

CODE OF PRACTICE AND BUSINESS CONDUCT OF 2018

PREFACE

This Code contains guidance on the interaction between:

1. DSAP member Companies and their existing and prospective Direct Sellers;
2. DSAP member Companies and their Direct Sellers and Consumers of the Company's Products;
3. DSAP member Companies as they compete in the marketplace; and,
4. Individual complainants, the DSAP Code Administrator, and DSAP member Companies; and,
5. DSAP and the member Companies.

Employees and Direct Sellers of DSAP member Companies are not bound directly by this Code, but shall be required by their Companies to adhere to it or to rules of conduct which meet this Code's standards.

1. GENERAL

1.1 PURPOSE OF THE CODE

This Code is designed to serve the following purposes:

- 1.2 Assist in the protection and satisfaction of consumers;
- 1.3 Promote fair competition within the framework of free enterprise;
- 1.4 Enhance and maintain the image of trust in, and respect for, direct selling;
- 1.5 Promote and maintain the highest standard of merchandising and servicing practices; and,
- 1.6 Protect the income opportunities of those engaged in the direct selling business.

1.2 INTERPRETATION

- 1.2.1 This Code shall be interpreted strictly in accordance with its purposes as set forth above, and the objectives of the Association.
- 1.2.2 The written requirements as well as the underlying spirit of the Code are to be given equal weight in its application.
- 1.2.3 As a member of the WFDSA, the Association is bound by the Code of Ethics of the WFDSA. In case of conflict between the provisions of this Code and the Code of Ethics of the WFDSA, the latter shall prevail.
- 1.2.4 Under no circumstances shall this Code be interpreted or applied to allow a standard of ethical behavior lower than those set by agreement, law or jurisprudence.

1.3 GLOSSARY OF TERMS

For purposes of this Code, capitalized terms shall have the following meaning:

- 1.3.1 **Association** means the Direct Selling Association of the Philippines, Inc. as a corporate entity separate and distinct from each of its member Companies.
- 1.3.2 **Board of Trustees** means the Board of Trustees of the Direct Selling Association of the Philippines, Inc.

- 1.3.3 **Code** means the DSAP Revised Code of Practice and Business Conduct of 2009.
- 1.3.4 **Code Administrator** means an independent person duly appointed by the Association to monitor a Company's compliance with this Code, resolve complaints for violation of this Code, and answer all queries from Companies relating to this Code and its application, and, when appropriate, suggest for consideration and adoption by the Board of Trustees, new regulations, definitions or implementations to make the Code more effective.
- 1.3.5 **Company** means a business entity that (i) utilizes a direct selling system to market its Products, and (ii) is a member of the DSAP.
- 1.3.6 **Consumer or Customer** means any person who purchases and consumes Products from a Direct Seller or a Company.
- 1.3.7 **Consumer Act of the Philippines** means Republic Act No. 7934, including any amendments thereto prior or subsequent to the effectivity of this Code.
- 1.3.8 **Direct Seller** means a person or entity that is entitled to buy and/or sell the Products of a Company and that may be entitled to recruit other Direct Sellers. Direct Sellers predominantly market consumer products directly to Consumers away from a permanent, fixed retail location, usually through the explanation or demonstration of products and services. A Direct Seller may be an independent commercial agent, independent contractor, independent dealer or distributor, employed or self-employed representative, or any other similar sales representative of a Company.
- 1.3.9 **Direct Selling** means the system of distribution of goods or services where a Direct Seller personally solicits or effects a sale, with or without an invitation from the consumer, at a place other than a permanent retail location or the place of business of the Company, usually through explanation or personal demonstration.
- 1.3.10 **DSA** means the Direct Selling Association of a country other than the Philippines.
- 1.3.11 **DSAP** means the Direct Selling Association of the Philippines.
- 1.3.12 **Employee** means any person who is engaged by a Company to act in its behalf or for its benefit, regardless of the existence of an employer-employee relationship between them under the Labor Code of the Philippines.
- 1.3.13 **Company** means an entity offering products for sale or rent through direct selling, which is duly registered as a member of the Association.
- 1.3.14 **Old Code** means the DSAP Code of Practice and Business Conduct in effect prior to the effectivity of the DSAP Revised Code of Practice and Business Conduct.
- 1.3.15 **Order Form** means a printed or written document confirming the details of a Consumer order, and providing a sales receipt to the Consumer. In the case of Internet purchases, a form containing all the terms of the offer and purchase provided in a printable and downloadable format.
- 1.3.16 **Product** means any tangible or intangible consumer goods and services offered for sale by a Company to the public.
- 1.3.17 **Recruitment** means the act of inviting, inducing, enlisting, utilizing, or hiring a person to be an employee or Direct Seller of a Company. This includes an invitation or enticement to apply with another Member Company, whether or not the person invited or enticed acts upon the same.
- 1.3.18 **WFDSA** means the World Federation of Direct Selling Associations.

1.3.19 *WFDSA Code of Conduct* means the Code of Conduct of the WFDSA, and any amendments thereto, in force during or after the effectivity of this Code.

1.4 COMPANIES

Companies pledge to adopt and enforce a code of conduct that incorporates at minimum provisions of this Code as a condition of admission and continuing membership in the DSAP. Companies also pledge to publicize this Code, its general terms as they apply to Consumers and Direct Sellers, and information about where Consumers and Direct Sellers may obtain a copy of this Code.

1.5 DIRECT SELLERS

Direct Sellers are not bound directly by this Code but, as a condition for membership in the Company's distribution system, shall be required by the Company with whom they are affiliated to adhere to rules of conduct. of this Code.

1.6 SELF-REGULATION

This Code is not law, but its obligations require a level of ethical behavior from Companies and Direct Sellers which conforms with or exceeds applicable legal requirements. Non-observance of this Code does not create any civil law responsibility or liability. However, the provisions of this Code remain applicable to events or transactions that occurred during the time a Company was a member of the Association.

1.7 LOCAL REGULATIONS

Companies and Direct Sellers must comply with all requirements of law in any country which they do business. Therefore, this Code does not restate all legal obligations; compliance by Companies and Direct Sellers with laws that pertain to Direct Selling is a condition of acceptance by, and continuing membership in, the Association.

1.8 EXTRATERRITORIAL EFFECT

As a condition for continuing membership in the Association, each Company shall comply with the WDFSA World Codes of Conduct for Direct Selling with regard to selling activities outside of its home country, unless those activities are under the jurisdiction of Codes of Conduct of another country's Direct Selling Association to which the Company also belongs.

Should a company be subject of a Code Complaint in a country in which it is not a member (but where it does business), the company must accept jurisdiction of the Code Administrator in its home country (or if the company is not a member in its home country, any country in which it is a DSA member), and shall bear reasonable cost incurred by the home country Code Administrator associated with resolution of the complaint. Moreover, the Code Administrator of the home country may coordinate with the Code Administrator (if one exists) of the complainant's country and, in evaluating the alleged Code Complaint, apply, in order of priority, (i) the standards of the Code of Ethics in the country in which the complaint is filed, or (ii) the standards of the Code of Ethics in the subject company's home country, or, (iii) at a minimum, the standards set forth in the WFDSA Code of Ethics.

2. CONDUCT FOR THE PROTECTION OF CONSUMERS

2.1 PROHIBITED PRACTICES

2.1.1 Direct Sellers shall not use unlawful, unfair, misleading, deceptive or unconscionable sales and recruitment practices.

2.1.2 No Company shall operate or be involved in any form of pyramid selling scheme.

2.2 COMPLIANCE

Each Company shall educate, and ensure compliance by, their employees and Direct Sellers on the provisions of this Code, the WFDSA Code of Conduct, the Consumer Act of the Philippines, and other related laws, including those enacted prior to or after the effectivity date of this Code, which govern consumer product and service warranties.

2.3 IDENTIFICATION

At the initiation of a sales presentation, Direct Sellers shall, without request, truthfully and clearly identify themselves; the identity of their Company; the nature of their Products; and the purpose of their solicitation to the prospective Consumer.

2.4 EXPLANATION AND DEMONSTRATION

Direct Sellers shall offer Consumers accurate and complete Product explanations and demonstrations regarding price and, if applicable, credit terms; terms of payment; a cooling-off period, including return policies; terms of guarantee; after-sales service; and delivery dates. Direct Sellers shall give accurate and understandable answers to all questions from Consumers. To the extent claims are made with respect to product efficacy, Direct Sellers shall make only those verbal or written product claims that are authorized by the Company.

2.5 ORDER FORM

A written Order Form shall be delivered or made available to the Consumer at or prior to the time of the initial sale. In the case of a sale made via mail, telephone, the Internet, or similar non face-to-face means, a copy of the Order Form shall have been previously provided, or shall be included in the initial order, or shall be provided in printable or downloadable form via the Internet. The Order Form shall identify the Company and the Direct Seller and contain the full name, permanent address and telephone number of the Company or the Direct Seller, and all material terms of the sale. Terms of a guarantee or a warranty; details and limitation of after-sales service; the name and address of the guarantor; the duration of the guarantee; and the remedial action available to the Consumer shall be set out clearly in the Order Form or other accompanying literature provided with the Product. All terms shall be clear and legible.

2.6 LITERATURE

Promotional literature, advertisements and mailings shall be accurate and truthful as to price, grade, quality, make, value, performance, quantity, currency of model and availability. They shall not contain Product descriptions, claims, photos or illustrations that are deceptive or misleading.

Promotional literature shall contain the name and address or telephone number of the Company and may include the telephone number of the Direct Seller.

2.7 TESTIMONIALS

Companies and Direct Sellers shall not use any testimonial or endorsement that is unauthorized, untrue, obsolete or otherwise inapplicable, unrelated to the offer or used in any way likely to mislead the Consumer.

2.8 COMPARISON AND DENIGRATION

Companies and Direct Sellers shall not use comparisons which are misleading. Points of comparison shall be based on facts which can be substantiated. Companies and Direct Sellers shall not unfairly denigrate any Company, business or Product, directly or by implication. Companies and Direct Sellers shall not take unfair advantage of the goodwill attached to the trade name and symbol of another Company, business or Product.

2.9 COOLING-OFF

Whether or not it is a legal requirement, Companies and Direct Sellers shall offer a cooling-off period permitting the customer to cancel an order within a specified, reasonable period of time. The cooling-off period shall be clearly stated and shall apply equally to direct sales and distance sales (i.e. telephone, mail, or online orders) Limitations or exemption from the obligation to provide a cooling-off period may be allowed only in limited cases allowed by national law.

2.10 RETURN OF GOODS

Companies shall accept the return of Products from its Direct Sellers for resale, provided that the returned Products are in merchantable condition and the return is made within a reasonable period of time. The Direct Seller who returns a product shall be entitled to a refund of its net purchase price less a reasonable handling charge.

Companies and Direct Sellers offering a right of return, whether conditioned upon certain events or whether unconditioned, shall provide it in writing.

2.11 RESPECT OF PRIVACY

Direct Sellers shall make personal or telephone contact with Consumers only in a reasonable manner and during reasonable hours to avoid intrusiveness. A Direct Seller shall discontinue a demonstration or sales presentation immediately upon the request of the Consumer. Direct Sellers and Companies shall take appropriate steps to ensure the protection of all private information provided by a Consumer, a potential Consumer, or a Direct Seller.

2.12 FAIRNESS

Direct Sellers shall respect the lack of commercial experience of Consumers. Direct Sellers shall not abuse the trust of individual consumers, or exploit a Consumer's age, illness, lack of understanding or unfamiliarity with a language.

2.13 REFERRAL SELLING

Companies and Direct Sellers shall not induce a person to purchase goods or services based upon the representation that a Consumer can reduce or recover the purchase price by referring prospective customers to the Direct Sellers for similar purchases, if such reductions or recovery are contingent upon some uncertain, future event.

2.14 DELIVERY

Companies and Direct Sellers shall fulfill Consumer orders in a timely manner.

2.15 WARRANTIES AND GUARANTEES

Companies shall fully and promptly comply with the terms of all the warranties and guarantees that they offer to their Direct Sellers and customers.

2.16 COMPLAINTS

Each Company shall establish its own system and procedure for the handling of complaints of its Direct Sellers and Consumers. Such system and procedure must be such as to insure that each complaint receives prompt and thorough attention and proper redress.

3. CONDUCT TOWARD DIRECT SELLERS

3.1 DIRECT SELLERS' COMPLIANCE

Companies shall require their Direct Sellers, as a condition of membership in the Company's distribution system, to comply with the standards of this Code.

3.2 RECRUITING

Companies shall not use misleading, deceptive or unfair recruiting practices in their interaction with prospective or existing Direct Sellers.

3.3 BUSINESS INFORMATION

Information provided by Companies to prospective or existing Direct Sellers concerning the opportunity and related rights and obligations shall be accurate and complete. Companies shall not make any factual representation to a prospective Direct Seller that cannot be verified or make any promise that cannot be fulfilled. Companies shall not present the advantages of the selling opportunity to any prospective recruit in a false or deceptive manner.

3.4 EARNINGS AND ACCOUNTS

Companies shall provide Direct Sellers with periodic accounts concerning, as applicable, sales, purchases, details of earnings, commissions, bonuses, discounts, deliveries, cancellations and other relevant data, in accordance with the company's arrangement with the Direct Sellers. All monies due shall be paid and any withholdings made in a commercially reasonable manner.

Earnings paid to Direct Sellers shall be derived from sales of products or services to consumers. Earnings of Direct Sellers may be based on the sales and personal consumption by the Direct Sellers and their downlines. Direct Sellers shall not receive earnings for recruiting other Direct Sellers into the sales system; except that companies may provide Direct Sellers with minimal incentives which are in accordance with local law.

3.5 EARNINGS CLAIMS

Companies and Direct Sellers shall not misrepresent the actual or potential sales or earnings of their Direct Sellers.

Earnings representations and sales figures must be (a) truthful, accurate, and presented in a manner that is not false, deceptive or misleading, and (b) based upon documented and substantiated facts in the relevant market

Potential direct sellers must (a) be informed that actual earnings and sales will vary from person to person and will depend upon the skills of the seller, the time and effort put in and other factors and; (b) be provided with sufficient information to enable a reasonable evaluation of the opportunity to earn income.

3.6 RELATIONSHIP

Companies shall provide to their Direct Sellers either a written agreement to be signed by both the Company and the Direct Seller or a downloadable electronic statement, containing all essential details of the relationship between the Direct Seller and the Company. Companies shall inform their Direct Sellers of their legal obligations, including any applicable licenses, registrations and taxes.

3.7 FEES

Companies shall not require Direct Sellers or prospective Direct Sellers to pay more than reasonable fees (according to local market) for any of the following: entrance fees, training fees, franchise fees, fees for promotional materials or other fees related solely to the right to become or remain a participant in the company's distribution system. No company shall require product purchases as part of the application process unless included in the starter kit. However, where not prohibited by law, mandatory purchase of a starter kit is permitted.

Any required fees charged to become or remain a Direct Seller including any required additional service offered by the company (e.g. on-line training, eCommerce or other internet solutions, shipment costs) shall be fully refundable (less any commission earned by the Direct Seller) in the event the Direct Seller terminates his/her distributorship within 30 days of payment. The refundable fees are limited to those paid by the Direct Seller in the 30 days prior to the distribution termination. Any commissions paid on fees charged to become or stay a Direct Seller, which are, in effect, remuneration for recruiting Direct Sellers into a sales system, shall be prohibited.

3.8 RESPECT OF PRIVACY

Companies and Direct Sellers shall contact Direct Sellers only in a reasonable manner and during reasonable hours to avoid intrusiveness. Direct Sellers and Companies shall take appropriate steps to ensure the protection of all private information provided by a Consumer, a potential Consumer, or a Direct Seller, in accordance with local laws that apply to privacy and data protection.

3.9 INVENTORY LOADING AND REPURCHASE

Companies shall not require or encourage ~~or permit~~ Direct Sellers to purchase Product inventory in unreasonable large amounts. Companies shall take clear and reasonable steps to ensure that Direct Sellers who are receiving compensation for downline sales volume are either consuming or reselling the Products they purchase in order to qualify to receive compensation.

If requested upon cessation of a Direct Seller's relationship with a Company, Companies shall buy back any unsold, re-saleable Product inventory, promotional material, sales aids and kits, it had required or encouraged the Direct Seller to purchase within the twelve months immediately preceding the cessation of relationship, and refund the Direct Seller's original cost, less a handlings charge to the Direct Seller of up to 10% of the net purchase price. The Company may also deduct the cost of any benefit received by the Direct Seller based on the original purchase of the returned goods. This inventory repurchase policy must be clearly communicated to Direct Sellers.

If shall be considered an unfair and deceptive recruiting practice for a company or salesperson to require or encourage an independent salesperson to purchase unreasonable amounts of inventory or sales aids. The Code Administrator may employ any appropriate remedy to ensure any individual salesperson shall not incur significant financial loss as a result of such prohibited behavior.

The Code Administrator, upon finding a member company has engaged in false, misleading or deceptive recruiting practices, may employ any appropriate remedy to ensure any complainant shall not incur significant financial loss as a result of such prohibited behavior, including but not limited to requiring such member company to repurchase any and all inventory, promotional materials, sales aids and/or kits which a complainant has purchased.

3.10 OTHER MATERIALS

Companies shall prohibit Direct Sellers from marketing to other Direct Sellers any materials that are not approved by the Company and that are inconsistent with Company policies and procedures.

Further, Direct Sellers who sell company approved, legally allowed promotional or training materials, whether in hard copy, electronic, or any other form, shall (i) offer only materials that comply with the same standards to which the Company adheres, (ii) be prohibited from making the purchase of such materials a requirement of other Direct Sellers, (iii) provide sales aids at a reasonable and fair cost, *without any* significant profit to the direct seller, equivalent to similar material available generally in the marketplace, and (iv) offer a written return policy that is the same as the return policy of the Company the Direct Seller represents. Companies shall take diligent, reasonable steps to ensure that sales aids and similar materials produced by Direct Sellers comply with the provisions of this Code and are not misleading or deceptive.

Compensation received by Direct Sellers for sales of training and promotional materials to become or stay a Direct Seller which is, in effect, remuneration for recruiting Direct Sellers into the sales system, shall be prohibited.

3.11 DIRECT SELLER TRAINING

Companies shall provide adequate training to enable Direct Sellers to operate ethically.

4. CONDUCT BETWEEN COMPANIES

4.1 INTERACTION

All Companies shall conduct their activities in the spirit of fair competition towards other members.

4.2 ENTICEMENT

- 4.2.1 Companies, their employees and Direct Sellers shall not systematically entice or solicit Direct Sellers of another Company.
- 4.2.2 A Company shall not use deceptive, misleading, or unfair recruitment practices.
- 4.2.3 A Company shall not promise or grant Direct Sellers financial benefits or advantages based solely upon the recommendations, nominations or recruitment of other Direct Sellers.
- 4.2.4 A Company shall not misrepresent its actual or potential sales or earnings, or the earnings of its employees or Direct Sellers.

4.3 DENIGRATION

Companies shall not unfairly denigrate, nor allow their employees or Direct Sellers to unfairly denigrate, directly or indirectly, another Company's Products, its sales and marketing plan or any other feature of another Company. Comparisons, which are misleading or deceptive, shall not be used.

4.4 RESPONSIBILITY FOR ACTS OF EMPLOYEES

- 4.4.1 The acts of an employee of a Company shall be considered the act, and therefore the responsibility, of the latter.
- 4.4.2 Sanctions for violation of this Code shall be imposed on the Company even though the violation may have been committed by its employee.
- 4.4.3 The imposition of sanctions on a Company under this Code on account of acts done by its employee shall be without prejudice to any action which the Company may take against its erring employee under existing agreements or laws.

5. CONDUCT BETWEEN THE ASSOCIATION AND EACH COMPANY

5.1 CONDITIONS FOR MEMBERSHIP

Admission and continuing membership in the Association shall be subject to the following conditions:

- 5.1.1 An applicant for admission as member of the Association must submit a written agreement to be bound by this Code, as a condition for its admission.
- 5.1.2 All Companies must observe strict adherence to this Code, the WFDSA Code of Conduct, the Consumer Act of the Philippines, and other related laws, including those enacted prior to or after the effectivity date of this Code.
- 5.1.3 All Companies must establish and maintain a satisfactory system to ensure that its employees and Direct Sellers are properly and adequately informed of the existence and requirements of this Code, the WFDSA Code of Conduct, the Consumer Act of the Philippines, and other related laws, including those enacted prior to or after the effectivity date of this Code.

5.2 STANDARD OF CONDUCT

The Association shall pursue its policies and objectives in a manner that is fair to all its members.

5.3 CONFLICT OF INTEREST

The Association shall ensure that no actual or potential conflict of interests exists between the Association or any of its officers or employees on one hand, and a Company on the other hand. In the same manner, each Member Company shall ensure that no actual or potential conflict of interests exists between itself on one hand, and the Association or any of its officers or employees on the other hand.

5.4 UNFAIR ADVANTAGE

The Association, its officers or employees shall not use, directly or indirectly, any information, benefit or advantage acquired as such, in a manner that would prejudice a Company, or create for a Company an unfair advantage over some or all the other Companies.

5.5 RECRUITMENT OF ASSOCIATION'S EMPLOYEES

No Company shall recruit an officer or employee of the Association within one (1) year after the resignation or separation of such officer or employee from the Association.

6. CODE ENFORCEMENT

6.1 COMPANIES' RESPONSIBILITIES

The primary responsibility for compliance of the Company and its Direct Sellers with the Code shall rest with each Company. In case of any breach of this Code, Companies shall make every reasonable effort to satisfy the complainant.

6.2 CODE ADMINISTRATOR

6.2.1 This Code shall be under the administration of an independent Code Administrator who shall be appointed by, and be responsible directly to, the Board of Trustees. He shall be entitled to compensation, and serve for a fixed term of office, both of which shall be set by the Board of Trustees prior to his appointment.

6.2.2 The Code Administrator must be a person of recognized integrity, knowledgeable in the industry, and of a stature that will command respect by the industry and from the public.

6.2.3 The Board of Trustees shall have the authority to discharge the Code Administrator for any action which, in the opinion of the Board of Trustees, is not in the best interest of the Association.

6.2.4 During his term of office, neither the Code Administrator nor any member of his staff shall be an officer, director, employee or shareholder of any Company.

6.3 RESPONSIBILITIES OF CODE ADMINISTRATOR

The Code Administrator shall have the following responsibilities:

6.3.1 Monitor the Companies' compliance with the provisions of this Code and relevant legislation, and render his report annually to the Board of Trustees;

6.3.2 Answer all queries from Companies relating to this Code and its application, and, when appropriate, suggest for consideration and adoption by the Board of Trustees, new regulations, definitions or implementations to make the Code more effective;

6.3.3 Hear and decide complaints for violations of this Code in accordance with the Rules of Procedure, and impose appropriate sanctions therefor and,

6.3.4 Settle unresolved complaints of Consumers based on breaches of this Code.

6.4 COMPLAINT HANDLING

The Association and the Code Administrator shall establish, publicize and implement a Rules of Procedure to ensure prompt resolution of all complaints. Companies shall also establish, publicize and implement complaint handling procedures under their individual complaint handling processes to ensure prompt resolution of all complaints.

6.5 VIOLATION

- 6.5.1 Complaints for violation of this Code shall be referred to the Code Administrator for resolution and imposition of appropriate sanctions.
- 6.5.2 Violation of this Code does not create a civil or criminal law liability, unless the violation also constitutes a breach of an existing law or agreement, in which case, any action taken under, or pursuant to, the provisions of this Code shall proceed independently of any civil or criminal action that may be filed against a Company, its employees or Direct Sellers.
- 6.5.3 Notwithstanding the foregoing, the Code Administrator and the Association shall ensure that whatever sanction is imposed on an erring Company will not result in the unjust enrichment of any party.

6.6 SANCTIONS AND REMEDIES

- 6.6.1 Any or all of the following sanctions and remedies may be imposed for violation of this Code, the WFDSA Code of Conduct, the Consumer Act of the Philippines, or other related laws, including those enacted prior to or after the effectivity date of this Code:
 - 6.6.1.1 Cancellation of orders;
 - 6.6.1.2 Complete refund of payment to the Consumer;
 - 6.6.1.3 Return, replacement or repair of the product complained of;
 - 6.6.1.4 Payment of any costs incurred by the Code Administrator for technical advice or testing;
 - 6.6.1.5 Submission of a written undertaking to abide by the Code and to exercise due diligence in preventing a recurrence of the breach;
 - 6.6.1.6 Payment of fair and reasonable damages;
 - 6.6.1.7 Warning;
 - 6.6.1.8 Written reprimand;
 - 6.6.1.9 Suspension of membership in the Association; and/or
 - 6.6.1.10 Termination of membership.
- 6.6.2 The penalty of suspension and termination of membership shall only be imposed upon approval of the Board of Trustees.
- 6.6.3 Members of the Board of Trustees who are in any way connected with a Company involved in the dispute, whether as complainant or respondent, shall not be allowed to vote in the above instance.
- 6.6.4 The decision of the Board of Trustees suspending or terminating the membership of a Company shall be final unless rescinded by the general membership in accordance with the requirements set forth in the By-Laws of the Association.
- 6.6.5 The imposition of the above sanctions shall be without prejudice to other sanctions that may be imposed, or remedies that may be taken, under existing laws or agreement.

6.6.6 The Association reserves the right to notify the relevant government agencies of any action taken against a Company who is found to have violated this Code or any law pertaining to the conduct of its business.

7. RULES OF PROCEDURE

The filing, investigation and resolution of all complaints for violation of this Code shall be in accordance with the Rules of Procedure to be adopted by a two-thirds (2/3) vote of the Board of Trustees present and voting at a meeting duly held for the purpose.

8. REPEAL OF THE OLD CODE

All provisions of the Old Code and the DSAP Revised Code of Practice and Business Conduct (2009) shall be repealed upon the effectivity of this Code.

9. TRANSITORY PROVISIONS

Complaints for violations committed prior to the effectivity of this Code shall be resolved and penalized in accordance with the provisions of Code in effect at the time of violation.

10. EFFECTIVITY AND PUBLICATION

This Code shall take effect upon adoption by a two-thirds (2/3) vote of all the Companies present and voting at a General Membership Meeting duly held for the purpose.

Approved: October 2018.