

## POLICIES AND PROCEDURES FOR 'VALZON INDIA MARKETING PRIVATE LIMITED'

### Section 1 – Introduction

The Rules of Conduct ("Rules" or "ROC") define and establish:

(1) Certain principles to be followed in the development and maintenance of VALZON INDIA MARKETING PRIVATE LIMITED Business.

(2) The rights, duties, and responsibilities of each Distributor/Independent Business Owner (Direct Seller).

The terms and conditions of this relationship are set forth in:

(1) The VALZON INDIA MARKETING PRIVATE LIMITED Distributor /DIRECT SELLERs Contract.

(2) The Business Manual will be in printed form/ e-book form, which include these Rules of Conduct.

(3) Other official VALZON INDIA MARKETING PRIVATE LIMITED literature, publication, notification or communications which may be released from time to time will be available at our website at [www.Valzon.in](http://www.Valzon.in)

While the Rules primarily define relationships between VALZON INDIA MARKETING PRIVATE LIMITED and its Distributor/DIRECT SELLER's, they also concern relationships amongst the Distributor/DIRECT SELLERs.

#### Its objectives are:

☑ To ensure an equal opportunity for Distributor/DIRECT SELLERs through ethical and responsible business conduct.

☑ To protect and build a conducive environment for a long-term and profitable VALZON INDIA MARKETING PRIVATE LIMITED business.

☑ To promote unity and harmony among Distributor/DIRECT SELLERs.

☑ To preserve the benefits of the VALZON INDIA MARKETING PRIVATE LIMITED Sales & Marketing Plan/Comp Plan equitably for all Distributor/DIRECT SELLERs

☑ To define the relationship clearly between the company and the Distributor/DIRECT SELLERs

☑ To define the rules within which the VALZON INDIA MARKETING PRIVATE LIMITED business must be conducted by anyone who joins as an independent business owner or in other words a Distributor/DIRECT SELLERs

Note: From time to time, the contents of these documents may be changed. VALZON INDIA MARKETING PRIVATE LIMITED will notify the Distributor/DIRECT SELLERs of such changes.

  
For Valzon India Marketing Pvt. Ltd.

Director


Upon final notification by VALZON INDIA MARKETING PRIVATE LIMITED with respect to those changes presented to the Distributor/DIRECT SELLERS leadership, such changes will be communicated to all Distributor/DIRECT SELLERS in a timely manner in VALZON INDIA MARKETING PRIVATE LIMITED's communication.

In order to preserve the goals and purposes of the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan, VALZON INDIA MARKETING PRIVATE LIMITED reserves to itself the sole right to adopt, amend, modify, supplement, or rescind any or all of these Rules, as necessary.

1. No registration or membership fees required in order to become a Distributor/DIRECT SELLERS.
2. There are no annual renewal fees. You need to be sponsored in the business by an already existing VALZON INDIA MARKETING PRIVATE LIMITED Business Owner to be DIRECT SELLER.
3. The main course of the VALZON INDIA MARKETING PRIVATE LIMITED business is the sale of VALZON INDIA MARKETING PRIVATE LIMITED products to retail customers and you can earn commission which depends on volume of total sale of products. You can find all the product details in our websites.
4. The system offers an opportunity to build your own individual business by selling goods to consumers and by developing and training a network of direct sales to do the same. This business is purely ethical and works on simple marketing & sales system.
5. Our Plan does not compensate anybody for simply recruiting others as VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS.

## Section 2 – Definitions

- VALZON INDIA MARKETING PRIVATE LIMITED: "VALZON INDIA MARKETING PRIVATE LIMITED" shall mean VALZON INDIA MARKETING PRIVATE LIMITED E COMMERCE SOLUTIONS PVT LTD.
- VALZON INDIA MARKETING PRIVATE LIMITED Business: A business, as identified by VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS Authorization number and the VALZON INDIA MARKETING PRIVATE LIMITED Application for Appointment as an Authorized Distributor/DIRECT SELLERS of VALZON INDIA MARKETING PRIVATE LIMITED Products Form/s.
- VALZON INDIA MARKETING PRIVATE LIMITED Business Kit: The collection of literature, sales aid and other materials that Distributor/DIRECT SELLERS are required to possess in connection with acceptance by VALZON INDIA MARKETING PRIVATE LIMITED of their application and the Distributor/DIRECT SELLERS Contract. This is Free.

  
For Valzon India Marketing Pvt. Ltd.  
Director

VALZON INDIA MARKETING PRIVATE LIMITED Business Policies: Rules and policies set forth in official VALZON INDIA MARKETING PRIVATE LIMITED literature, including the Rules of Conduct and various other policies and bulletins that may be maintained by VALZON INDIA MARKETING PRIVATE LIMITED from time to time which are incorporated by reference into;

- (1) The VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS Contract,
- (2) The Business Manual, and
- (3) Other official VALZON INDIA MARKETING PRIVATE LIMITED literature or communications.

**VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity:** The products, marketing, support and compensation system offered by VALZON INDIA MARKETING PRIVATE LIMITED.

**VALZON INDIA MARKETING PRIVATE LIMITED Products:** All goods and services, including literature and other support or auxiliary materials, made available by 'VALZON INDIA MARKETING PRIVATE LIMITED' to its Distributor/DIRECT SELLERS.

**VALZON INDIA MARKETING PRIVATE LIMITED Compensation Plan ("Plan"):** The system used to calculate the Bonus compensation and recognition for Distributor/DIRECT SELLERS based on product sales as described in the VALZON INDIA MARKETING PRIVATE LIMITED Business Manual and other official VALZON INDIA MARKETING PRIVATE LIMITED literature.

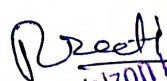
**Bonus:** The monetary rewards that VALZON INDIA MARKETING PRIVATE LIMITED pays to Distributor/DIRECT SELLERS in accordance with 'VALZON INDIA MARKETING PRIVATE LIMITED' Compensation Plan/Sales & Marketing Plan.

**Business Literature ("BL"):** The definition for BL is intended to be interpreted broadly and includes, by way of example, the following; printed materials, audio-video and multimedia productions, internet-based products and services, meetings and other events, and other materials or equipment used to provide information or support the sale of VALZON INDIA MARKETING PRIVATE LIMITED products and services, as well as coupons, vouchers, tickets or standing order/subscriptions programs relating to any of the previously mentioned.

**Distributor/DIRECT SELLERS:** An independent contractor who has had his VALZON INDIA MARKETING PRIVATE LIMITED Application Form accepted by VALZON INDIA MARKETING PRIVATE LIMITED, the company.

**Distributor/DIRECT SELLERS Contract:** Refers to the Distributor/DIRECT SELLERS Application along with the incorporated documents that form the terms of the contractual agreement between Distributor/DIRECT SELLERS and VALZON INDIA MARKETING PRIVATE LIMITED.

**Distributor/DIRECT SELLERS in Good Standing:** For the purposes of interpreting and enforcing the Rules of Conduct only, the term "good standing" shall refer to a Distributor/DIRECT SELLERS who is currently authorized by VALZON INDIA MARKETING PRIVATE LIMITED to hold himself out as a Distributor/DIRECT SELLERS and whose conduct

  
For Valzon India Marketing Private Limited  
Director

complies with the spirit of the Rules of Conduct and VALZON INDIA MARKETING PRIVATE LIMITED Business Policies for each market in which a Distributor/DIRECT SELLERs has a presence; is not engaged in conduct that negatively affects the reputation of VALZON INDIA MARKETING PRIVATE LIMITED, VALZON INDIA MARKETING PRIVATE LIMITED's affiliate, and its Distributor/DIRECT SELLERs; is not engaged in conduct that supports or defends the activity of other Distributor/DIRECT SELLERs which jeopardizes the ongoing nature of a VALZON INDIA MARKETING PRIVATE LIMITED affiliate or otherwise is inconsistent with the other criteria set forth herein; is not engaged in conduct that does not comply with all applicable laws and regulations in each country and whose conduct does not demonstrate cultural sensitivity given market conditions.

**Distributor/Independent Business ownership:** A Distributor/DIRECT SELLER is another way to describe VALZON INDIA MARKETING PRIVATE LIMITED business, which is identified by a unique Distributor/DIRECT SELLERs number.

**Leg:** A Distributor/DIRECT SELLERs and all downline Distributor/DIRECT SELLERs from that individual.

**Line of Sponsorship or ("LOS"):** The structural organization of Distributor/DIRECT SELLERs established by the contractual (OR DOWNLINE) relationship that each Distributor/DIRECT SELLERs has with VALZON INDIA MARKETING PRIVATE LIMITED.

**LOS Information:** includes all information that discloses or relates to all or part of the structural arrangement of Distributor/DIRECT SELLERs within the Line of Leadership, including but not limited to Distributor/DIRECT SELLERs numbers and other Distributor/DIRECT SELLERs business identification data, Distributor/DIRECT SELLERs personal contact information, Distributor/DIRECT SELLERs business performance information, and all information generated or derived there from, in its present or future forms.

**Agent/Executive:** A Distributor/DIRECT SELLERs who has achieved a certain level of business activity as specified by the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Compensation Plan.

**Prospect:** A potential Distributor/DIRECT SELLERs or customer.

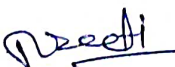
**Rules of Conduct ("Rules" or "ROC"):** Define and establish: (1) certain principles to be followed in the development and maintenance of VALZON INDIA MARKETING PRIVATE LIMITED Business; and (2) the rights, duties, and responsibilities of each Distributor/DIRECT SELLERs.

**Sponsor:**

**Personal Sponsor:** An Independent Business Owner who introduces and sponsors a Prospect into VALZON INDIA MARKETING PRIVATE LIMITED

**Business Opportunity;**

Section 3 - Becoming a Distributor/DIRECT SELLERs

  
For Valzon India Marketing Pvt. Ltd.  
Director

3.1 Distributor/DIRECT SELLERS Form and Business Introduction Kit: To become a duly authorized Distributor/DIRECT SELLERS capable of selling VALZON INDIA MARKETING PRIVATE LIMITED's products and services and sponsoring other Distributor/DIRECT SELLERS, an applicant must apply for authorization from VALZON INDIA MARKETING PRIVATE LIMITED by completing and signing the online Distributor/DIRECT SELLERS Form. The completed Distributor/DIRECT SELLERS Application must be sent to VALZON INDIA MARKETING PRIVATE LIMITED, and accepted by VALZON INDIA MARKETING PRIVATE LIMITED as authorized in accordance with the provisions of Rule 3.3. No Distributor/DIRECT SELLERS shall present the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity as anything other than a business opportunity available to Indian citizens.

3.2 Husband and Wife Distributor/DIRECT SELLERS: Individuals who are husband and wife shall, upon acceptance by VALZON INDIA MARKETING PRIVATE LIMITED, can continue to have their own Distributor/DIRECT SELLERShip since they were already Distributor/DIRECT SELLERS when they were not married. A Person whose spouse is an authorized VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS shall not be eligible to apply for another membership with a different sponsor other than his/her husband/wife.

3.2.1 VALZON INDIA MARKETING PRIVATE LIMITED may at its sole discretion terminate the Distributor/DIRECT SELLERShip if VALZON INDIA MARKETING PRIVATE LIMITED if it is of the opinion (which opinion shall be final) that any act of the Distributor/DIRECT SELLERS and/or his/her spouse (whether or not the spouse is a registered partner) is found to be in contravention of any of the Rules of Conduct of VALZON INDIA MARKETING PRIVATE LIMITED.

3.2.2 If two Distributor/DIRECT SELLERS, each of whom owns and operates a Distributor/DIRECT SELLERShip in different Line of Leadership, become married to each other, one Distributor/DIRECT SELLERShip must be terminated. If either member of the newly married couple has attained the status of executive or above, then the newly married couple may operate both Distributor/DIRECT SELLERShip, each of which will, however, be operated in its original Line of Leadership. A Distributor/DIRECT SELLERS getting married like this must notify VALZON INDIA MARKETING PRIVATE LIMITED as soon as possible. The person (spouse) must qualify according to rule 3.2.

3.2.3 In a husband and wife Distributor/DIRECT SELLERShip, if a spouse resigns from VALZON INDIA MARKETING PRIVATE LIMITED for any reason pursuant to the Rules of Conduct herein, VALZON INDIA MARKETING PRIVATE LIMITED shall be entitled to terminate the Distributor/DIRECT SELLERShip of the remaining spouse without assigning any reasons. VALZON INDIA MARKETING PRIVATE LIMITED may however allow the remaining spouse to continue operating the Distributor/DIRECT SELLERShip in which event the remaining spouse and resigning spouse shall be subject to these Rules of Conduct and to such other terms and conditions which VALZON INDIA MARKETING PRIVATE LIMITED may deem fit to impose.

3.3 Requirements: Without limiting VALZON INDIA MARKETING PRIVATE LIMITED's rights, the following are requirements for becoming a Distributor/DIRECT SELLERS:

3.3.1 A Distributor/DIRECT SELLERS must be at least 18 years of age.



For Valzon India Marketing Pvt. Ltd.

Director

3.3.2 Must not be the spouse of a currently authorized VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS unless he or she qualifies under 3.2.2.

3.3.3 Must not have been terminated for breach of contract under a previous Distributor/DIRECT SELLERShip or Distributor/DIRECT SELLERShip with another VALZON INDIA MARKETING PRIVATE LIMITED affiliate; and

3.3.4 Must comply with Section 6.4 of these Rules of Conduct if the applicant previously operated under a Distributor/DIRECT SELLERShip that was terminated or expired (and has not been renewed).

3.3.5 Must not be an employee of a direct-selling company at the time of the initial application or during the term of his or her authorization as a Distributor/DIRECT SELLERS.

3.3.6 Must be an Indian citizen or resident duly authorized by the relevant authority to conduct business in India.

3.3.7 Must not be a person serving an imprisonment sentence or otherwise confined to any correctional institution or have a previous conviction record of any kind.

3.4 Acceptance of Distributor/DIRECT SELLERS Application or Renewal: VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to accept or reject any Distributor/DIRECT SELLERS Application. Likewise, VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to refuse the Distributor/DIRECT SELLERShip and can revoke the Distributor/DIRECT SELLERShip if a Distributor/DIRECT SELLERS's activities have not been in accordance with the Rules of Conduct or if the Distributor/DIRECT SELLERS is not in Good Standing or has not complied with the requirements of Rule 3.3.

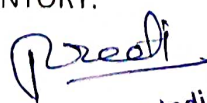
3.5 Rejection of a Distributor/DIRECT SELLERS: VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to accept or reject any Distributor/DIRECT SELLERS Application. Likewise, VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to refuse and can revoke the Distributor/DIRECT SELLERShip if a Distributor/DIRECT SELLER's activities have not been in accordance with the Rules of Conduct or if the Distributor/DIRECT SELLERS is not in Good Standing or has not complied with the requirements of Rule 3.3.

3.6 Date of Authorization: The date of authorization as VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS is when the Distributor/DIRECT SELLERS Form has been accepted by VALZON INDIA MARKETING PRIVATE LIMITED. User id & password will be issued.

3.7 Prohibited Sponsoring Practices: A sponsor shall not impose on a Prospect, nor any Distributor/DIRECT SELLERS, as a condition to receiving from the Sponsor assistance in the development of such person's Distributor/DIRECT SELLERShip, such as:

3.7.1 Purchase any specified amount/number of products or services.

3.7.2 Maintain NO MINIMUM INVENTORY.



For Valzon India Marketing Pvt. Ltd.

Director

3.7.3 Purchase any non-VALZON INDIA MARKETING PRIVATE LIMITED produced "starter," "decision," or other "pack" or "kit". It can however be taken from the company free of cost to facilitate understanding of the business.

3.8 Term and Expiration: The Distributor/DIRECT SELLERship will be initially for 1 year, in case the person wishes to continue the sales after one year, they can send in a simple email/letter stating they would like to stay active in business. This is in case they have not bought anything during the year. If a person is actively buying and selling during the year (minimum one product) they will be considered active and interested in business and their Distributor/DIRECT SELLERship will stay valid.

3.8.1 Buy-Back Rule: Upon voluntary termination of the Distributor/DIRECT SELLERs Contract, a Distributor/DIRECT SELLERs may apply to VALZON INDIA MARKETING PRIVATE LIMITED to return inventory of VALZON INDIA MARKETING PRIVATE LIMITED products that he/may possess, provided such products are in new, unused and original condition within 30 days.

VALZON INDIA MARKETING PRIVATE LIMITED will repurchase such products at the cost for which the Distributor/DIRECT SELLERs purchased such VALZON INDIA MARKETING PRIVATE LIMITED products from VALZON INDIA MARKETING PRIVATE LIMITED, according to the existing policy and Distributor/DIRECT SELLERs needs to return the business points achieved against the products in case of repurchase and if in packages need to return the Package Pin with products. In the event that the Distributor/DIRECT SELLERship is terminated for a Distributor/DIRECT SELLERs's breach, VALZON INDIA MARKETING PRIVATE LIMITED shall have discretion as to the repurchase of products under the Buy Back Rule. This is mainly for consumables. 20% will be deducted as handling charges.

3.9 Termination: A Distributor/DIRECT SELLERs may terminate the Distributor/DIRECT SELLERship at any time by providing VALZON INDIA MARKETING PRIVATE LIMITED with written notice of termination at VALZON INDIA MARKETING PRIVATE LIMITED. VALZON INDIA MARKETING PRIVATE LIMITED may terminate the Distributor/DIRECT SELLERship at any time by providing the Distributor/DIRECT SELLERs by E mail / letter if he/she fails to comply with the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies, including the VALZON INDIA MARKETING PRIVATE LIMITED Rules of Conduct, the VALZON INDIA MARKETING PRIVATE LIMITED Sales & Marketing Plan/Comp Plan and other policies maintained by VALZON INDIA MARKETING PRIVATE LIMITED and which have been incorporated into the Distributor/DIRECT SELLERs Contract and can be **revised** at any time by VALZON INDIA MARKETING PRIVATE LIMITED. In any case Distributor/DIRECT SELLERs has to comply with the Distributor/DIRECT SELLERs contract.

- a. VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERs is not authorized to make any promises or commitments on company behalf, and Company is not bound by any obligations to you or any third party other than what we specify in this Agreement.
- b. VALZON INDIA MARKETING PRIVATE LIMITED does not encourage any scheme that is not allowed under the law of the land.

  
For Valzon India Marketing Pvt. Ltd.  
Director

3.11 Invitations Limited to Husband and Wife only: Invitations for business seminars, trips on performance and other events organized by VALZON INDIA MARKETING PRIVATE LIMITED will only be extended to the authorized Distributor/DIRECT SELLERs and the legal and registered spouse per Distributor/DIRECT SELLERship. These individuals shall be listed on VALZON INDIA MARKETING PRIVATE LIMITED's records.

3.12 Conspiracy; Inducement to Breach: A Distributor/DIRECT SELLERs shall not conspire with any other person to breach or induce a breach of any Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies or to induce or attempt to induce another Distributor/DIRECT SELLERs to breach any of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED's Business Policies. Any such activity shall constitute a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies.

3.13 Exceeding Scope of Authorization: A Distributor/DIRECT SELLERs shall not exceed the scope of authorizations granted pursuant to the Distributor/DIRECT SELLERs Contract. Any such activity shall constitute a breach of the Distributor/DIRECT SELLERs Contract. This may include any such thing specified by VALZON INDIA MARKETING PRIVATE LIMITED.

3.14 Representations and Warranties: A Distributor/DIRECT SELLERs shall not make any false representation or statement to VALZON INDIA MARKETING PRIVATE LIMITED, nor induce VALZON INDIA MARKETING PRIVATE LIMITED to enter into a Distributor/DIRECT SELLERs Contract under false pretences, nor breach any representation or warranties implied in this contract or by law. Any such activity shall constitute a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies.

3.15 Multiple Breaches: It is a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies for a Distributor/DIRECT SELLERs to allow any breaches to remain uncorrected following notification from VALZON INDIA MARKETING PRIVATE LIMITED of the existence of the same, or to have multiple simultaneous, serial or repeating breaches of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies.

3.16 Zero Tolerance Rule: It is a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies for a Distributor/DIRECT SELLERs to conduct Distributor/DIRECT SELLERs activities in markets in which he or she is not authorized to conduct business. It is a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies to conduct Distributor/DIRECT SELLERs activities in markets in which VALZON INDIA MARKETING PRIVATE LIMITED are not doing business. available, the immediate suspension of the Distributor/DIRECT SELLERs's rights without notice.

3.17.1 All Distributor/DIRECT SELLERs shall be subject to the Enforcement Procedure which is set out in the Business Manual provided that VALZON INDIA MARKETING PRIVATE LIMITED expressly reserves the right to terminate, at any time and with immediate effect, the authorization of a Distributor/DIRECT SELLERs who shall have provided false information or who shall have accepted authorization as a Distributor/DIRECT SELLERs in violation of

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For Valzon India Marketing Pvt. Ltd.  
Director



these Rules or who shall have conducted himself in manner that in VALZON INDIA MARKETING PRIVATE LIMITED 's opinion brings the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan into disrepute.

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#### Section 4 - Responsibilities and Obligations of all Distributor/DIRECT SELLERS

##### 4.1 Abide by the VALZON INDIA MARKETING PRIVATE LIMITED Business

Policies/Amendments/Duty of Good Faith: At all times, Distributor/DIRECT SELLERS must adhere strictly to the guidelines, procedures and policies stated in the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies of which these Rules of Conduct are a part, in VALZON INDIA MARKETING PRIVATE LIMITED to the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan, and, in each case, any amendments made to such from time to time. All Distributor/DIRECT SELLERS are charged with the duty of good faith and fair dealing under the terms of the Distributor/DIRECT SELLERS Contract.

4.1.1 Cooperation with Investigations: Distributor/DIRECT SELLERS shall cooperate in any investigation undertaken by VALZON INDIA MARKETING PRIVATE LIMITED into activities that are potentially in contravention of his or her Distributor/DIRECT SELLERShip or the Distributor/DIRECT SELLERShip of another Distributor/DIRECT SELLERS. Distributor/DIRECT SELLERS shall allow the investigating team appointed by VALZON INDIA MARKETING PRIVATE LIMITED to investigate his/her warehouse and books of accounts.

4.2 Cross Group Buying or Selling/ Supplying: No Distributor/DIRECT SELLERS shall engage in cross-group buying or selling / supplying. "Cross group buying and selling / supplying" occurs when a Distributor/DIRECT SELLERS sells or supplies VALZON INDIA MARKETING PRIVATE LIMITED distributed or supplied products and/or services to another Distributor/DIRECT SELLERS who is not personally sponsored and down line of those sponsored, down to the next Executive.

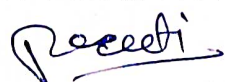
4.2.1 A Distributor/DIRECT SELLERS must only purchase VALZON INDIA MARKETING PRIVATE LIMITED products and services and VALZON INDIA MARKETING PRIVATE LIMITED Business Support Material directly from VALZON INDIA MARKETING PRIVATE LIMITED through the websites and APPs

4.3 A Distributor/DIRECT SELLERS may present the Sales &Marketing plan of VALZON INDIA MARKETING PRIVATE LIMITED only on the basis of the governing guidelines issued to the company from time to time.

4.4 Truthful and Accurate: No Distributor/DIRECT SELLERS shall make any offer to sell any VALZON INDIA MARKETING PRIVATE LIMITED products or services which are not accurate and truthful as to grade, quality, performance, and availability.

Distributor/DIRECT SELLERS shall not:

4.4.1 Make exaggerated product claims not authorized by VALZON INDIA MARKETING PRIVATE LIMITED with regards to VALZON INDIA MARKETING PRIVATE LIMITED 's products or products distributed by VALZON INDIA MARKETING PRIVATE LIMITED;



For Valzon India Marketing Pvt. Ltd.

Director

4.4.2 In any way whatsoever, represent VALZON INDIA MARKETING PRIVATE LIMITED incorrectly with regard to product supply, quality, standards, grades, contents, style or model, place of origin or availability of VALZON INDIA MARKETING PRIVATE LIMITED 's products or products distributed by VALZON INDIA MARKETING PRIVATE LIMITED;

4.4.3 State that VALZON INDIA MARKETING PRIVATE LIMITED products or products distributed by VALZON INDIA MARKETING PRIVATE LIMITED are backed, approved, or present any feature which is not in the company's list.

4.4.4 Act or present in any way whatsoever VALZON INDIA MARKETING PRIVATE LIMITED, its products or the products VALZON INDIA MARKETING PRIVATE LIMITED distributes, in a fraudulent manner or promote products that do not belong to VALZON INDIA MARKETING PRIVATE LIMITED as if they did.

4.5 Repackaging: Distributor/DIRECT SELLERS may not repackage products, change the content of products or otherwise change or alter any of the packaging labels of VALZON INDIA MARKETING PRIVATE LIMITED products or services.

4.6 Written Sales Receipt: A Distributor/DIRECT SELLERS who takes and/or delivers an order in person shall deliver to the customer at the time of sale, a written and dated order or receipt which shall: (a) describe the product(s) sold, (b) state the product charged, and (c) give the name, and telephone number of the selling Distributor/DIRECT SELLERS.

4.7 Satisfaction Guarantee: Whenever a customer requests Satisfaction Guarantee service within the guarantee period of 30 days, a company/Distributor/DIRECT SELLERS shall offer the individual his or her choice of a: (a) applicable refund; (b) exchange for a like product (if applicable), customer needs to submit the invoice / receipt copy.


4.7.1 Distributor/DIRECT SELLERS shall advise VALZON INDIA MARKETING PRIVATE LIMITED of any complaint regarding the Satisfaction Guarantee from a customer and provide copies of all correspondence and details of all conversations regarding the complaint as requested if any.

4.7.2. Distributor/DIRECT SELLERS are not authorized to make any type of offer or compromise or render VALZON INDIA MARKETING PRIVATE LIMITED liable for any complaint or product return.

4.7.3. Distributor/DIRECT SELLERS will be held strictly liable for claims they make which exceed the terms of the Satisfaction Guarantee and shall indemnify and hold VALZON INDIA MARKETING PRIVATE LIMITED harmless for claims made to that effect.

4.8 Compliance with Applicable Laws, Regulations and Codes: Distributor/DIRECT SELLERS shall comply with all laws, regulations and codes that apply to the operation of their Distributor/DIRECT SELLERSHIP wherever their business may be conducted.

Distributor/DIRECT SELLERS must not conduct any activity that could jeopardize the reputation of the Distributor/DIRECT SELLERS and/or VALZON INDIA MARKETING PRIVATE LIMITED. A Distributor/DIRECT SELLERS will act in good faith.

  
For Valzon India Marketing Pvt. Ltd.  
Director

4.9 Deceptive or Unlawful Trade Practices: No Distributor/DIRECT SELLERS shall engage in any deceptive or unlawful trade practice.

4.10 Unlawful Business Enterprises or Activities: A Distributor/DIRECT SELLERS shall not operate any illegal or unlawful business enterprise, engage or participate in any illegal or unlawful business activity.

4.11 Professionalism: A Distributor/DIRECT SELLERS shall at all times conduct himself or herself in a courteous and considerate manner and shall not engage in any high-pressure tactics, but shall make a fair presentation of VALZON INDIA MARKETING PRIVATE LIMITED products or services, or the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan, when and where appropriate.

4.12 Distributor/DIRECT SELLERS Relationship: No Distributor/DIRECT SELLERS shall represent that he or she has any employment relationship with VALZON INDIA MARKETING PRIVATE LIMITED or any of its affiliated companies and/or other Distributor/DIRECT SELLERS.

4.12.1. Distributor/DIRECT SELLERS shall not give a false representation as to the nature of the relationship between VALZON INDIA MARKETING PRIVATE LIMITED and its Distributor/DIRECT SELLERS, or make any representation, except in accordance with the explanation given in the VALZON INDIA MARKETING PRIVATE LIMITED Business Manual and VALZON INDIA MARKETING PRIVATE LIMITED Business Policies or other official literature of VALZON INDIA MARKETING PRIVATE LIMITED. A Distributor/DIRECT SELLERS is required to indemnify VALZON INDIA MARKETING PRIVATE LIMITED for the cost, damage or prejudice stemming from such false representation, including any legal fees VALZON INDIA MARKETING PRIVATE LIMITED may have incurred.

4.12.2. Distributor/DIRECT SELLERS shall not imply that they are employees of VALZON INDIA MARKETING PRIVATE LIMITED, nor shall they refer to themselves as "agents," "managers," or "company representatives", nor shall they use such terminology or descriptive phrases on their stationary or other printed materials.

4.12.3. Distributor/DIRECT SELLERS may not use their business cards to create the impression that they are in an employment relationship with VALZON INDIA MARKETING PRIVATE LIMITED.

4.13 Franchises, Stockists & Super Stockiest and Territories: No Distributor/DIRECT SELLERS shall represent to anyone that there are exclusive franchises, Stock Point & Super Stock Point or territories available under the VALZON INDIA MARKETING PRIVATE LIMITED Sales & Marketing Plan/Comp Plan. VALZON INDIA MARKETING PRIVATE LIMITED can offer more than 1 franchise / Stock Point / Super Stock Point in any area at its sole discretion.

4.14 Other Selling Activities: Distributor/DIRECT SELLERS may not take advantage of their knowledge of association with other Distributor/DIRECT SELLERS, including their knowledge resulting from or relating to the Line of Sponsorship, in order to promote and expand other business ventures. Such conduct constitutes an unwarranted and unreasonable interference



For Valzon India Marketing Pvt. Ltd.

Director

with the business contract of other Distributor/DIRECT SELLERS and VALZON INDIA MARKETING PRIVATE LIMITED.

4.14.1 Distributor/DIRECT SELLERS shall not solicit, directly or indirectly, other Distributor/DIRECT SELLERS in order to sell, offer to sell, or promote other products, services, or business opportunities not offered or marketed by VALZON INDIA MARKETING PRIVATE LIMITED. This Rule also applies to Investments, Insurance plans, securities, and loans, regardless of their source.

4.14.2 Distributor/DIRECT SELLERS shall not sell, offer to sell, or promote any other business opportunities, products, or services in connection with the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan.

4.15 Interference in another Distributor/DIRECT SELLERS's Distributor/DIRECT SELLERShip; Inducement: It is a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies for a Distributor/DIRECT SELLERS to:

4.15.1 Interfere or attempt to interfere with another Distributor/DIRECT SELLERS's Distributor/DIRECT SELLERShip; or

4.15.2 Induce or attempt to induce another Distributor/DIRECT SELLERS to change his/her Line of Sponsorship, to transfer or abandon his/her Distributor/DIRECT SELLERShip, or to sponsor or not sponsor a particular Prospect; or

4.15.3 To induce or attempt to induce another Distributor/DIRECT SELLERS to deny training, education, motivation or other support to a downline Distributor/DIRECT SELLERS; or

4.15.4 To induce or attempt to induce another Distributor/DIRECT SELLERS to breach any Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies.

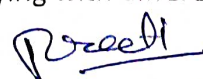
#### **4.16 Idea to Change Line of Sponsorship**

No VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS must, directly or indirectly, induce/entice other VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS to change their line of Sponsorship.

**4.17 Inactivity Rule:** To change sponsor, Distributor/DIRECT SELLERS must resign his/her existing Distributor/DIRECT SELLERShip for 3 months and then join under another Sponsor. The new sponsor should not have been part of his/her original line of sponsorship either above or below him. Inactivity means no repurchase/sales of VALZON INDIA MARKETING PRIVATE LIMITED Products/ no sponsoring of prospects/ no monthly or weekly pay out generated on his/her ID for 3 months

#### **4.18 Change Line of Sponsorship or Parallel work in two groups**

In order to avoid negative impact on the harmonic development of any line of Sponsorship and damages on the Sponsorship, a Distributor/DIRECT SELLERS shall in no circumstances directly or indirectly, whether on his/her/her own behalf or in conjunction with or by way of assisting any other person, join with other Line of Sponsorship or try to change his/her/her Line of Sponsorship by applying with different names without complying with 3 months



For Valzon India Marketing Pvt. Ltd.

Director

inactivity rule. One can change line of sponsorship only after he /she gets NOC from the company side.

If any Distributor/DIRECT SELLERS is found in activity of Change Line of Sponsorship with same or different name or Parallel work in two groups then VALZON INDIA MARKETING PRIVATE LIMITED reserves right to immediately terminate or suspend of a Distributor/DIRECT SELLERS's both IDs New & Old in the absence of formal complaint.

**4.19 Inactivity Rule:** To change sponsor, Distributor/DIRECT SELLERS must resign his/her existing Distributor/DIRECT SELLERShip for 6 months or be inactive for 6 months and then join under another Sponsor. The new sponsor should not have been part of his/her original line of sponsorship either above or below him. Inactivity means no repurchase/sales of VALZON INDIA MARKETING PRIVATE LIMITED Products/ no sponsoring of prospects/ no monthly / weekly pay out generated on his/her ID for 3 months. An aberration to this rule is allowed if the company deems fit (so company has discretion powers to allow above or not). Added here.

**4.20 VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan Manipulation:** No Distributor/DIRECT SELLERS shall manipulate the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan or award volume in any way which results in the payment of Bonuses or other awards and recognition that have not been earned in accordance with the terms of the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan and/or the VALZON INDIA MARKETING PRIVATE LIMITED Business Manual. In this regard, the strategic and artificial structuring of an VALZON INDIA MARKETING PRIVATE LIMITED Line of Sponsorship for the purpose of depth building, whether or not there are relationships between those who are sponsored and those who sponsor, is considered to be manipulation and an unacceptable business practice. VALZON INDIA MARKETING PRIVATE LIMITED at its sole discretion will determine what constitutes manipulation of the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan. This is to avoid fake IDs being generated. The company will have the authority to decide on case-to-case basis as well.

**4.21 Personal/Business Information Update:** All Distributor/DIRECT SELLERS are responsible for communicating any updates or changes to their personal information (e.g., name, VALZON INDIA MARKETING PRIVATE LIMITED, and telephone numbers, etc.) or business information (e.g., change of business status, etc.) to VALZON INDIA MARKETING PRIVATE LIMITED.

**4.22 Proprietary Information:** All information related to VALZON INDIA MARKETING PRIVATE LIMITED such as the use of the VALZON INDIA MARKETING PRIVATE LIMITED trade name, trademarks and copyrighted materials, VALZON INDIA MARKETING PRIVATE LIMITED's confidential and proprietary business information Sponsorship information (i.e., information compiled by VALZON INDIA MARKETING PRIVATE LIMITED that discloses or relates to all or part of the specific arrangement of sponsorship within the VALZON INDIA MARKETING PRIVATE LIMITED business) business information, manufacturing and product development, business plans, and Distributor/DIRECT SELLERS sales, earnings and other

  
For Valzon India Marketing Pvt. Ltd.

Director

financial information, etc., constitute commercially advantageous, unique, and proprietary trade secret and business secrets of VALZON INDIA MARKETING PRIVATE LIMITED which it keeps proprietary and confidential and treats as a trade secret and business secret and constitute "Proprietary Information" subject to the Distributor/DIRECT SELLERS Contract. Therefore, Distributor/DIRECT SELLERS are not to use it for any other purpose.

4.22.1 VALZON INDIA MARKETING PRIVATE LIMITED is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained by VALZON INDIA MARKETING PRIVATE LIMITED. The Distributor/DIRECT SELLERS acknowledges all proprietary information is owned by VALZON INDIA MARKETING PRIVATE LIMITED through the considerable expenditure of time effort and resources.

4.22.2 Distributor/DIRECT SELLERS are granted a personal, non-exclusive, non-transferable and revocable right by VALZON INDIA MARKETING PRIVATE LIMITED to use Proprietary Information only as necessary to facilitate their VALZON INDIA MARKETING PRIVATE LIMITED business as contemplated under the Rules of Conduct including, for example, the Confidentiality Policy and other terms and conditions of the Distributor/DIRECT SELLERS Contract. VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to deny or revoke this right, upon reasonable notice to the Distributor/DIRECT SELLERS stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of VALZON INDIA MARKETING PRIVATE LIMITED, such is necessary to protect the confidentiality or value of Proprietary Information.

4.22.3 All Distributor/DIRECT SELLERS shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality.

4.22.4 A Distributor/DIRECT SELLERS shall not compile, organize, access, create lists of, or otherwise use or disclose Proprietary Information except as authorized by VALZON INDIA MARKETING PRIVATE LIMITED. A Distributor/DIRECT SELLERS shall not disclose Proprietary Information to any third party, or use Proprietary Information in connection with any other businesses.

4.22.5 Use or disclosure of Proprietary Information, other than as authorized by VALZON INDIA MARKETING PRIVATE LIMITED, shall cause significant and irreparable harm to VALZON INDIA MARKETING PRIVATE LIMITED, and VALZON INDIA MARKETING PRIVATE LIMITED may claim appropriate, compensation for damages as well as demand a Distributor/DIRECT SELLERS refrain from the harmful conduct as well as seek any other remedies under applicable laws.

4.22.6 In case of disclosure of the Proprietary Information, voluntary or not, by a Distributor/DIRECT SELLERS to any third person, the Distributor/DIRECT SELLERS should immediately notify VALZON INDIA MARKETING PRIVATE LIMITED about that fact and take the necessary measures in order to (a) prevent further disclosure by such third party and (b) oblige such third party to sign a confidentiality and non-disclosure agreement for the benefit of VALZON INDIA MARKETING PRIVATE LIMITED and under no less stringent terms that those provided within this Rule 4.22.



For Valzon India Marketing Pvt. Ltd.  
Director

4.22.7 A Distributor/DIRECT SELLERS shall promptly return any and all Proprietary Information or any copy of same to VALZON INDIA MARKETING PRIVATE LIMITED upon resignation, expiration, denial of extension or termination of his or her Distributor/DIRECT SELLERSHIP and shall refrain from any further use.

4.22.8 The confidentiality obligations set out in this Rule 4.22 shall survive during the term of the Distributor/DIRECT SELLERS Contract as well as after the date of its expiration or termination by any cause.

#### 4.23 Presentation Rules

The content of the presentations which include or support the promotion of the retailing of VALZON INDIA MARKETING PRIVATE LIMITED products and services, or the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan, must otherwise be in accordance with the following:

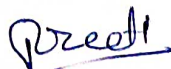
4.23.1 Distributor/DIRECT SELLERS shall not:

- a. makes false claim suggesting that it is the result of building the VALZON INDIA MARKETING PRIVATE LIMITED business;
- b. substitute group or non-VALZON INDIA MARKETING PRIVATE LIMITED organizational identity for the VALZON INDIA MARKETING PRIVATE LIMITED business. The VALZON INDIA MARKETING PRIVATE LIMITED business must always be clearly identified without any ambiguity to the participants during the course of the presentation;
- c. advocate, imply or give the impression that success can be achieved through promoting personal consumption with no need promote or sell any product.
- d. promotes one's business group in any manner that will give rise to or likely to give rise to resentment by or cause any detriment to others;
- e. misrepresents whether directly or indirectly and by whatever means the relationship of the Distributor/DIRECT SELLERS to VALZON INDIA MARKETING PRIVATE LIMITED.
- f. promotes any other business opportunity other than VALZON INDIA MARKETING PRIVATE LIMITED Business or solicit any participants to attend meetings for the purpose of presenting another business opportunity at any time; or
- g. uses the meeting as a platform to promote or advocate religious, political and/or personal social beliefs

4.23.2 Personal reflections on the following are not appropriate: a. social and cultural issues;

b. preferences regarding specific political views, parties, candidates or elected officials.

4.23.3 Discussions must only relate to ethics and positive attitudes that will assist and encourage the Distributor/DIRECT SELLERS's and VALZON INDIA MARKETING PRIVATE LIMITED's products, services and business



For Valzon India Marketing Pvt. Ltd.

Director

4.23.4 Income representations, whether direct or implied, must reflect a realistic income potential from participation in the VALZON INDIA MARKETING PRIVATE LIMITED Sales & Marketing Plan/Comp Plan

4.24 Sales & Marketing Plan/Comp Plan of VALZON INDIA MARKETING PRIVATE LIMITED shall be applicable for India only and the region as specified by the company from time to time.

## **Section 5 - Responsibilities and Obligations of all Sponsors**

**5.1 Duties and Responsibilities of Sponsors:** A Distributor/DIRECT SELLERs who engages in sponsoring activity or who sponsors a Distributor/DIRECT SELLERs shall:

5.1.1 Sell to the sponsored Distributor/DIRECT SELLERs an unaltered VALZON INDIA MARKETING PRIVATE LIMITED program, and inform him/her of the applicable refund policy.

5.1.2 Meet requirements of the Distributor/DIRECT SELLERs Contract as set forth in the Distributor/DIRECT SELLERs Contract including VALZON INDIA MARKETING PRIVATE LIMITED Business Policies.

5.1.3 Train and motivate the downlines in accordance with VALZON INDIA MARKETING PRIVATE LIMITED Business Policies, or cooperate with the up line to ensure that this training and motivation occurs.

5.1.4 Ensure that the Distributor/DIRECT SELLERs/downlines, to the next level, fully comply with the VALZON INDIA MARKETING PRIVATE LIMITED Rules of Conduct and the terms of the Distributor/DIRECT SELLERs Contract including the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies, and all applicable laws and regulations.

5.1.5 Encourage downlines, to the next level, to attend official VALZON INDIA MARKETING PRIVATE LIMITED meetings and functions.

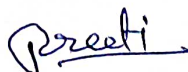
5.1.6 Explain the responsibilities and obligations of a Distributor/DIRECT SELLERs under the Distributor/DIRECT SELLERs Contract, including the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies and instruct the sponsored Distributor/DIRECT SELLERs on how to operate a Distributor/DIRECT SELLERship in accordance with the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies.

5.1.7 Support and comply with the Rules of Conduct and educate and assure that other Distributor/DIRECT SELLERs whom they have personally sponsored and down line of those sponsored, to the next level do the same.

5.1.8 Protect the sponsorship rights of each Distributor/DIRECT SELLERs whom they have personally sponsored and down line of those sponsored, to the next level.

## **Section 6 - Preservation of Downline protocol**

6.1 Protection of the Downline Protocol: The change of ownership of a Distributor/DIRECT SELLERship, transfer, requires prior approval by VALZON INDIA MARKETING PRIVATE



**For Valzon India Marketing Pvt. Ltd.**

**Director**



LIMITED. This approval shall be VALZON INDIA MARKETING PRIVATE LIMITED's sole discretion.

6.1.1 The transfer of Distributor/DIRECT SELLERship will be done after getting sponsor's recommendation.

6.1.2 When a Distributor/DIRECT SELLERship is sold, such Distributor/DIRECT SELLERship shall remain in the same position in the Line of Sponsorship.

6.1.3 Transfers may not be used to strategically or artificially restructure any part of the Line of Sponsorship simply to earn commissions.

**6.2 Individual Transfers:** An individual transfer involves the transfer of a Distributor/DIRECT SELLERs without any of his or her sponsored Distributor/DIRECT SELLERs. Without limiting or restricting in anyway VALZON INDIA MARKETING PRIVATE LIMITED powers and discretion under Rule 6.1 above:

6.2.1 Any Distributor/DIRECT SELLERs who wants to change Sponsors must follow the 3 months inactivity rule sponsorship or the company may use discretion.

6.2.2 VALZON INDIA MARKETING PRIVATE LIMITED will also contact any Sponsor and Leadership Bonus recipients and will allow 15 days for comment.

**6.3 Months Inactivity:** A Distributor/DIRECT SELLERs who wishes to terminate (by resignation or failure to extend) his or her Distributor/DIRECT SELLERship under his or her present Sponsor and who thereafter becomes inactive for a period of 3 or more consecutive months shall cease to be an authorized Distributor/DIRECT SELLERs and may, following the lapse of said inactive period, apply as a new Distributor/DIRECT SELLERs under a new Sponsor. The date on which VALZON INDIA MARKETING PRIVATE LIMITED receives the letter of resignation begins the inactivity period. A person who has not renewed his/her Distributor/DIRECT SELLERship will be considered expired and must remain inactive 3 months from the beginning of the following month. This decision can also be based on company discretion.

6.4.1 To sponsor a Distributor/DIRECT SELLERs under this Rule, the applicant must complete a new Distributor/DIRECT SELLERs Contract which may be obtained from VALZON INDIA MARKETING PRIVATE LIMITED. When VALZON INDIA MARKETING PRIVATE LIMITED receives a Distributor/DIRECT SELLERs Contract, it notifies the original Distributor/DIRECT SELLERs at the executive or above level of the fact and grants him or her 14 days to file an objection to the inactivity claim. If evidence of activity during the 3-month period is substantiated, VALZON INDIA MARKETING PRIVATE LIMITED will refuse to honour the sponsorship under the new Sponsor. The right of a Distributor/DIRECT SELLERs to contest the sponsorship of a former Distributor/DIRECT SELLERs who is now sponsored under a different Sponsor cease **when 3 months have** elapsed since the date VALZON INDIA MARKETING PRIVATE LIMITED accepted the application under the new Sponsor.



For Valzon India Marketing Pvt. Ltd.

Director

**6.4.2 Definition of Inactivity:** Inactivity for purposes of this Rule shall mean that during the period of inactivity, the Distributor/DIRECT SELLERS shall be completely inactive, which means such Distributor/DIRECT SELLERS:

6.4.2.1 Shall not have purchased products or services of VALZON INDIA MARKETING PRIVATE LIMITED as a Distributor/DIRECT SELLERS for personal use (although he or she may do so as a customer)

6.4.2.2 Shall not have sold or supply any products or services of VALZON INDIA MARKETING PRIVATE LIMITED except pursuant to the "buy-back" policy, shall not have engaged in any phase of a product sale/purchase (e.g., taking an order, making a delivery, or accepting payment);

6.4.2.3 Shall not have presented the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan to any Prospect;

6.4.2.4 Shall not have filed an Intent to Continue for the extension of his or her Distributor/DIRECT SELLERSHIP; and

6.4.2.5 Shall not have attended any recruiting, training, or motivational meeting conducted by any Distributor/DIRECT SELLERS or any VALZON INDIA MARKETING PRIVATE LIMITED sponsored meetings;

6.4.2.6 For purposes of this Rule, the following shall NOT constitute activity and do not, therefore, interrupt the running of the Three -month inactivity period so long as the former Distributor/DIRECT SELLERS is otherwise inactive:

6.4.2.6.1 Procuring and/or submitting a written request for transfer;

6.4.2.6.2 Filing a request for the review of an VALZON INDIA MARKETING PRIVATE LIMITED decision

6.4.2.6.3 Directing an inquiry to VALZON INDIA MARKETING PRIVATE LIMITED as to the status of his or her Distributor/DIRECT SELLERSHIP.

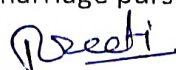
6.4.2.7 During the inactive period, the former Distributor/DIRECT SELLERS must not participate in any activity under another Distributor/DIRECT SELLERSHIP in the name of his or her parents, siblings, or others or he or she shall be determined as "active" for the purposes of this Rule.

6.4.2.8 When either a husband or wife is a Distributor/DIRECT SELLERS, both must fulfil the 3-month inactivity requirements before one can be sponsored again as a Distributor/DIRECT SELLERS.

6.4.2.9 If the Distributor/DIRECT SELLERS who is changing Sponsors under this Rule also has products unsold, they can be returned strictly under the buy-back policy only.

6.4.3 A Distributor/DIRECT SELLERS who is inactive is termed as 'Inactive'

6.5 Where two Distributor/DIRECT SELLERS marry and one or both have attained the executive or above level prior to marriage pursuant to Rule 3.2.2;



For Valzon India Marketing Pvt. Ltd.

Director

6.6 In the event a Distributor/DIRECT SELLERs owns or has an ownership interest in two or more Distributor/DIRECT SELLERship pursuant to this Rule, VALZON INDIA MARKETING PRIVATE LIMITED shall continue to recognize such Distributor/DIRECT SELLERship as separate Distributor/DIRECT SELLERship and will only recognize them as separate, individual Distributor/DIRECT SELLERship for all purposes including, for award and Bonus purposes.

**6.7 Mergers and Combinations of Distributor/DIRECT SELLERship:** No merger or combination of two or more existing Distributor/DIRECT SELLERship by reason of intentional affirmative act on the part of the owners shall be permitted which results in the merging Distributor/DIRECT SELLERship obtaining any level of achievement.

6.7.1 Only those mergers or combinations resulting from failure to file a Notice of Intent to termination, resignation, death (with no designation of succession by heirs), or some involuntary event or cause beyond the control of any of the owners, shall be permitted, provided, however, that the merging business has fewer than two (2) qualified legs. A permissible merger and combination must not be implemented until same has been reviewed and approved by VALZON INDIA MARKETING PRIVATE LIMITED.

6.7.2 Under no circumstances will VALZON INDIA MARKETING PRIVATE LIMITED approve a merger which results in a Distributor/DIRECT SELLERs attaining a higher award level.

**6.8 Divorce, Separation, or Other Dissolution:** Whenever a business is ordered to be separated or divided as the result of a divorce, dissolution of a corporation or partnership (where applicable), the separation or division must be accomplished in such a way as to not adversely affect the interests and/or income of the Distributor/DIRECT SELLERs in the Line of Sponsorship. During the division or separation process, neither party shall administer or operate, together or separately, any other Distributor/DIRECT SELLERship without VALZON INDIA MARKETING PRIVATE LIMITED's express written consent.

**6.8.1 Divorce:** Upon divorce of a married couple one of whom is a signatory to a Distributor/DIRECT SELLERs Contract, VALZON INDIA MARKETING PRIVATE LIMITED shall continue to recognize the signatory to the Distributor/DIRECT SELLERs Contract as the Distributor/DIRECT SELLERs and shall pay Bonuses and grant awards and rewards to such Distributor/DIRECT SELLERs only. VALZON INDIA MARKETING PRIVATE LIMITED will continue to treat the Distributor/DIRECT SELLERship as a single entity and for the purposes of this contract the individuals formerly married are still bound by Rules 3.2, 3.11, and 4.14 as they deal with spousal issues. Any arrangements between divorced spouses with respect to proceeds from the VALZON INDIA MARKETING PRIVATE LIMITED Business of one of the spouses must be handled by the divorcing spouses. Absent the express written consent of VALZON INDIA MARKETING PRIVATE LIMITED, no arrangements shall be made to divide proceeds or to share awards or rewards between divorced spouses.

6.8.2 Dissolution of a Legal Entity Operating a Distributor/DIRECT SELLERship: Absent the express written agreement of VALZON INDIA MARKETING PRIVATE LIMITED to the contrary, prior to dissolution of a legal entity that is a signatory to a Distributor/DIRECT SELLERs Contract, the Distributor/DIRECT SELLERs Contract may be assigned to the authorized representative of the legal entity who signed the Distributor/DIRECT SELLERs Contract

  
For Valzon India Marketing Pvt. Ltd.

Director

originally on behalf of the company, or the Distributor/DIRECT SELLERship may be sold in accordance with Rule 6.5 of the Rules of Conduct. The failure to either assign the Distributor/DIRECT SELLERs Contract to the authorized representative or to sell the Distributor/DIRECT SELLERship in accordance with Rule 6.5 of the Rules of Conduct shall result in abandonment of the Distributor/DIRECT SELLERship in accordance with Section 13 of the Rules of Conduct.

**6.9 Disposition of a Distributor/DIRECT SELLERship:** If a Distributor/DIRECT SELLERs terminates his/her Distributor/DIRECT SELLERship with VALZON INDIA MARKETING PRIVATE LIMITED, or fails to apply for extension of the Distributor/DIRECT SELLERship within the required time period, or dies without leaving heirs who are willing and able to assume responsibility for the Distributor/DIRECT SELLERship, VALZON INDIA MARKETING PRIVATE LIMITED, at its sole discretion, shall decide the future of the Distributor/DIRECT SELLERship in accordance with Section 13.

**6.10 Non-Compete/ Non-Solicitation:**

**(a) Non-Compete:**

A Distributor/DIRECT SELLERs shall not, for a period of 12 months after the termination of his/her contract of Distributor/DIRECT SELLERship with VALZON INDIA MARKETING PRIVATE LIMITED, engage in or carry on any business or service, either directly or indirectly, which may be considered to be in competition with or similar to the businesses of VALZON INDIA MARKETING PRIVATE LIMITED, whether for his/her own account, or for the account of any other person in India, using or exploiting any confidential information belonging to VALZON INDIA MARKETING PRIVATE LIMITED, its customers or Distributor/DIRECT SELLERs. All information related to VALZON INDIA MARKETING PRIVATE LIMITED sponsorship, VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan, marketing strategies, technology, know-how, customer lists and contacts, Distributor/DIRECT SELLERs lists and contacts, customer portfolios, costs of production and marketing, product costs, products, quoted product supply, specific needs and requirements of customers and suppliers, status of all on-going negotiations with customers, product lists, and any other information which by its nature could be considered to be confidential.

**(b) Non-Solicitation:**

A Distributor/DIRECT SELLERs shall not, during the existence of his/her contract of Distributor/DIRECT SELLERship with VALZON INDIA MARKETING PRIVATE LIMITED, and for a period of 12 months after the termination of his/her contract of Distributor/DIRECT SELLERship with VALZON INDIA MARKETING PRIVATE LIMITED, whether for his/her own account, or for the account of any other person in India, solicit, induce, attempt to solicit, attempt to induce, or otherwise entice away from VALZON INDIA MARKETING PRIVATE LIMITED, any of its Distributor/DIRECT SELLERs in India.

**Section 7 - Presentation of the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan**



For Valzon India Marketing Pvt. Ltd.

Director

7.1 Must not Give False Impression: When inviting a prospect to hear a presentation of the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan, a Distributor/DIRECT SELLERS shall neither directly or indirectly:

7.1.1 Give the impression that the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan relates to an employment opportunity (in accordance with Rule 4.11);

7.1.2 Does not imply that the invitation is to a social event;

7.1.3 must not Disguise the invitation as a "market survey;"

7.1.4 must not Promote the event as a "tax seminar;" as stated in Rule 8.3.3;

7.1.5 must not Promote the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity as a business relationship with a person, company, or organization other than VALZON INDIA MARKETING PRIVATE LIMITED as stated in Rule 4.23.1 sub point (e) above;

7.1.6 must not Directly or indirectly indicate that the products are merely a line of products distributed through or as a part of a brokerage, consignment, or intermediary business operated by a person, company or organization other than VALZON INDIA MARKETING PRIVATE LIMITED;

7.1.7 Must not Directly or indirectly indicate that the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity, Distributor/DIRECT SELLERS or products and services merchandised through VALZON INDIA MARKETING PRIVATE LIMITED are part of any business other than the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity as defined in the Rules of Conduct and other official VALZON INDIA MARKETING PRIVATE LIMITED literature;

7.1.8 Must not Fail to affirmatively indicate in connection with such invitation the true nature of such presentation and that the presentation is about the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan and the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity; or

7.1.9 Must not Engage in any other direct or indirect misrepresentation of the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity and the Distributor/DIRECT SELLERS's relationship to VALZON INDIA MARKETING PRIVATE LIMITED and the nature of this the VALZON INDIA MARKETING PRIVATE LIMITED Business, or omit any information that a person receiving such an invitation or attending or otherwise participating in such a presentation or event could reasonably be expected to need in order to properly evaluate the VALZON INDIA MARKETING PRIVATE LIMITED Business Opportunity, VALZON INDIA MARKETING PRIVATE LIMITED products and services.

7.1.10 Or in any other way violate Rule 4.23 above.

**7.2 First Contact with Prospects:** It is a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies for a Distributor/DIRECT SELLERS to mislead or fail to inform a Prospect Distributor/DIRECT SELLERS the nature of the Distributor/DIRECT

*Prachi*

For Valzon India Marketing Pvt. Ltd.

Director

SELLERs activities and, therefore, at the first contact with Prospects, a Distributor/DIRECT SELLERs must:

7.2.1 Introduce himself/herself by name;

7.2.2 Truthfully and honestly represent the VALZON INDIA MARKETING PRIVATE LIMITED 's Sales and Marketing Plan/Comp Plan, its products and/or services;

7.2.3 Respond with full transparency about the Sales and Marketing plan.

7.3 Sponsorship Ethics: In seeking participation of a prospect in the VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan/Comp Plan, the sponsoring Distributor/DIRECT SELLERs must comply with Rule 4.23 above as well as the following:

7.3.1 Must not say that a successful Distributor/DIRECT SELLERship can be built in the form of a "special privilege".

7.3.2 Must not say that there is no requirement for the retail sale or marketing of products by Distributor/DIRECT SELLERs.

7.3.3 Must not promote the enjoyment of tax benefits as the best or principal reason for becoming a Distributor/DIRECT SELLERs.

7.3.4 Must not say that the business is a "get-rich-quick" opportunity in which it is easy to achieve success with little or no expenditure of effort or time. In the event that another Distributor/DIRECT SELLERs is used as an example for success, that Distributor/DIRECT SELLERs success must be verifiable and substantiated.

7.3.6 A Distributor/DIRECT SELLERs must not misrepresent the relationship between VALZON INDIA MARKETING PRIVATE LIMITED and any other company affiliated with VALZON INDIA MARKETING PRIVATE LIMITED.

**7.4 No Exclusive Territories:** No Distributor/DIRECT SELLERs shall represent that there are exclusive territories available. It is a breach of the terms of Distributor/DIRECT SELLERship to make such a representation.

**7.5 No Obligation to Purchase:** A Distributor/DIRECT SELLERs shall not require a Prospect to purchase products and/or services and/or that a deposit is required in order to seek the opportunity.

#### **Section 8 - Use of the VALZON INDIA MARKETING PRIVATE LIMITED Trade Name, Trademarks and Copyrighted Materials**

This rule has been developed to maintain the integrity of VALZON INDIA MARKETING PRIVATE LIMITED's intellectual property and to ensure that the VALZON INDIA MARKETING PRIVATE LIMITED brand will be available exclusively for the VALZON INDIA MARKETING PRIVATE LIMITED Business.

Therefore, no alterations to the approved logotype are allowed. Upon request, VALZON INDIA MARKETING PRIVATE LIMITED will provide an example of the approved logotype and color specifications.



For Valzon India Marketing Pvt. Ltd.

Director

**8.1 Misuse and Misappropriation:** Distributor/DIRECT SELLERS shall not misuse or misappropriate VALZON INDIA MARKETING PRIVATE LIMITED trademarks or other intellectual property or proprietary information. It is a breach of the Distributor/DIRECT SELLERS Contract for a Distributor/DIRECT SELLERS to use any trademarks or other intellectual property or proprietary information belonging to or licensed to VALZON INDIA MARKETING PRIVATE LIMITED except in accordance with the applicable terms, conditions and procedures set forth in the Distributor/DIRECT SELLERS Contract, including the VALZON INDIA MARKETING PRIVATE LIMITED Rules and Policies.

8.1.1 Each Distributor/DIRECT SELLERS acknowledges and agrees that VALZON INDIA MARKETING PRIVATE LIMITED is the licensee of certain trademarks including, e.g., logos, service marks and other intellectual property and industrial property, including the name VALZON INDIA MARKETING PRIVATE LIMITED, and various trademarks, trade names and service marks used in connection with VALZON INDIA MARKETING PRIVATE LIMITED products and services, and the various designs or labels.

8.1.2 Distributor/DIRECT SELLERS shall not use, in connection with his/her VALZON INDIA MARKETING PRIVATE LIMITED Business or any other business (including but not limited to, any business vehicle, office, phone listings, premises, or stationery) and/or on or in connection with any products, the VALZON INDIA MARKETING PRIVATE LIMITED name, or trademarks, service marks or other intellectual property belonging or licensed to VALZON INDIA MARKETING PRIVATE LIMITED without the prior written consent of VALZON INDIA MARKETING PRIVATE LIMITED and subject always to any conditions attached to such use except as otherwise provided herein. VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to withdraw its consent at its discretion.

**8.2 Meetings/Events:** A Distributor/DIRECT SELLERS must first obtain prior written approval from VALZON INDIA MARKETING PRIVATE LIMITED for such use of the VALZON INDIA MARKETING PRIVATE LIMITED name (A public meeting is one where prospects may attend). The Distributor/DIRECT SELLERS shall provide a written request to VALZON INDIA MARKETING PRIVATE LIMITED for each meeting; such request shall include a description of the proposed banners/signs, their size, materials to be used for banner/signs and location.

8.2.1 Distributor/DIRECT SELLERS must not produce or obtain any printed products from any source other than VALZON INDIA MARKETING PRIVATE LIMITED which bears the VALZON INDIA MARKETING PRIVATE LIMITED name, trademark, logo or trade name without written permission. Such permissions must be renewed for each Event/Meeting.

8.2.2 VALZON INDIA MARKETING PRIVATE LIMITED reserves the right at all times to withdraw permission to display the VALZON INDIA MARKETING PRIVATE LIMITED 's name if standards stated are not met, of which VALZON INDIA MARKETING PRIVATE LIMITED shall be the sole judge.

**8.3 Imprinted Checks and Business Cards:** Provided that a Distributor/DIRECT SELLERS is otherwise in full compliance with the Rules of Conduct and all other provisions of the Distributor/DIRECT SELLERS Contract, a Distributor/DIRECT SELLERS may use the VALZON INDIA MARKETING PRIVATE LIMITED name (but not the VALZON INDIA MARKETING PRIVATE

  
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LIMITED trademark, logo or any other trademarks, trade names, or service marks belonging to or licensed to VALZON INDIA MARKETING PRIVATE LIMITED), on his imprinted checks and business cards provided that name is used in one of the following ways with no deviation:

- (Common name)
- VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERs Or (common name)
- Distributor/DIRECT SELLERs of VALZON INDIA MARKETING PRIVATE LIMITED products/services

8.3.1 Authorization for use of the VALZON INDIA MARKETING PRIVATE LIMITED name on Distributor/DIRECT SELLERs business cards must be requested in writing to VALZON INDIA MARKETING PRIVATE LIMITED 's Sales departments. This request will be reviewed by VALZON INDIA MARKETING PRIVATE LIMITED prior to approval.

8.3.2 Any written approval for the use of the VALZON INDIA MARKETING PRIVATE LIMITED name on business cards must be renewed annually. No Distributor/DIRECT SELLERs may refer to himself/herself other than as a Distributor/DIRECT SELLERs on the business cards.

8.3.3 A Distributor/DIRECT SELLERs may not promote any other activities unrelated to the VALZON INDIA MARKETING PRIVATE LIMITED business on their imprinted checks and business cards, including but not limited to, the placement of information, trademarks, trade names, logos or service marks relative to any training or education company, system or program the Distributor/DIRECT SELLERs owns, controls or participates in.

**8.4 Promotional Literature, Stationery, Premiums, etc.:** Distributor/DIRECT SELLERs shall not produce or procure from a source other than VALZON INDIA MARKETING PRIVATE LIMITED any item bearing the VALZON INDIA MARKETING PRIVATE LIMITED name or logo or any trademarks, trade names or service marks belonging to or licensed to VALZON INDIA MARKETING PRIVATE LIMITED.

## Section 9

**9.1 Death and Inheritance:** Upon the death of a Distributor/DIRECT SELLERs, the Distributor/DIRECT SELLERs's interest in the Distributor/DIRECT SELLERship may be passed on to a relative or other designated person, subject to the laws on succession and VALZON INDIA MARKETING PRIVATE LIMITED's acceptance of the assignment of the Distributor/DIRECT SELLERship pursuant to Rule 3. Therefore, the original Distributor/DIRECT SELLERs must make proper arrangements during their lifetime for the orderly and legal transfers of ownership of their Distributor/DIRECT SELLERship to their heirs. This is to ensure that downline Distributor/DIRECT SELLERs will continue to receive proper service, training and motivation.

## Section 10 - Breach of Contract; Procedures

### 10.1 Procedures.

  
For Valzon India Marketing Pvt. Ltd.

Director



**10.1.1 Investigation:** When VALZON INDIA MARKETING PRIVATE LIMITED believes that a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies has occurred, will occur, or is threatened to occur, VALZON INDIA MARKETING PRIVATE LIMITED may investigate the activity of the Distributor/DIRECT SELLERS at issue. VALZON INDIA MARKETING PRIVATE LIMITED may undertake this investigation on its own initiative or when requested by another Distributor/DIRECT SELLERS who has submitted a written complaint to VALZON INDIA MARKETING PRIVATE LIMITED as provided in Rule 10.1.2.

**10.1.2 Complaints by Distributor/DIRECT SELLERS:** A Distributor/DIRECT SELLERS who believes that another Distributor/DIRECT SELLERS has breached the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies and/or the Rules of Conduct, or who has personal knowledge of the activities leading to such alleged breach, shall notify VALZON INDIA MARKETING PRIVATE LIMITED in writing of the alleged breach and all facts connected with it. A copy of this notification shall be provided either by the Distributor/DIRECT SELLERS or VALZON INDIA MARKETING PRIVATE LIMITED to the Distributor/DIRECT SELLERS's Upline.

10.1.2.1 On receiving this notice VALZON INDIA MARKETING PRIVATE LIMITED will notify the appropriate Distributor/DIRECT SELLERS of the complaint and request an immediate response within 48 working hours.

10.1.2.2 If the complaint and response do not contain sufficient facts upon which to make a decision, information may be requested from any party by VALZON INDIA MARKETING PRIVATE LIMITED.


10.1.2.3 When VALZON INDIA MARKETING PRIVATE LIMITED believes that it has sufficient information regarding the facts and circumstances relevant to the complaint, VALZON INDIA MARKETING PRIVATE LIMITED will decide whether there has been a violation of the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies or other breach of the Rules of Conduct and will take appropriate action in accordance with Rule 12.

**10.1.3 Notification of Action.**

10.1.3.1 VALZON INDIA MARKETING PRIVATE LIMITED will forward a decision letter to the violating Distributor/DIRECT SELLERS, as well as the Sponsor of the sanctioned Distributor/DIRECT SELLERS. The decision letter will list the specific complaint(s), outline the corrective action to be taken and, if appropriate, set a time limit for the Distributor/DIRECT SELLERS to comply.

10.1.3.2 Any notice shall:

10.1.3.2.1 Be mailed, e-mailed or faxed or sent by registered mail or other confirmable method allowable by law to the VALZON INDIA MARKETING PRIVATE LIMITED or fax that VALZON INDIA MARKETING PRIVATE LIMITED has on record for the Distributor/DIRECT SELLERS. Claim of failure of a Distributor/DIRECT SELLERS to receive a notice shall not delay the action by VALZON INDIA MARKETING PRIVATE LIMITED; and

  
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10.1.3.2.2 If applicable, state the Section(s) of the Rules of Conduct or other provisions of the Distributor/DIRECT SELLERS Contract violated or breached by the Distributor/DIRECT SELLERS; and

10.1.3.2.3 State the date of which any such action shall become effective; and

**Waiver of Claims:** A Distributor/DIRECT SELLERS waives any and all claims against VALZON INDIA MARKETING PRIVATE LIMITED arising out of or in respect to any action that VALZON INDIA MARKETING PRIVATE LIMITED takes under the Distributor/DIRECT SELLERShip and/or this Rule. A Distributor/DIRECT SELLERS who is terminated, de-sponsored or has other action taken as a result of a violation of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies shall have no claim against VALZON INDIA MARKETING PRIVATE LIMITED arising out of or with respect to the termination or de-sponsorship.

### **Section 11- Breach of Contract; Sanctions**

**11.1 Sanctions:** In the event VALZON INDIA MARKETING PRIVATE LIMITED at its sole discretion determines that there has been a breach of the Rules of Conduct or the VALZON INDIA MARKETING PRIVATE LIMITED Business Policies by a Distributor/DIRECT SELLERS, VALZON INDIA MARKETING PRIVATE LIMITED may take one or more of the following actions:

11.1.1 Terminate the Distributor/DIRECT SELLERShip by providing the Distributor/DIRECT SELLERS with a written notice via email on registered email id or by some other suitable or electronic means or as allowed by law; or

11.1.2 Require the Distributor/DIRECT SELLERS to attend training; or

11.1.3 Suspend specific authorizations under the Distributor/DIRECT SELLERShip, such as by way of example and without limitation, the Distributor/DIRECT SELLERS opportunity to Sponsor, to purchase or sell VALZON INDIA MARKETING PRIVATE LIMITED products and services, or to conduct similar activities associated with the VALZON INDIA MARKETING PRIVATE LIMITED Business;

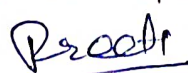
11.1.4 Remove the Distributor/DIRECT SELLERS as a Sponsor of any downline Distributor/DIRECT SELLERS also called "de-sponsoring" and/or restrict the Distributor/DIRECT SELLERS's authority to Sponsor others;

11.1.5 Require refund of VALZON INDIA MARKETING PRIVATE LIMITED Bonus;

11.1.6 Remove any qualification and require return of any objects evidencing such qualification (by way of example and not limitation, such as pins, certificates, etc.); or

11.1.7 Require written acknowledgement of the breach(es) and an undertaking not to breach the Distributor/DIRECT SELLERS Contract in the future; or

11.1.8 Take any action short of termination of the Distributor/DIRECT SELLERShip as may be permissible under applicable law and appropriate in VALZON INDIA MARKETING PRIVATE LIMITED's sole discretion to address the specific breach(es);



For Valzon India Marketing Pvt. Ltd.

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**11.2 No Waiver:** The failure of VALZON INDIA MARKETING PRIVATE LIMITED to take any action upon learning of a breach or potential breach shall not constitute a waiver of VALZON INDIA MARKETING PRIVATE LIMITED's rights to assert such a breach in the future. The failure of a Distributor/DIRECT SELLERS to take any action upon learning of a breach shall not constitute a waiver of any other rights or remedies that may be available under applicable law.

**11.3 Suspension:** VALZON INDIA MARKETING PRIVATE LIMITED reserves the right to determine the specific terms of each Suspension on case-by-case bases including block respective Ids of the Distributor/DIRECT SELLERS. In the event of any breach of contract by a Distributor/DIRECT SELLERS, VALZON INDIA MARKETING PRIVATE LIMITED may take action to suspend some or all of the Distributor/DIRECT SELLERS's privileges under the Distributor/DIRECT SELLERShip (till matters are resolved in a reasonable time which could be extended to a maximum of 15 working days usually but could be more in case of usual rare cases), including but not limited to:

11.3.1 Resolution of the complaint within a specified time (max 30 days). VALZON INDIA MARKETING PRIVATE LIMITED can hold the payments due for a maximum of 30 days till when the complaint is resolved.

11.3.2 Suspending authorization to conduct sponsoring activity (sponsoring, recruiting meetings, training sessions, home presentations, etc.); and/or

11.3.3 Suspend invitations to company-sponsored seminars, trips and events; and/or 11.3.4 Conduct reorientation and retraining meetings; and/or

11.3.5 Require that Distributor/DIRECT SELLERS provide VALZON INDIA MARKETING PRIVATE LIMITED with recordings of their VALZON INDIA MARKETING PRIVATE LIMITED Sales and Marketing Plan presentations.

**11.4 Actions on Termination:** Upon termination for any cause whatsoever, the Distributor/DIRECT SELLERS shall:

11.4.1 Cease to identify himself/herself as a VALZON INDIA MARKETING PRIVATE LIMITED Distributor/DIRECT SELLERS.

## **Section 12 - Disposition of Terminated Distributor/DIRECT SELLERShip**

**12.1 Abandonment:** When a Distributor/DIRECT SELLERShip is terminated or not renewed, the Distributor/DIRECT SELLERShip is considered abandoned, and the signatory to the Distributor/DIRECT SELLERS Contract shall have no further rights in the Distributor/DIRECT SELLERShip. VALZON INDIA MARKETING PRIVATE LIMITED may Assign or Dissolve the Distributor/DIRECT SELLERShip, pursuant to Rule 13.1.1 and Rule 13.1.2, the right to operate the VALZON INDIA MARKETING PRIVATE LIMITED business in the former Distributor/DIRECT SELLERS's position in the Line of Sponsorship to another Distributor/DIRECT SELLERS, or may remove such position in the Line of Sponsorship.

**12.1.1 Sale of Distributor/DIRECT SELLERShip.** If VALZON INDIA MARKETING PRIVATE LIMITED elects to sell the right to operate a VALZON INDIA MARKETING PRIVATE LIMITED

  
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business in the former Distributor/DIRECT SELLERS's position in the Line of Sponsorship, the following will be observed:

12.1.1.1 The sale shall be offered in the order of priority imposed by Rule 6.5 above.

12.1.1.2 The terms of the sale will be set forth in a written contract executed between VALZON INDIA MARKETING PRIVATE LIMITED and the purchaser.

12.1.1.3 The purchasing party shall operate the VALZON INDIA MARKETING PRIVATE LIMITED business in the position in the Line of Sponsorship held by the previous Distributor/DIRECT SELLERS.

**12.1.2 Dissolution of Distributor/DIRECT SELLERship.** If VALZON INDIA MARKETING PRIVATE LIMITED so elects, the Sponsor of the former Distributor/DIRECT SELLERS in the Line of Sponsorship may undertake the obligations of the former Distributor/DIRECT SELLERS and assume the role of Sponsor for all Distributor/DIRECT SELLERS who had been personally Sponsored by the former Distributor/DIRECT SELLERS.

12.2 No Limitation on VALZON INDIA MARKETING PRIVATE LIMITED: VALZON INDIA MARKETING PRIVATE LIMITED, however, is in no way limited to any of the above methods of disposition of VALZON INDIA MARKETING PRIVATE LIMITED business and may exercise complete discretion as to methods and/or timing of disposition.

Any dispute is subject to Indore Jurisdiction.

**13. Rule for changes in Profile of the Distributor/DIRECT SELLERS Id**

1. To change a Person's Profile, a mail Request should be sent to – [support@VALZON.in](mailto:support@VALZON.in)

  
For Valzon India Marketing Pvt. Ltd.  
Director