



## **DISTRIBUTORS' CODE OF CONDUCT AND ETHICAL STANDARD**

**Amended as of July 1, 2023**

**Pursuant to the Company's core values of Credibility, Leadership, Equality, Allegiance, and Resiliency (CLEAR), ALL members are strictly enjoined to observe the Code of Conduct and Ethical Standards, as well as the regulations issued by the Company from time to time. The penalties prescribed below do not restrict the Company from imposing a lighter or heavier penalty, taking into consideration the circumstances of each case.**

### **CODE NO. 1 - LOYALTY**

All members shall at all times, remain loyal to the Company and its policies being issued from time to time by not committing acts that are not limited to associating, representing, sponsoring, conspiring in any mode and form for the benefit or advantage directly or indirectly of competing companies, partnership or individual, either domestic or abroad, neither introduce, present, promote, offer or sell, in any form nor manner their products, services and marketing programs and/or plans or a combination thereof, whether tangible or intangible.

UNO Meetings may not be used as a forum to discuss or express personal beliefs or promote any other organization, company, event, or individual.

#### **PENALTIES**

**FIRST OFFENSE:** Written Reprimand and one (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

**SECOND OFFENSE:** Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 2 – HONESTY AND PROFESSIONALISM**

All members are strictly enjoined to be honest and professional in all conducts and dealings locally and abroad by not making, agitating, encouraging written or oral derogatory or defamatory remarks, utterances, or any statement in any form that discredit and disrepute the Company, its centers or any of its service branch, which at the same time malign the credibility of its officers and employees.

#### **PENALTIES**

**FIRST OFFENSE:** Written Reprimand and one (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.



SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 3 - MISREPRESENTATION**

All members are strictly enjoined to be professionals in all acts and bearings, dealings, or transactions by not committing any false statements or misleading information, such as, but not limited to misrepresentation, exaggeration, disinformation, vane promises, introducing spurious products or services, or circumventing the marketing plans or programs of the Company that contravene the tenor and purposes thereof.

#### **PENALTIES**

FIRST OFFENSE: Written Reprimand and one (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 4 – INTEGRITY AND CREDIBILITY**

All members are strictly enjoined to be honest and credible in all deeds by not committing acts against the Company or fellow members which are not limited to:

- a. Imitating or counterfeiting any handwriting, or signature;
- b. Causing it to appear that a member has participated in any act or activity when he did not so participate;
- c. Alluding or pointing to members who have participated in an act, activity, or statements other than those made by them;
- d. Inserting untruthful statements in a narration of facts such as those in the affidavit, deed, and other documents similar thereto;
- e. Altering true dates;
- f. Making any alteration or intercalation in a genuine document that alters or changes its meaning;
- g. Issuing in an authenticated form of a document purporting to be a copy of an original document when no such original exists;

#### **PENALTY**



FIRST OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 5 - RESPECT**

All members are strictly enjoined to observe humility and respect towards fellow members, officers, and employees of the Company, by not committing directly or indirectly any inimical or malevolent acts which are but not limited to rudeness, disrespect, and discourtesy.

#### **PENALTIES**

FIRST OFFENSE: Written Reprimand.

SECOND OFFENSE: One (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

THIRD OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 5A – USE OF SOCIAL MEDIA**

1. All members are strictly prohibited from making malicious and/or defamatory posts in public about the company and/or its officers/members by using a computer network and/or electronic information system or any information technology means including the use of social media accounts and by any of the following ways:

- a) Eavesdropping, interception, recording, transferring, transmitting, or disclosure of conversations or communications, or audio or visual materials.
- b) Photographing others or creating, transferring, disclosing, copying, or saving electronic photos.
- c) Publishing comments about or post contact details or photographs of, officers/members of the company where these might be deemed as offensive or breaching privacy even if true and correct. This includes posts where individuals are not named but can be readily identified by themselves or others from the information posted.
- d) Amending or processing a record, photo, or scene for defamation of or offending the company, and/or its officers/members.

2. All members are prohibited to disclose confidential information relating to the company and/or its officers/members to a third party through the use of a computer network and/or electronic information system or any information technology means including the use of social media accounts.

For the avoidance of doubt, group chat is considered public in nature.

#### **PENALTIES**



FIRST OFFENSE: Removal of all existing publications, issuance of public apology copied to all third parties who were in any way involved in the matter, cease from publishing defamatory statements, and one (1) month suspension of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution and perpetual deactivation of all accounts as warranted by the circumstances at the discretion of the Company.

SECOND OFFENSE: In addition to the penalties prescribed for the first offense, perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 6 – RELATIONSHIP BETWEEN DISTRIBUTORS**

All members are strictly enjoined to have a sense of equality and sincerity towards fellow members by observing the 2-month rule. Under this rule, a sponsor has a 2-month immunity period from the presentation of the marketing plan or program of the Company and signing of an application form by the prospective member, within which fellow members shall not interfere, recruit, intervene, or alienate said prospective member at the prejudice of the first member. The requirement of signing an application form can be dispensed with if the prospective member admits that the original sponsor has presented to him the marketing plan or program of the Company or can be supported by other competent evidence.

### **CODE NO. 6A – BAD FAITH AND CIRCUMVENTION OF THE PROVISION**

Even after the lapse of the 2-month period, if it can be proved by competent evidence that the sponsor influenced or convinced the prospective member to wait for the lapse of the 2-month period so that he can recruit him, this provision is violated.

### **PENALTIES**

FIRST OFFENSE: As the member who interfered, intervened, or alienated the prospective member within the 2-month period at the prejudice of the first member shall suffer the penalty of one (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation. On the other hand, the account of the prospective member who later became a member shall be placed in the networking group of the first member/sponsor. The violator shall also pay the expenses for the transfer of the recruited member to the original sponsor.

SECOND OFFENSE: Six (6) months deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution. The violator shall also pay the expenses for the transfer of the recruited member to the original sponsor.

THIRD OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.



### **CODE NO. 7 - DECENCY**

All members are strictly enjoined to be at all times clothed with integrity and a sense of oneness and unity, by not committing any immoral act or conduct which tends to debase Company policies, transgress decency, morals, and good behavior, while inside or within the Company premises, its centers or service branch.

#### **PENALTIES**

**FIRST OFFENSE:** Written Reprimand

**SECOND OFFENSE:** Stern warning with one (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

**THIRD OFFENSE:** Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 8 - FRAUD**

All members are strictly enjoined not to commit any fraudulent act or pretenses to the prejudice directly or indirectly of the Company or fellow member by not committing acts which are not limited to:

- a. Using a fictitious name, falsified documents or dummy, or using other similar deceits purportedly to obtain personal gain and interest;
- b. By altering the quality, fineness, or weight of the product or any products about the business of the Company or imitating any of those products;
- c. Any acts done to fellow member or to the Company which constitute estafa, and other forms of swindling under the Revised Penal Code.

#### **PENALTIES**

**FIRST OFFENSE:** Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 9 – LIMITATION OF NUMBER OF ACCOUNTS amended July 1, 2023**

No member shall exceed 15 for local accounts and 15 Premier Accounts (including Corporate accounts counted as one), with a total of 30 for both Local and Premier accounts. This includes illegal stacking of accounts to manipulate in purpose the compensation program of the Company. This shall comprise also using a fictitious name, or dummy, or using other similar deceits purportedly to obtain personal gain and interest.

#### **PENALTIES**



FIRST OFFENSE: Written Reprimand, voiding of all excess accounts following the rule of: (latest encoded accounts all subject to voiding).

SECOND OFFENSE: Written Reprimand with two (2) months deactivation of all the accounts including accounts in question with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution. All excess accounts will be permanently deactivated. Affected accounts of the downlines will be recalled and will be placed under one group together will all their respective fruits and/or growth.

THIRD OFFENSE: Perpetual deactivation of all the accounts including accounts in question, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

THIRD OFFENSE: Perpetual deactivation of all the accounts including accounts in question, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

#### **CODE NO. 10 – MEMBERSHIP RIGHTS AND USE OF ACCESS PIN CARDS**

Every new member is entitled to receive a Welcome KIT containing the following after payment:

1. Membership Activation PIN or card
2. Marketing Materials
3. Complete the Product Package
4. Receipt after Payment

For local accounts, the new member should encode his membership activation pin within three (4) days from the date of payment or purchase.

- PIN Encoding cut-off 10pm-Last Day of PIN Expiration

In case the member requests the sponsor to pay on his behalf, the sponsor is obligated to:

1. Secure authorization from the member to receive the product package and membership activation pin and submit a copy of 2 valid identification cards of the new member.
2. Inform the new member of the existence of the membership activation pin, and contents of the Welcome Kit and give the complete product package
3. Encode the access card in the name of the member within three (3) days from the date of purchase.
4. Give a copy of the Receipt to the new member



## PENALTIES

FIRST OFFENSE: Two (2) months deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind in favor of the Company, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 11 – EMPLOYEES' RECRUITMENT LIMITATION**

It is prohibited to recruit any UNO employee up to the employee's 3rd-degree level of affinity of consanguinity. It is unethical for the business that an employee of the Company shall earn directly or indirectly from the compensation plan of the Company. The penalty shall apply to both the employee and the sponsor, except when the affinity occurs after the membership of a qualified person.

## PENALTIES

FIRST OFFENSE: For the employee, all accounts will be perpetually deactivated with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to the administrative sanction of possible termination of his employment.

For the sponsor, two (2) months of deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

SECOND OFFENSE: For the sponsor, perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

### **CODE NO. 12 – ILLEGAL PAYMENT SCHEMES**

All members are strictly prohibited from encouraging the acts of pawning, or selling of any material objects such as laptops, cellular phones, PSP, jewelry, and the likes to defray necessary expenses for the cost of the product package of any prospective members. This shall include demanding reservation and/or "down payment scheme" either in cash or in the form of items (such as laptops, cellular phones, PSP, jewelry, and the like) to guarantee an alleged "slot" to encourage prospective distributors and offering access PINS without the product package that made sold below the Company's regulated product package price; including persuading, directly or indirectly, other distributor either to acquire or sell access PINS/Cards.

It is also prohibited to offer access to PINS without the complete product package.

It is prohibited to acquire and/or purchase and/or sell access PINS from one country to another country.





All members are enjoined to sell the products or membership packages of the Company based on the Management's approved price and avoid selling them at a lower price.

#### PENALTIES

FIRST OFFENSE: One (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

Should the upline of this proven guilty distributor belong to the top earner roster, the upline will automatically not qualify for a duration of one (1) year.

#### **CODE NO. 13 – UNAUTHORIZED TRANSFER OF MEMBERS**

All members are strictly prohibited from transferring and encourage the acts of transferring from one group to another

#### PENALTIES

FIRST OFFENSE: Two (2) months deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution

#### **CODE NO. 14 – PROHIBITION ON CROSSLINING**

All liners that are produced from a direct sponsor through crosslining shall be reverted to their original sponsor. All required pins will be paid by the sponsor who violated the prohibition. Any penalty shall be imposed on the person who induced another to crossline and the liner who transferred to another line because they both violated the prohibition. A husband and a wife are considered as one and conjugal, so they should be in one structure or group. In case of non-compliance, it will be considered as crosslining by the act.

#### PENALTIES

FIRST OFFENSE: Affected account/s shall be recalled and will be placed in one (1) networking group together with all their respective fruits and/or growth.

Written Reprimand with two (2) months deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.





SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution

### **CODE NO. 15 – UNAUTHORIZED USE OF UNO TRADEMARKS, TRADENAMES, AND LOGOS**

Members shall not use the trademark, tradename, or logo of the Company in any mode or form without the prior written approval of the Management. The use of a website, Facebook, and other similar means that are confusingly similar to the UNO website or Facebook or other online marketing tool is strictly prohibited. Members are obliged to abide by the digital guidelines of the Company.

No member or any other person may reproduce, in whole or in part, any printed material or audio or visual recordings that have been produced by UNO unless given written authorization to do so by UNO.

Members or other persons who may want to incorporate UNO materials such as but not limited to product brochures, marketing plan brochures, UNO magazines, audio/visual recordings, or other literature, into their presentations to their member organization/group or for informal purposes, may do so only if they have received prior written approval from UNO.

### **PENALTIES**

FIRST OFFENSE: One (1) month deactivation of all the accounts with forfeiture in favor of the Company of all the benefits, privileges, commissions, and other remunerations either monetary or in kind, which accrued at the time of the commission of the violation, without prejudice to criminal prosecution.

SECOND OFFENSE: Perpetual deactivation of all the accounts, as well as forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or in kind, in favor of the Company which accrued at the time of the commission of the violation, without prejudice to criminal prosecution

### **CODE NO. 16 – PERMISSIBLE SPONSORSHIP OF DORMANT ACCOUNTS – amended July 1, 2023**

Members who have no maintenance or sponsor for at least one (1) year can be sponsored by any other member in good standing provided that written approval is secured from UNO Management. This privilege should not be circumvented or exercised in bad faith because the member and the sponsor will be both penalized with the penalties applicable for cross lining if found liable. All inactive accounts should be voided and new sign-up should be done to a new sponsor or direct referral.

### **CODE NO. 17 – COMPLIANCE**

The Board of Directors of the Company is committed to high standards of corporate governance, which it considers critical to business integrity and to maintaining clients' trust in the Company. The Company expects all its members to comply with its policies, directions, and the content of this Code with honesty, integrity, and fairness. All members and distributors are required to comply with all of the applicable laws, rules, and regulations of the Philippines and other countries or jurisdictions, in which the Company conducts its business. Local laws may in some instances be less restrictive than the principles outlined in this Code. In those situations, members and distributors should comply with the Code, even if the conduct would otherwise be legal under applicable local laws. On the other hand, if local laws are more restrictive



Unlimited Network of Opportunity International Corporation  
West Insula Building, UNO Headquarters, Quezon City

than the Code, Covered Persons should comply with applicable local laws. Further, any provision of this Code that is contrary to law in a particular jurisdiction will have no force or effect in that jurisdiction solely concerning such provision(s), although this Code (including any such provision) will remain applicable in all other jurisdictions

**Violation of this Code shall be dealt with severely, to which the Company may in its sole and absolute discretion impose appropriate and necessary actions to non-compliant members.**

**Important Notes:**

- The Company may in its sole and absolute discretion take whatever actions or measures it deems necessary and appropriate, including but not limited to, suspension, forfeiture of earnings, monetary fines, obligation to reimburse UNO's legal fees, permanent loss of lineage, or perpetual deactivation of membership
- The Company has the sole and absolute discretion to determine the appropriate penalty/sanction based on the severity of the violation and damage that resulted or could result from the action/s made.
- The Company has the right to impose a heavier penalty depending on the gravity of the violation/s.
- UNO may hold the Upline/s of the violator responsible for violations of these Ethical Standards if investigations find they know of them or were a party to them.
- The Company reserves the right to amend, or suspend in whole or in part the implementation of this policy/guidelines.
- If a member wishes to appeal a decision reached by UNO in cases concerning suspension, monetary sanctions, or termination of Membership, the member has 10 days from the date of receiving written notification from UNO advising of the decision, to submit additional information or facts they believe should be considered. If the request for appeal is not received within the allotted period, the request will be denied. Likewise, UNO will advise the Member in writing of the results of his appeal if the request has been submitted within the allotted time.

*To protect the goodwill and reputation of UNO and its Members, UNO urges its members to promptly and properly advise the Ethics Department of UNO of violations of the Distributors' Code of Conduct and Ethical Standards by completing the Complaint Form which can be obtained from below contact person and number:*

**Contact Information:**

**Smart: +639475971248**

**Globe: +639177442199**

**Viber: +639177652534**

**Facebook page: <https://web.facebook.com/UnoLocalCustomerCare>**

**Google Play App: Uno Local**

**Email: [uno.customerservicelocal@uno-corp.com](mailto:uno.customerservicelocal@uno-corp.com)**