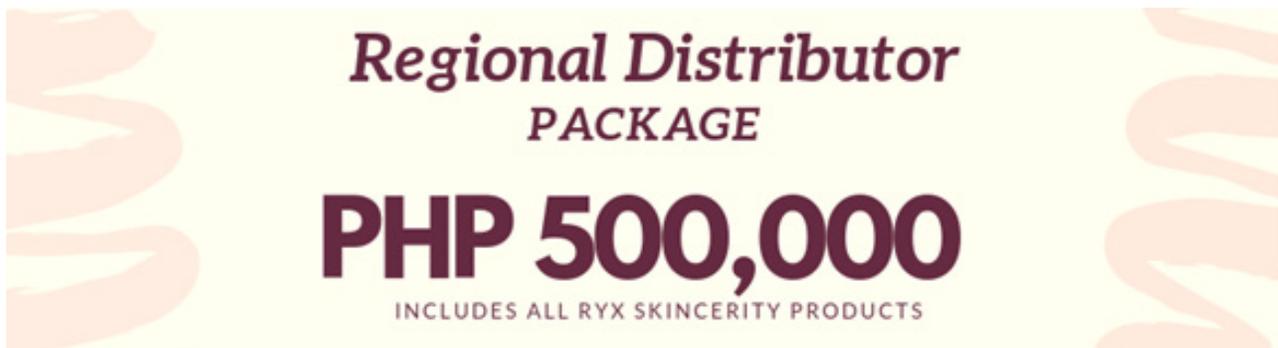
***(Examples: 'RyxSkin Palawan', 'RyxSkincerity Taguig City', 'Ryx Japan')***

If you have inquiries or you would like to consult whether the name you plan to use conforms to the rule, please do not hesitate to message the Management through its official social media pages.

# Distributor and Reseller Packages

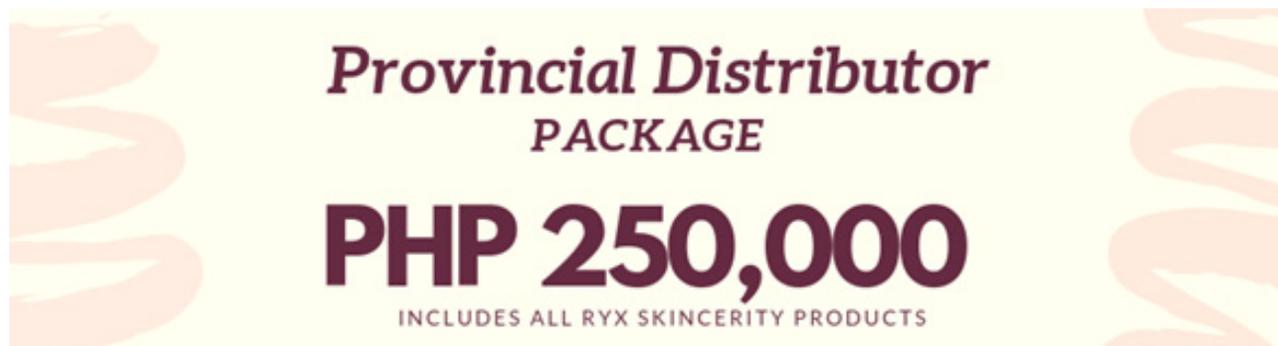
The following are the currently set Distributor and Reseller Packages, as of the date below the version number of this manual (can be found on the front page).

For Regional Distributors and Distributors who hold the highest position in a particular area, (such as in the case of international Distributors that do not yet have a Distributor covering their area or country of coverage) this package price must be paid to the Main Office (see Section IV of the Terms and Conditions for more information on payments), otherwise it shall be paid to the Distributor facilitating the entry.



### **Regional Distributor Package**

PHP 500,000 worth of RyxSkin products (computed according to the Regional Distributor price of the products). The mix of which is dependent on the person availing of the package. This price does not include the cost of shipping the products to the location of choice (among other costs that might impede the delivery if not paid).



### **Provincial Distributor Package**

PHP 250,000 worth of RyxSkin products (computed according to the Provincial Distributor price of the products). The mix of which is dependent on the person availing of the package. This price does not include the cost of shipping the products to the location of choice (among other costs that might impede the delivery if not paid).

## Distributor and Reseller Packages



**City Distributor  
PACKAGE**

**PHP 75,000**

INCLUDES ALL RYX SKINCERITY PRODUCTS

### City Distributor Package

PHP 75,000 worth of RyxSkin products (computed according to the City Distributor price of the products). The mix of which is dependent on the person availing of the package. This price does not include the cost of shipping the products to the location of choice (among other costs that might impede the delivery if not paid).



**ryxskin™**  
SINCERITY

APRIL 2021  
**P R I C E L I S T**

PRODUCT	RS	SRP
beYouthful Starter Kit	375	450
Clear Bomb	225	300
Poreless Maintenance Kit	300	350
Hydra Glow Foam Cleanser	255	350
Hydra Glow Toner	185	220
Hydra Glow Serum	250	350
Sunshield	100	120
Clearbomb Exfo. Toner 120mL	185	220
Poreless Toner 120mL	200	230
Rejuv Facial Wash 160mL	255	350
Rejuv Toner 120mL	185	220
Rejuv Serum 40mL	225	250
Glow Bar	150	200
Derm Exfoliator	160	180
Beauty Lotion	600	650
UA Rescue Cream	600	650
Slay Perfume	300	350
Ethyl Alcohol	64	70
Vagicare	165	180
Slay - Day Pad	175	220
Slay - Liner	195	250
Kenpaku Bijin	1700	1850
Face Mask	54	60
Travel Organizer	425	450
Cotton Puff	90	100

**ALL - IN ENTRY**  
**P7,500**

**MINIMUM EVERY RE-PURCHASE**  
**P2,500**

**MONTHLY QUOTA**  
**P3,500**

### Reseller Package

A minimum of PHP 7,500.00 worth of products, dependent on the mix of RyxSkin products a prospective Reseller would purchase (computed according to the Reseller price of the products, see table on the left). This price does not include the cost of shipping the products to the location of choice (among other costs that might impede the delivery if not paid).