

**INDEPENDENT BUSINESS PARTNER ("IBP") APPLICATION FORM 申请表 BORANG PERMOHONAN**
**APPLICANT'S PARTICULARS 申请人资料 MAKLUMAT PEMOHON**

Full name as in \*NRIC/Passport/Enterprise or Company Name (if not an individual) 正确姓名于\*身份证/护照或公司名字 Nama seperti dalam \*K.P./Passport/ Enterprise atau Nama Syarikat (Jika bukan individu)

\*NRIC/Passport/Bus.Reg. No.\* 身份证号码/护照/公司注册商号 \*No. K.P./Pasport/No.Pendaftaran Perniagaan

 New 新 Baru 

Nationality 国籍 Malaysian 马来西亚 Malaysia

Foreigner 外国人 Orang Asing

Gender 性别 Jantina

 Male 男 Lelaki  Female 女 Perempuan

Date of Birth 出生日期 Tarikh Lahir

 D D M M Y Y Y Y 

Race 种族 Bangsa

 Malay 巫裔 Melayu  Chinese 华裔 Cina  Indian 印裔 India  Others 其他 Lain-Lain 

Correspondence Address 邮址 Alamat surat-menyurat

State 州属 Negeri:

Country 国家 Negara:

Post Code 邮政编码 Poskod:

E-mail Address 电邮址 Alamat E-Mel

House Tel.No 家电话号码 No. Tel. rumah

Office Tel.No 办公室电话号码 No. Tel. Pejabat

Handphone No. 手机号码 No. Tel. Bimbit

Co-Applicant Name / Beneficiary Information (Compulsory if Enterprise/Company) 第二申请人

**Enroller Information 推介人资料 Butir-Butir Penaja**

Full name as in \*NRIC/Passport 正确姓名于\*身份证/护照 Nama seperti dalam \*K.P./Pasport

IBP ID 号码 Nombor

Sponsor / Placement Name (If different) 直属保荐姓名\*身份证/护照 Nama Penaja (Jika tidak sama)

IBP ID 号码 Nombor

**IBP Kit Options 会员配套选项**

 Please select ONE (1):  Associate Kit - RM 90.00 or  BPP\* - RM 1399.00 (2 AFA Plus + 2 SF+1 DS Adv) or  BPP\* Combo - RM 1399.00 (3 AFA Plus + 2 SF)

Applicant must purchase either IBP Associate Kit or IBP Business Product Pack\*

**Consent to receive payments 同意收取汇款 Persetujuan Penerimaan Bayaran**

Designated Bank (Please select one) 银行选项 (请选择一间银行)

Bank Pilihan (Sila pilih satu sahaja)

 Maybank 馬來亞銀行  
 Others 其他 Lain-Lain   
 (Bank Name/银行名字)

Account Number 户口号码 No.Akaun

I hereby allow Stemtech Malaysia Sdn Bhd to automatically bank in the bonus into my bank account.

我在此允许 Stemtech Malaysia Sdn Bhd 自动将佣金转账我的银行账户。

Saya bersetuju dengan Stemtech Malaysia Sdn Bhd untuk membuat bayaran bonus terus ke bank akaun saya melalui system auto bayar.

IBP Website Suite Option:

 Yes, please provide me with a IBP WEBSITE SUITE. Setup fee of RM 460 and a monthly fee of RM 35 will be waived when ordering, optional Business Product Pack with scheduled orders. Preferred Website Username (Default Password is 'password') \_\_\_\_\_ .stemtech.com

是, 请给我一个IBP网站套件。当购买 Business Product Pack 同时设预定订单 (scheduled orders) 时, 可豁免RM 460的安装费用和RM 35的月租费用。这是一个可选择的项目。网站名字为 \_\_\_\_\_ .stemtech.com

Ya, saya memerlukan IBP WEBSITE SUITE. Yuran penubuhan RM 460 dan yuran bulanan RM 35 akan dikecualikan apabila pembelian Business Product Pack dan pembelian berjadual ditetapkan (Scheduled Orders), ini tergantung kepada pilihan anda. Nama Website Pengguna (Kata laluan 'password') \_\_\_\_\_ .stemtech.com

 I agree with the terms and conditions on the reverse page. 我同意在后页的条款和条件。

Saya bersetuju dengan terma dan syarat yang tertakluk di muka surat belakang ini.

 I disagree with the terms and conditions on the reverse page. 我不同意在后页的条款和条件。

Saya tidak bersetuju dengan terma dan syarat yang tertakluk di muka surat belakang ini.

 Applicant's Signature 申请人签名  
 Tandatangan Pemohon

 Co-Applicant's Signature 第二申请人签名  
 Tandatangan Pemohon Kedua

 Date 日期  
 Tarikh

The Company reserves the right to approve or reject this application. 公司有权批准或拒绝该申请的权利。Syarikat berhak menolak atau meluluskan permohonan ini.

White - Company Copy Pink - Applicant Copy Yellow - Enroller Copy

**Stemtech Malaysia Sdn. Bhd.** (807347X)(AJL931740)

Unit 5-1, 151 Jalan Klang Lama, 3rd Mile Square, 58100 Kuala Lumpur. (Phone:(603) 79802007 Fax: (603)79809700

Website: www.stemtech.com Email: psmalaysia@stemtech.com

**Schedule Payment 缴款日期**

Credit Card 信用卡 VISA/MASTER (Circle)

 Credit Card No. 信用卡号码 No. Kredit Kad 

 Expiry Date 到期日  Month 月  Year 年  
 Tarikh Tamat Bulan Tahun

 Cardholder Name: 

 Schedule 预定订单:  Start THIS month 这个月开始 Bermula bulan INI

 Start NEXT month 下个月开始 Bermula bulan DEPAN

Schedule Order Date:

 5th of the month/每月的第5天  
 15th of the month/每月的第15天  
 25th of the month/每月的第25天

Schedule delivery or collection:

 My schedule pick up at office  
 在办公室领取Ambil di pejabat  
 My schedule to be couriered  
 快递服务Penghantaran kurier

**FOR OFFICE USE**

Received By :

Date :

 Agreement :  
 Approved by :

## INDEPENDENT BUSINESS PARTNER (“IBP”) AGREEMENT

The following represents the contract and statement in writing of the material terms of the agreement between the IBP and Stemtech Malaysia Sdn. Bhd. (“Stemtech”) In compliance with regulation 6, Direct Sales (Schemes and Conduct) Regulations 2001.

1. I declare that I am at least 18 years old or above upon submitting this application.
2. I understand that I am an independent business operator dealing in direct selling business of Stemtech and I am not its employees and/or agent.
3. I will be solely responsible for all expenses and taxable arising from my sales of Stemtech’s products.
4. I had read the Stemtech Policies & Procedures as publicly displayed on [www.stemtech.com/my](http://www.stemtech.com/my) and the Stemtech Marketing and Compensation Plan as publicly displayed on [www.stemtech.com](http://www.stemtech.com) and the Direct Sales Act 1993 and agree to abide by its provisions and regulations therein stated. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Stemtech. I understand that these Terms and Conditions, the Stemtech Policies and Procedures, or the Stemtech Marketing and Compensation Plan may be amended at the sole discretion of Stemtech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on Stemtech’s website ([www.Stemtech.com](http://www.Stemtech.com)), e-mail or WhatsApp to Business Partners, included in Stemtech periodicals, and/or included in product orders, or other special mailings. Amendments shall become effective 30 days after publication. The continuation of my Stemtech business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. I fully understand that a violation of any of the terms herein, the Stemtech Code of Conduct, Policies and Procedures and/or any rightful obligations owed to Stemtech may result in the termination of my membership as an IBP with such ensuing disciplinary actions that may be deemed appropriate by the management of Stemtech.
6. I shall declare all earnings arising from this membership from my activities as a Stemtech IBP and pay all applicable taxes to the Inland Revenue Department of Malaysia.
7. As a Stemtech IBP entrusted with top quality products, I will strive to develop my business in Stemtech in the most efficient and ethical of ways. I shall also undertake to guide and assist each and every one of my downline distributors (if any) in building their Stemtech business in this same manner.
8. I shall not violate the Direct Sales Act. 1993 and shall not attempt to induce any purchase from customers by misquoting any of the products distributed by me or the direct sales opportunity of Stemtech.
9. I shall not misappropriate any monies entrusted to me by my downline distributors and/or any customers and/or any other persons arising from my position as a distributor.
10. I shall not accept any form of corrupted offers from any other persons in sponsoring new recruits or promoting Stemtech products by virtue of and/or in relation to my position as an IBP in any manner whatsoever.
11. I shall comply always with the prevailing product price list issued from time to time by the management of Stemtech with the protection of the interests of all IBPs in mind.
12. I shall not use any other sales aid(s) and/or distribute any form of communication whatsoever other than those supplied by Stemtech.
13. I shall not alter and/or vary any of Stemtech product(s), its/their contents(s) and/or its/their packaging in any manner whatsoever unless and until prior written consent by Stemtech has first been obtained.
14. I declare that I shall describe all Stemtech products honestly and completely at all times.
15. I shall not make any false claims and/or representations in any manner whatsoever concerning any commitment to quality control by Stemtech.
16. I fully understand and agree that I am strictly and unequivocally prohibited from promoting Stemtech products and/or its activities and/or to recruit any new members through the mass media any manner whatsoever unless and until the prior written consent by Stemtech has first been obtained.
17. I declare that I shall comply with the regulations and laws of Malaysia which includes the prevailing Direct Sales Act always.
18. I fully understand and agree to honour retail Guarantee, returns and refund obligations as per Section 8 of Policies and Procedures.
19. I understand and agree unconditionally that Stemtech is fully entitled to take such appropriate action with regard to my IBP status herein at any time if I am found and/or suspected of being in breach of any terms of this Agreement and/or being engaged in any conduct which may bring disrepute to Stemtech and/or which violates any laws, regulation or ordinance, and/or any Stemtech Policies and Procedures.
20. I agree to Stemtech’s Personal Data Protection Notice as publicly displayed on [www.stemtech.com/my](http://www.stemtech.com/my) and attached to IBP Application Form.

## PERSONAL DATA PROTECTION NOTICE (“PDP NOTICE”)

The Personal Data Protection Act 2010 (PDPA) took effect to regulate the processing of personal data in commercial transactions. This Act applies to Stemtech Malaysia Sdn. Bhd. (hereinafter referred to as “Stemtech”, “our”, “us” or “we”).

1. This written notice serves to inform you that your personal data is being processed by or on behalf of Stemtech.
2. The personal data processed by us includes name, age, identity card number, address, gender, date of birth, race, nationality, e-mail, mobile phone number, phone number, contact details and other information, will be collected, used and otherwise processed by us for the following purposes:
  - a) To process your Independent Business Partner (“IBP”) application.
  - b) To contact, serve and support you as our IBP or conduct internal surveys.
  - c) To process your sales, purchase transaction.
  - d) To process your bonus, incentives and benefits and administer your payments.
  - e) To administer your participation in company events, activities and company organized programs.
  - f) To provide you with company information about products and sales promotion etc.
3. It is obligatory that you supply us with the personal data unless we otherwise specify. If you fail to supply to us the personal data which is obligatory to be provided by you, we may not be able to process your personal data for any of the Purposes.
4. Whilst we strive to keep your information or data accurately recorded, you are responsible to ensure that the personal data you provide us is accurate, complete and up to date. You may access and request for correction of personal data and to contact us with any enquiries or complaints in respect of your personal data to Customer Service at [psmalaysia@stemtech.com](mailto:psmalaysia@stemtech.com) or telephone call at 603-7980 2007.

Stemtech Malaysia Sdn Bhd  
Customer Service  
Unit 5-1, 151, Jalan Klang Lama  
3<sup>rd</sup> Mile Square,  
58100 Kuala Lumpur

5. Your personal data may be transferred to a place outside Malaysia.
6. We trust that your consent and agree to the terms above with respect to our processing of your personal data and information. If you do not consent to the above, you may inform us of this by writing to our Customer Service.

## NOTIS AKTA PERLINDUNGAN DATA PERIBADI (“NOTIS PDPA”)

Akta Perlindungan Data Peribadi 2010 (PDPA) telah berkuatkuasa untuk mengawal selia pemprosesan data peribadi dalam semua urusan komersial yang dijalankan oleh Stemtech Malaysia Sdn Bhd (seterusnya dirujuk sebagai “Stemtech” ataupun “kami”).

1. Notis ini adalah untuk memaklumkan kepada anda bahawa data peribadi anda diproses oleh dan bagi pihak Stemtech.
2. Data peribadi yang diproses termasuklah nama, umur, nombor kad pengenalan, alamat, jantina, tarikh lahir, kaum, kewarganegaraan, e-mel, nombor telefon bimbit, nombor telefon, butiran kenalan dan informasi lain lain akan dikumpul dan diguna bagi pihak kami untuk bertujuan berikut:
  - a) Untuk memproses permohonan anda sebagai Independent Business Partner (“IBP”).
  - b) Untuk menghubungi, berkhidmat dan menyokong anda sebagai IBP kami atau menjalankan tinjauan dalaman.
  - c) Untuk memproses transaksi jualan dan pembelian anda.
  - d) Memproses bonus, insentif dan faedah anda dan mentadbir pembayaran anda.
  - e) Untuk mentadbir penyertaan anda dalam acara syarikat, aktiviti dan program yang dianjurkan oleh syarikat kami.
  - f) Memberi anda maklumat syarikat tentang produk dan promosi jualan dan sebagainya.
3. Anda bertanggungjawab untuk memberikan kami data peribadi anda kecuali kami meminta sebaliknya. Sekiranya anda gagal memberikan data peribadi yang diperlukan, maka kami tidak dapat memproses data peribadi anda untuk tujuan yang tersebut di atas.
4. Walaupun kami berusaha menyimpan maklumat atau data anda dengan tepat, anda bertanggungjawab untuk memastikan bahawa data peribadi yang anda berikan kepada kami adalah tepat, lengkap dan terkini. Anda boleh mengakses dan meminta pembedahan data peribadi dan menghubungi kami dengan sebarang pertanyaan atau aduan berkenaan dengan data peribadi anda kepada Perkhidmatan Pelanggan di [psmalaysia@stemtech.com](mailto:psmalaysia@stemtech.com) atau panggilan telefon di 603-7980 2007.

Stemtech Malaysia Sdn Bhd  
Customer Service (Perkhidmatan Pelanggan)  
Unit 5-1, 151, Jalan Klang Lama  
3<sup>rd</sup> Mile Square,  
58100 Kuala Lumpur

5. Data peribadi anda mungkin dipindahkan ke luar Malaysia.
6. Kami mempercayai bahawa persetujuan anda dengan syarat-syarat di atas berkenaan pemprosesan data dan maklumat peribadi anda dengan kami. Jika anda tidak bersetuju dengan syarat-syarat di atas, anda boleh memaklumkan tentang ini dengan menulis kepada Perkhidmatan Pelanggan (Customer Service) kami.