

4Life® Policies & Procedures

(Effective April 15, 2021)

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1. Introduction

- 1.1. Policies Incorporated into Direct Seller Application and Agreement. These Policies and Procedures ("Policies"), in their present form and as amended from time to time at the sole discretion of ForLife Trading India Pvt. Ltd. (hereafter "4Life" or the "Company"), are incorporated into, and form an integral part of, the 4Life Direct Seller Application and Agreement (hereafter "Direct Seller Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the 4Life Direct Seller Agreement, these Policies, the Life Rewards Plan. These documents are incorporated by reference into the Direct Seller Agreement (all in their current form and as amended by 4Life). It is the responsibility of each Direct Seller to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Official 4Life Materials. When sponsoring a new Direct Seller, it is the responsibility of the sponsoring Direct Seller to ensure that the applicant has access to the most current version of these Policies prior to or at the time the applicant executes the Direct Seller Agreement and can be accessed on our website. Capitalized terms throughout these Polices are fully defined at the end of these Policies, alphabetically under "Glossary of Terms."
- 1.2. <u>Purpose of Policies</u>. 4Life Direct Sellers are required to comply with all the Terms and Conditions set forth in the Agreement which 4Life may amend at its sole discretion from time to time, as well as all central and state laws governing their 4Life business and their conduct. Because Direct Sellers may be unfamiliar with many of these standards of practice, it is very important that each Direct Seller read and abide by the Agreement. The information in these Policies should be reviewed carefully. They explain and govern the relationship between a Direct Seller and the Company.
- 1.3. Changes to the Direct Seller Agreement, Policies, Life Rewards Plan and Product Price List. 4Life reserves the right to amend the Agreement and the prices in its Product Price List in its sole and absolute discretion. By signing the Direct Seller Agreement, a Direct Seller agrees to abide by all amendments or modifications that 4Life elects to make. Notification of amendments shall appear in Official 4Life Materials. Price changes are not subject to prior notice and shall be effective upon publication in Official 4Life Materials, including but not limited to, posting on 4life.com, email distribution, publication in 4Life's newsletter, product inserts, price sheets, or any other commercially reasonable method. The continuation of a Direct Seller's 4Life business or a Direct Seller's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.
- 1.4. <u>Delays</u>. 4Life shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impractical due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, war, fire, flood, death, pandemic, curtailment of a party's source of supply, or government decrees or orders.
- 1.5. <u>Policies and Provisions Severable</u>. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.
- 1.6. <u>Titles Not Substantive</u>. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.
- 1.7. <u>Waiver</u>. Neither party gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of either party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the party's right to demand exact compliance with the Agreement. Waiver can be effectuated only in writing by an authorized officer or representative of either party. A party's waiver of any particular breach by the other party shall not affect or impair the party's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any



other Direct Seller, nor shall any delay or omission by a party to exercise any right arising from a breach affect or impair 4Life's rights as to that or any subsequent breach.

The existence of any claim or cause of action by a party against the other party shall not constitute a defense to the party's enforcement of any term or provision of the Agreement.

2. Becoming a Direct Seller

- 2.1. <u>Requirements to Become a Direct Seller</u>. To become a Direct Seller of 4Life no entry fee or subscription is charged, joining is free, but each applicant must:
 - Have attained the age of majority under applicable law and should be eligible to enter into a contract;
 - Reside in India and submit a valid copy of government issued Identification card along with address proof;
 - Have a valid Permanent Account Number (PAN), if applicable, as per the Income Tax Act; and
 - Submit a properly completed and signed Direct Seller Agreement to 4Life (the Company reserves the right to reject any applications for new Direct Seller Accounts).
 - Should neither have been convicted of any offence nor declared bankrupt during the last 5 years from the date of execution of the Direct Seller Agreement.
- 2.2. New Direct Seller Registration. A new Direct Seller may apply to become a Direct Seller online or by visiting any 4Life office. An online or original soft copy of the Direct Seller Agreement must be received by the Company by end of the same month from the date of online enrollment. If no application is received, the new enrollee's Direct Seller Agreement will be cancelled in 60 days of online date of enrollment. For purposes of the Agreement, signatures on applications submitted through these electronic methods shall be deemed original signatures.
- 2.3. <u>Direct Seller Benefits</u>. Once a Direct Seller Agreement has been accepted by 4Life, the benefits of the Life Rewards Plan and the Direct Seller Agreement are available to the new Direct Seller. These benefits include the right to:
 - Purchase 4Life products at the Wholesale Price;
 - Retail 4Life products, which are described in the 4Life product catalog, and profit from these sales;
 - Participate in the Life Rewards Plan (receive bonuses and commissions, if eligible);
 - Sponsor other individuals as Customers or Direct Sellers and thereby build a Marketing Organization and progress through the Life Rewards
 - Receive periodic 4Life literature and other 4Life communications;
 - Subscribe to a MyShop account to facilitate the easiest online enrollment and buying experience for his or her customers;
 - Participate in 4Life-sponsored support service training, and motivational and recognition functions upon payment of appropriate charges, if applicable; and
 - Participate in promotional and incentive contests and programs sponsored by 4Life for its Direct Sellers.
 - Enjoy a 15- d a y cooling-off period from the date of execution of the Direct Seller Agreement and 30 days buy-back of the currently marketable and resalable products.

3. Operating a 4Life Business

After acceptance of the Direct Seller Agreement by 4Life, the Direct Seller is authorized and welcomed to engage in the 4Life business and sell 4Life products. The Direct Seller is duty bound to honor the Agreement and observe the applicable law. The Direct Sell er must be honest, truthful, and must inform and satisfy the customer completely regarding the 4Life business and products. Direct Seller shall not indulge in any misleading, deceptive or Unfair Trade Practices. The conduct of Direct Seller and 4Life business is governed by the Agreement including Official 4Life Materials as provided by 4Life from time to time.

The Direct Seller shall always identify himself as 4Life Direct Seller to third parties, whether known or unknown, while conducting 4Life business. Direct Sellers shall not, directly or indirectly, indulge in fraud, coercion, harassment, unconscionable or unlawful means for conducting 4Life business nor engage in mis-selling nor any other such conduct which disparages the image or diminishes the goodwill of 4Life. 4Life does not permit or tolerate any such conduct. As a Direct Seller of 4Life, you provide your consent for collection of your data, including personal and sensitive personal data, for further processing, disclosure and transmission as per applicable law and as required under the Agreement.



3.1. Marketing and Training Systems. Direct Sellers shall describe the Life Rewards Plan as set forth in Official 4Life Materials. Direct Sellers shall not offer the 4Life opportunity through, or in combination with, any marketing or training system, program, or method of marketing that is inconsistent with Official 4Life Materials. Direct Sellers shall not require, recommend or encourage other current or prospective Retail Customers, Customers or Direct Sellers to execute any agreement or contract other than official 4Life agreements and contracts in order to become a Direct Seller.

Similarly, Direct Sellers shall not require or encourage other current or prospective Retail Customers, Customers or Direct Sellers to make any purchase from, or payment to, any individual or entity to participate in the Life Rewards Plan other than those purchases or payments identified as recommended or required in Official 4Life Materials.

3.2. Advertising. All Direct Sellers shall safeguard and promote the good reputation of 4Life and its products. The marketing and promotion of 4Life, the 4Life opportunity, the Life Rewards Plan, Official 4Life Materials, and 4Life products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. 4Life specifically prohibits the use of mass unsolicited telephone autodialing, faxing, email ("spam"), and "boilerroom" telemarketing operations. Direct Seller shall advertise (via any medium) in accordance with the Agreement and shall be in a manner which is consistent with the actual characteristics of the product as provided by 4Life. Direct Seller shall further make sure that in relation to 4Life all promotional literature, advertisement or mail sent by him/her shall contain the name and contact details of 4Life and that of the Direct Seller.

To promote both the products and the opportunity 4Life offers, Direct Sellers must use only the sales aids and support materials produced by 4Life or those which have been submitted to 4Life and approved by the Company in writing. Any changes to the material after written approval has been issued shall require that the revised material be re-submitted to 4Life and receive separate written approval before it can be used. If a Direct Seller submits material to 4Life for approval, the request shall be deemed denied unless the Direct Seller receives specific written approval. Direct Sellers receiving written approval for sales aids and support materials they produce may provide such materials to other Direct Sellers for use. 4Life may revoke its authorization for use of Direct Seller-produced materials at its discretion, and Direct Sellers waive any and all claims and causes of action against 4Life for such revocation and shall instantaneously stop using the said materials. All rights in the materials produced by the Direct Seller shall reside with 4Life.

Online Advertising, Marketing, and Promotion

It is the Direct Seller's obligation to ensure his or her online marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential Retail Customers, Customers, potential Direct Sellers, or Direct Sellers in any way. Websites and web promotion activities (which include, but are not limited to, Social Media sites) and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This includes, but is not limited to, spam linking (or blog spam), unethical, or misleading search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a pay-per-click campaign appear to route to an official 4Life corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases.

MyShop

The term MyShop refers to the MyShop account offered by 4Life. MyShop accounts facilitate the easiest online enrollment and buying experience.

Because a MyShop website resides on the 4life.com domain, 4Life reserves the right to receive analytics and information regarding the usage of that website and by using our website, you provide us with your consent to collect data from you as per applicable law.



By default, MyShop website URLs are <u>www.4life.com/</u> <Direct Seller's 4Life ID #>. Upon approval from 4Life's Compliance Department, this default ID may be changed; however, the change cannot:

- a) Be confused with other portions of the 4Life corporate website;
- b) Confuse a reasonable person into thinking they have landed on a 4Life corporate page;
- Be confused with any 4Life team name;
- d) Contain words that imply product or income claims, or any discourteous, misleading, or off-color language that disparage 4Life's image.

4Life reserves the right to approve all MyShop website information.

External Websites Approved by 4Life

The term External Website refers to a Direct Seller's own personal website, or other web presence that is used for a Direct Seller's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website. A Direct Seller is allowed to have an External Website to personalize his or her 4Life business and promote the 4Life opportunity but said External Website must be approved by 4Life. If a Direct Seller wishes to develop an External Website, he/she must do so as follows:

- a) Submit an executed External Website Sales Agreement to 4Life's Compliance Department at compliance@4life.com, and receive 4Life's approval in advance of being available for public viewing;
- b) Submit the content of the External Website to 4Life for approval in advance of being available for public viewing. 4Life reserves the right to disapprove of any External Website, and the Direct Seller waives all claims against 4Life should such authorization be rescinded;
- c) Adhere to the branding and image usage policies described in these Policies;
- d) Agree to modify the External Website to comply with current and future Policies;
- e) Agree to terminate the External Website upon Cancellation of the Direct Seller's Direct Seller Agreement.
- f) Agrees and acknowledges the rights of 4Life over the content hosted on such External websites as far as it relates to 4Life.

External Website Content

The Direct Seller is solely responsible and liable for his or her own website content, messaging, claims, and information and must ensure the External Website appropriately represents and enhances the 4Life brand and adheres to these Policies. Additionally, the website must not contain popup ads or malicious code. Decisions and corrective actions in this area are at 4Life's sole discretion. The Direct Seller is solely responsible to ensure that no content appears on his or her External Website that constitutes the intellectual property of a third party. Should an action be brought against 4Life for any content on a Direct Seller's External Website, the Direct Seller agrees to indemnify 4Life for any loss, damage, settlement, judgment, or payment of any kind that 4Life incurs as a result of such action. The Direct Seller further agrees to pay all of 4Life's legal fees and expenses associated with such action. The Direct Seller agrees that 4Life may deduct any sums from any amounts owed to the Direct Seller as an offset against payments and expenses. If amounts owed to the Direct Seller are not sufficient to cover the payments and expenses, the Direct Seller agrees that he or she will make such payments to 4Life with funds from other sources.

External Website Must Exclusively Promote 4Life

External Website must contain only content and information that is exclusive to 4Life. May not advertise other products or opportunities other than 4Life products and the 4Life opportunity.

External Website Termination

In the event of the Cancellation of a Direct Seller's Direct Seller Agreement, a Direct Seller is required to remove its External Website from public view within three days from the date of cancellation of Direct Seller Agreement. A Direct Seller's External Website may be transferred to another Direct Seller, subject to 4Life approval, on a case-by-case basis.

Team Websites

A Direct Seller may use team websites for the purposes of connecting, communicating, training, educating, and sharing best practices among team members.



Domain Names, Email Addresses, and Online Aliases

A Direct Seller is not allowed to use or register for use "4Life" or any of 4Life's trademarks, product names, or any derivatives, misspellings, or marks that are similar to or which can reasonably be confused with the foregoing, for any Internet domain name, email address, Social Media site, blog site, or online handles or aliases. Additionally, a Direct Seller may not use or register domain names, email addresses, Social Media addresses, web or Social Media handles, or names and/or online aliases that could cause confusion, be misleading or deceptive, or which may cause individuals to believe or assume the website or communication is from, or is the property of, 4Life.

4Life Hotlinks

When directing readers to the Direct Seller's External Website or a Direct Seller's MyShop website, it must be evident to a reasonable reader, from a combination of the link, and the surrounding context, that the link will be routing to the site of a Direct Seller. Attempts to mislead web traffic into believing they are going to a 4Life corporate site, when in fact, they land at a Direct Seller's External Website or a Direct Seller's MyShop website are not allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at 4Life's sole discretion.

A Direct Seller's External Website may not link to any other site than a MyShop website. A Direct Seller may place inbound links to his or her External Website, but sites from which the Direct Seller links must not contain any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.

Online Classifieds

A Direct Seller may use online classifieds to list, sell or retail specific 4Life products or product bundles. A Direct Seller may use online classified for prospecting, sponsoring and informing the public about the 4Life business. Within the online classified text, the Direct Seller must identify himself or herself as a "4Life Independent Direct Seller" and provide the content for the classified message to 4Life in advance of use for prior approval. If a link or URL isprovided, it must link to the Direct Seller's own MyShop website or the Direct Seller's External Website. The link or URL may not be linked to the MyShop of any other Direct Seller or Customer.

Online Auction, Online Retailing and e-Commerce Websites

A Direct Seller may not list or sell 4Life products on online auction websites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Nor may a Direct Seller knowingly sell 4Life products to a third party, or otherwise assist a third party, who sells 4Life products on online auction websites, online retail websites, or e-commerce websites.

Banner Advertising

A Direct Seller may place banner ads on a third-party website provided the Direct Seller uses 4Life-approved templates and images. All banner advertisements must link to the Direct Seller's MyShop website or the Direct Seller's External Website. A Direct Seller may not use blind ads or web pages that make product or income claims that are ultimately associated with 4Life products or the 4Life business opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.

Spam Linking

Spam Linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. A Direct Seller may not engage in spam linking. This includes blog spamming, blog comment spamming, and/or spamdexing. Any comments a Direct Seller makes on blogs, forums, guest books, etc., must be unique, informative and relevant.

Digital Media Submission (YouTube, iTunes, Photo Bucket, etc.)

Direct Seller may upload or publish any 4Life-related video, audio or photo content that the Direct Seller develops and creates as long as it aligns with 4Life values, contributes to the greater good of the 4Life community, and is in



compliance with these Policies and Official 4Life Materials. A Direct Seller must clearly identify himself or herself as a "4Life Independent Direct Seller" in each submission in the content itself and in the content description tag and the Direct Seller must comply with all copyright and legal requirements.

Sponsored Links / Pay-Per-Click Ads

Sponsored links or pay-per-click ads are acceptable. The destination URL must be to either a Direct Seller's MyShop website or to a Direct Seller's External Website. The display URL must also be to either a Direct Seller's MyShop website or to a Direct Seller's External Website and must not portray any URL that could lead the user to assume he or she is being led to a 4Life corporate site or be inappropriate or misleading in any way.

Social Media

Social Media may be used by a Direct Seller to share information about 4Life. However, a Direct Seller who elects to use social media must adhere to these Policies and Official 4Life Materials in all respects.

Direct Sellers may offer to sell 4Life products on Social Media sites. Profiles that a Direct Seller generates in any social community where 4Life is discussed or mentioned must clearly identify the Direct Seller as a "4Life Independent Direct Seller," and when a Direct Seller participates in those communities, he or she must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar etc. content. The determination of what is inappropriate is at 4Life's sole discretion, and the offending Direct Seller will be subject to disciplinary action. Banner ads and images used on these sites must be current and must be approved in advance by 4Life. If a link is provided, it must link to the posting Direct Seller's MyShop website or the Direct Seller's External Website.

Direct Seller Is Responsible for Postings

A Direct Seller is personally responsible for his or her postings and all other online activity that relates to 4Life. Therefore, even if a Direct Seller does not own or operate a blog or Social Media site, if a Direct Seller posts to any such site that relates to 4Life or which can be traced to 4Life, the Direct Seller is responsible for the posting. The Direct Seller is also responsible for postings by others that appear on any blog or Social Media site that the Direct Seller owns, operates, or controls.

Identification as a "4Life Independent Direct Seller"

A Direct Seller must disclose his or her full name on all Social Media postings, and conspicuously identify himself or herself as a "4Life Independent Direct Seller." Anonymous postings or use of an alias are prohibited.

Sales and Enrollments from Social Media Sites

Online sales and/or enrollments may only be generated from a Direct Seller's MyShop website or a Direct Seller's External Website.

Deceptive Postings

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the 4Life business opportunity, 4Life products, and/or a Direct Seller's biographical information and credentials.

Use of Third-Party Intellectual Property

If a Direct Seller uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Direct Seller's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Direct Seller must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.



Respecting Privacy

A Direct Seller must always respect the privacy of others in postings. A Direct Seller must not engage in gossip or advance rumors about any individual, company, or competitive products.

Professionalism

A Direct Seller must ensure that his or her postings are truthful and accurate. This requires that the Direct Seller fact-check all material posted online. The Direct Seller should also carefully check postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

Prohibited Postings

A Direct Seller may not make any postings, or link to any postings or other material that are:

- a) Sexually explicit, obscene, or pornographic;
- b) Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c) Graphically violent, including any violent video game images;
- d) Solicitous of any unlawful behavior;
- e) Engaged in personal attacks on any individual, group, or entity;
- f) In violation of any intellectual property rights of the Company or any third party.

Responding to Negative Posts

A Direct Seller is prohibited from conversing with others who place a negative post against them, other Direct Sellers, or 4Life. The Direct Seller should report negative posts to 4Life's Compliance Department at compliance@4life.com. Responding to such negative posts often simply fuels a discussion with people carrying a grudge who do not hold themselves to the same high standards as 4Life, and therefore damages the reputation and goodwill of 4Life.

Social Media Sites with Website-like Features

Because some Social Media sites are particularly robust, the distinction between a Social Media site and a website may not be clear-cut. 4Life therefore reserves the sole and exclusive right to classify certain Social Media sites as websites and require that a Direct Seller's use, or desire to use, such sites adhere to the Policies and Official 4Life Materials relating to External Websites.

Promotion of Other Direct Selling Businesses Through social media

In addition to meeting all other requirements specified in these Policies, should a Direct Seller utilize any form of Social Media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Direct Seller agrees to each of the following:

- a) To generate sales and/or enroll a Direct Seller, a Social Media site must link only to the Direct Seller's MyShop website or the Direct Seller's External Website.
- b) Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by a Direct Seller that is used to discuss or promote 4Life products or the 4Life business opportunity may not link to any website, Social Media site, or site of any other nature, other than the Direct Seller's MyShop website or the Direct Seller's External Website.
- During the term of this Agreement and for a period of twelve (12) calendar months thereafter, a Direct Seller may not use any social media site on which he or she discusses or promotes, or has discussed or promoted, the 4Life business opportunity or 4Life products to directly or indirectly solicit 4Life Direct Sellers for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Direct Seller shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Direct Sellers relating to the Direct Seller's other direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.18.
- d) If a Direct Seller creates a business profile page on any Social Media site that promotes or relates to 4Life, its products, or opportunity, the business profile page must relate exclusively to the Direct Seller's 4Life business and 4Life products. If the Direct Seller's 4Life business is cancelled for any reason, or if the Direct Seller becomes inactive, the Direct Seller must deactivate the business profile page.
- 3.3. <u>Participation in 4Life Corporate Marketing Efforts</u>. 4Life encourages Direct Seller participation in the Company's marketing efforts, and Direct Sellers may submit their marketing ideas to the Company. Likewise, Direct Sellers are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other Direct Sellers. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of 4Life.



All Company-sponsored telephone calls and all other marketing materials are copyrighted material owned by 4Life and are intended for Direct Sellers' individual use. Any rebroadcast, reproduction, or distribution of this copyrighted material for purposes other than building a 4Life business without the express written consent of 4Life is prohibited.

3.4. Telemarketing Techniques.

A Direct Seller must not engage in telemarketing in the operation of his or her business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a 4Life products or to recruit them for the 4Life Opportunity. "Cold calls" made to prospective Customers that promote either 4Life products or the 4Life business opportunity constitute telemarketing and are prohibited. However, a telephone call or calls placed to a prospective Customer (a "prospect") is permissible under the following situations:

- a) If the Direct Seller has an established business relationship with the prospect. An "established business relationship" is a relationship between a Direct Seller and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Direct Seller, or a financial transaction between the prospect and the Direct Seller, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product.
- b) If the prospect has made a personal inquiry or application regarding a product offered by the Direct Seller, within the three (3) months immediately preceding the date of such a call.
- c) If the Direct Seller receives written and signed permission from the prospect authorizing the Direct Seller to call. The authorization must specify the telephone number(s) which the Direct Seller is authorized to call.
- d) A Direct Seller may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom a Direct Seller has at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if the Direct Seller engages in "card collecting" with everyone he or she meets and subsequently calls them, it may be considered as a form of telemarketing that is not subject to this exemption. Thus, if a Direct Seller engages in calling "acquaintances," he or she must make such calls on occasional basis only and not make this a routine practice.
- e) A Direct Seller shall not use automatic telephone dialing systems or software relative to the operation of his or her 4Life business.
- f) A Direct Seller shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the 4Life products or the business opportunity.
- 3.5. <u>Trademarks and Copyrights</u>. The name of 4Life and other names as may be adopted by 4Life are proprietary trade names, trademarks, and service marks. As such, these marks are of great value to 4Life and are supplied to Direct Sellers for their use, only in an expressly authorized manner. Direct Sellers must include the language noted below in any materials wherein they use 4Life's intellectual property in connection with marketing 4Life products or the 4Life business opportunity:

Direct Seller's Name 4Life® Independent Direct Seller

Direct Sellers may list themselves as a "4Life Independent Direct Seller" in the white or yellow pages of the telephone directory under their own name. No Direct Seller may place telephone directory display ads using 4Life's name or logo. Direct Sellers may not answer the telephone by saying "4Life," "4Life Research," or in any other manner that would lead the caller to believe that he or she has reached 4Life's Corporate Office. Without specific approval of 4Life, Direct Sellers may not use "4Life," "4Life Research," or any other trademark owned by Company in any other manner in URLs that would lead a consumer to believe that the URL is a 4Life website. Direct Sellers may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from 4Life; nor may Direct Sellers reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

In accordance with a Direct Seller's strict adherence to the foregoing instruction on the use of 4Life trademarks, 4Life grants to each Direct Seller, so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of 4Life and will be automatically revoked upon a Direct Seller's Cancellation or termination.

3.6. <u>Media and Media Inquiries</u>. Direct Sellers must not attempt to respond to media inquiries regarding 4Life, its products, or their independent 4Life business. All inquiries by any type of media must be immediately referred to 4Life's Corporate Office.



- 3.7. <u>Business Entities as Direct Sellers.</u> When a Business Entity (corporation, partnership, limited liability companyor trust) becomes a Direct Seller, the Direct Seller must submit a Business Entity Information Form along with the appropriate Entity Documents (certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents or other required documents) to 4Life. A 4Life business may change its status under the same Sponsor from an individual to a partnership, corporation, limited liability company, or trust, or from one type of entity to another. To do so, the Direct Seller must provide the Entity Documents to 4Life. The Direct Seller Application must be signed by all shareholders, partners, members or trustees. Shareholders, officers, partners, members, trustees and beneficiaries of the Business Entity are jointly and severally liable for any indebtedness or other obligation to 4Life. The Entity Documents may be submitted to 4Life through 4Life's Direct Seller Service Department by email at indiads@4life.com. A Direct Seller that is a Business Entity may change to an individual by contacting 4Life's Direct Seller Service Department by email at indiads@4life.com.
- 3.8. Changes to the 4Life Business. A Direct Seller must immediately notify 4Life of all changes to the information contained on his or her Direct Seller Agreement. Direct Sellers may modify their existing Direct Seller Agreement (i.e., change of address, contact number or other fields) by submitting a written request, a properly executed Direct Seller Agreement, and appropriate supporting documentation. Changes to the 4Life Business may be communicated to 4Life through 4Life's Direct Seller Service Department by email at indiads@4life.com.
- 3.9. <u>Addition and Removal of Co-Applicants</u>. When adding a co-applicant to an existing 4Life business, the Company requires a written request as well as a properly completed Direct Seller Agreement containing the applicant's and co-applicant's Government issued cards number and signatures. When removing a co-applicant from an existing 4Life business, the Company requires a written and notarized request from the co-applicant, as well as a properly completed Direct Seller Agreement containing only the applicant's Government issued cards number and signature. Documents relating to adding or removing a co-applicant may be submitted to 4Life through 4Life's Direct Seller Service Department by email at <u>indiads@4life.com</u>. To prevent the circumvention of the "Sale, Transfer or Assignment of 4Life Business" section (regarding transfers and assignments of 4Life business), the original applicant must remain as a party to the Direct Seller Agreement. If the original applicant wants to terminate his or her relationship with the Company, or if the applicant and coapplicant want to change places if they are from the same Family Unit, the applicant must transfer or assign his or her business in accordance with the "Sale, Transfer, or Assignment of 4Life Business" section of these Policies. If this process is not followed, the business shall be cancelled upon the withdrawalof the original Direct Seller. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in "Change of Sponsor" section of these Policies.

4Life may, at its discretion, require notarized documents before implementing any changes to a 4Life business. Please allow thirty (30) days after the receipt of the request by 4Life for processing.

- 3.10. <u>Management of Direct Seller Account</u>. In the event a decision needs to be made regarding the management of a Direct Seller Account, and the Direct Seller Account is owned by a Business Entity or by more than one person or party, 4Life will rely upon the following for purposes of managing the Direct Seller Account:
 - If the Direct Seller Account is owned by any form of a Business Entity, 4Life will rely upon the Entity Documents of the Business Entity for management decisions of the Direct Seller Account. In the event the Entity Documents are not clear or if the decisions of those designated to make management decisions do not comprise a majority, 4Life will defer management decisions to the individual noted as "Applicant" on the Direct Seller Agreement.
 - If the Direct Seller Account is owned by more than one individual, 4Life will defer to the management decisions of the majority of the individuals. In the event that a majority of the individuals cannot reach agreement regarding the management of the Direct Seller Account, 4Life will defer management decisions to the individual noted as "Applicant" on the Direct Seller Agreement.
- 3.11. Change of Sponsor. The transfer of a 4Life business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to 4Life's Corporate Office and must include the reason for the transfer. Transfers are generally only considered in one of the following three (3) circumstances:



- Within ten (10) days of the enrollment date, the Direct Seller seeking to transfer submits a properly completed "Enroller and Sponsor Transfer
 Form (Within First Ten Days of Enrollment)" which includes the signature of the Direct Seller seeking to transfer, the signature of the original
 Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, a Direct Seller may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Direct Seller believes his or her enrollment was fraudulently induced.
- Although rarely approved, the Direct Seller seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Request Form which includes the written approval of all parties whose income will or may be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Direct Seller signatures must be notarized. Transferring Direct Sellers must allow thirty (30) days after the receipt of the Sponsorship Transfer Request Form by 4Life for processing and verifying change requests. A transferring Direct Seller's Downline shall remain in the original genealogy and shall not be moved with the transferring Direct Seller; however, 4Life reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

Waiver of Claims. In cases wherein the appropriate sponsorship changes procedures have not been followed, and a Downline organization has been developed under a different Direct Seller for any reason, 4Life reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper placement of a Downline that have developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, THE AFFILIATE WAIVES ANY AND ALL CLAIMS AGAINST 4LIFE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM 4LIFE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

3.12. <u>Cancellation and Re-Application</u>. A Direct Seller with a high rank of Diamond or lower, may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of direct seller activity, or operation of any other 4Life business) for six (6) full calendar months. Following the six-month period of inactivity, the former Direct Seller may reenroll as a customer under a new Sponsor.

A Direct Seller with a high rank of Presidential Diamond or higher may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of direct seller activity, or operation of any other 4Life business) for twelve (12) full calendar months. Following the twelve-month period of inactivity, the former Direct Seller may reenroll as a customer under a new Sponsor.

Any change in sponsorship in accordance with this Policy at any rank is limited to one time in the Direct Seller's life. 4Life will not accept a Direct Seller Agreement for a Direct Seller wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

- 3.13. <u>Indemnification for Unauthorized Claims and Actions</u>. A Direct Seller is fully responsible for all of his or her verbal and/or written statements made regarding 4Life products and the Life Rewards Plan which are not expressly contained in Official 4Life Materials. Direct Sellers agree to indemnify 4Life and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by 4Life as a result of the Direct Seller's unauthorized representations or actions. This provision shall survive the Cancellation of a Direct Seller's Direct Seller Agreement.
- 3.14. <u>Product Claims</u>. No claims as to any products offered by 4Life may be made except those contained in Official 4Life Materials. In particular, no Direct Seller may make any claim that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims and may be construed as an offence under the Drugs and Magic Remedies (Objectional Advertisements) Act, 1954 or FSS Act 2006. No Direct Seller may use photos or other representations of 4Life products that make implied claims that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, or which can be construed as Mis-selling.



3.15. Income Claims. In their enthusiasm to enroll prospective Customers, some Direct Sellers are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of direct selling. These income claims or earnings representations may be in the form of lifestyle claims (including photos or other representations that include expensive homes, automobiles, vacations, and/or money). This is counterproductive because new Direct Sellers may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At 4Life, we firmly believe that the 4Life income potential is great enough to be highly attractive, without reporting the earnings of others.

While Direct Sellers may believe it beneficial to provide copies of checks or bonus reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact 4Life as well as the Direct Seller making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Direct Sellers may not have the data necessary to comply with the legal requirements for making income claims, a Direct Seller, when presenting or discussing the 4Life business opportunity or the Life Rewards Plan to a prospective Customer, may not make income projections or income claims or disclose his or her 4Life income (including the showing of checks, bonus reports, copies of checks or bank statements). Direct Sellers are encouraged to review the 4Life Income Disclosure Statement on 4life.com.

- 3.16. <u>Commercial Outlets</u>. 4Life strongly encourages the retailing and selling of its products through person-to-person contact. Therefore, 4Life products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets, or any retail.
- 3.17. <u>Trade Shows, Expositions, and Other Sales Forums</u>. Direct Sellers may display and/or sell 4Life products at trade shows and professional expositions. Direct Sellers may not display and/or sell 4Life products at swap meets, garage sales, flea markets or farmer's markets without the prior written consent of the Company. Direct Sellers may not display and/or sell 4Life products on internet auction sites (such as eBay), online retail websites, or e -commerce websites (such as Amazon). Direct Sellers may sell 4Life products on their External Website, but only in accordance with Policies 3.2 and 5.2.
- 3.18. Conflicts of Interest / Non-solicitation. Direct Sellers are free to participate in other direct selling or competing business ventures or marketing opportunities. However, during the term of this Agreement, and for a period of twelve (12) calendar months thereafter, Direct Sellers shall not join or recruit other Direct Sellers or Customers into any other direct selling or competing business because direct selling is often conducted over the telephone and via the Internet through networks of individuals spanning internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this Policy shall apply to all countries where 4Life is officially open for business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, a Direct Seller or Customer to enroll or participate in another direct sales business opportunity.

Direct Sellers may not offer the 4Life business opportunity or products to prospective or existing Customers or Direct Sellers in conjunction with any non-4Life program, opportunity or product. Direct Sellers may not offer any non-4Life opportunity or products at any 4Life-related meeting, seminar, or convention.



3.19. <u>Trade Secret Information</u>. All Downline Activity Reports and the information contained therein, and genealogy and activity data and other information contained in a Direct Seller's MyShop website back office (Downline Activity Reports and data contained in a Direct Seller's MyShop website back office, shall be collectively referred to as "Downline Activity Reports"), are confidential and constitute proprietary business trade secrets information belonging to 4Life. Downline Activity Reports are provided to Direct Sellers in strictest confidenceand are made available to Direct Sellers for the sole purpose of assisting Direct Sellers in working with their respective Marketing Organizations in the development of their 4Life business. Direct Sellers should use their Downline Activity Reports to manage, motivate, and train their Downline Direct Sellers. The Direct Seller and 4Life agree that, but for this agreement of confidentiality and nondisclosure, 4Life will not provide Downline Activity Reports to a Direct Seller. Accordingly, a Direct Seller shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, limited liability company, or other entity:

- · Directly or indirectly disclose any information contained in any Downline Activity Report to any third party.
- Use the information in any Downline Activity Report to compete with 4Life.
- Use a terminated Direct Seller's information to re-enroll without the express consent of the terminated Direct Seller.
- Use the information in a Downline Activity Report for any purpose other than promoting his or her 4Life business.
- Use the information in any Downline Activity Report to recruit or solicit any Direct Seller or Customer of 4Life listed on any Downline Activity Report for another network marketing program, or in any manner attempt to influence or induce any Direct Seller or Customer of 4Life, to alter their business relationship with 4Life.
- Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Direct Seller will:

- Return or destroy the original and all copies of Downline Activity Reports to the Company.
- Permanently delete any database or electronic list of information derived from any Downline Activity Report.
- Permanently delete any database or list of information compiled or developed by the Direct Seller relating to the contact information or sales activity of other Direct Sellers.

The provisions of this Policy shall survive the Cancellation of a Direct Seller's Direct Seller Agreement with 4Life.

- 3.20. <u>Cross-Group Sponsoring</u>. Actual or attempted Cross-Group Sponsoring is strictly prohibited. "Cross-Group Sponsoring" is defined as the enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Customer enrollment or Direct Seller Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months if Diamond rank or below, or twelve (12) calendar months if Presidential Diamond rank or above anywhere in the tree. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, limited liability companies, partnerships, trusts, fictitious identification numbers, or any other artifice to circumvent this Policy is prohibited. This Policy shall not prohibit the transfer of a 4Life business in accordance with the "Sale, Transfer or Assignment of 4Life Business" section of these Policies.
- 3.21. <u>Errors or Questions</u>. If a Direct Seller has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Direct Seller must notify 4Life within sixty (60) days of the date of the purported error or incident in question. 4Life will not be responsible for any errors, omissions, or problems not reported within sixty (60) days.
- 3.22. <u>Excess Inventory Purchases Prohibited</u>. Direct Sellers are not required to carry inventory of products or sales aids. Direct Sellers who carry reasonable levels of products or sales aids may find making retail sales and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling Retail Customer orders. Each Direct Seller must make his or her own decision with regard to these matters. To ensure that Direct Sellers are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to 4Life upon the Direct Seller's Cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Direct Sellers" section of these Policies.



4Life prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses or advancement in the Life Rewards Plan. Direct Sellers may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

- 3.23. <u>Right of Publicity</u>. Direct Sellers authorize 4Life to use their name, photograph, video and/or audio recording, personal story, testimonial, likeness, and/or any personal material in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.
- 3.24. <u>Governmental Approval or Endorsement</u>. Central and state regulatory agencies and/or officials do not approve or endorse any direct selling company programs or products. Therefore, Direct Sellers shall not represent or imply that 4Life, the Life Rewards Plan or products have been approved, endorsed, or otherwise sanctioned by any government agency.
- 3.25. <u>Income Taxes</u>. Every year, 4Life will provide TDS Certificates as required by the Income Tax Department. Each Direct Seller is responsible for paying local, state and central taxes on any income generated as a Direct Seller.
- 3.26. <u>Independent Direct Seller Status</u>. Direct Sellers are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between 4Life and its Direct Sellers does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Direct Seller. A Direct Seller shall not be treated as an employee for his or her services or for Central or State tax purposes. All Direct Sellers are responsible for paying local, state, and central taxes due from all compensation earned as a Direct Seller of the Company. The Direct Seller has no authority (express or implied), to bind the Company to any obligation. Each Direct Seller shall establish hisor her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Direct Seller Agreement, these Policies, and applicable laws.
- 3.27. <u>International Product Sales</u>. 4Life has worked with various government agencies to register 4Life products in many countries around the world. In order to protect its product registrations and abide by the import and product registration laws of each country in which 4Life does business, it is necessary that 4Life limit the international distribution of its products. Therefore, if a Direct Seller wishes to sell 4Life products or sales aids in any country where 4Life has obtained product registrations, the products that may be sold, given, transferred, imported, exported, or distributed must be limited to only those products specifically registered in that country. The import of any other product for resale from outside that country is prohibited.

4Life can, at its sole discretion, allow any product that is not actively registered in a specific country to be imported in that country on a strictly not for resale basis. When imported, these products may be purchased for a Direct Seller's personal use, but the products must not be resold.

- 3.28. Adherence to Laws and Ordinances. Many cities and other local authorities have laws regulating certain home-based businesses. In India central and state governments have published law/rules/guidelines/rules for governing direct selling businesses. Direct Sellers must obey those laws/guidelines that apply to them. Further, the Direct Seller is under obligation to adhere and obtain all necessary trade licenses and registrations, as applicable, including Good and Service Tax, Permanent Account Number, FSSAI etc.
- 3.29. <u>Compliance with Laws and Ethical Standards</u>. Direct Sellers shall comply with all local laws and regulations in the conduct of their businesses. In connection with the operation of a Direct Seller's business, the violation of any law or any conduct that is unethical or, in 4Life's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.
- 3.30. One 4Life Business per Direct Seller. A Direct Seller may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, member, shareholder, trustee, or beneficiary, in only one 4Life business. No individual may have, operate or receive compensation from more than one 4Life business. Individuals of the same Family Unit who are of legal contract age may each enter into or have an interest in their own separate 4Life business, only if each



subsequent family position is placed frontline to the first family member enrolled. A Family Unit is defined as spouses, domestic partners, and dependent children living at or doing business at the same address.

- 3.31. Actions of Family Unit Members or Associated Individuals. If any member of a Direct Seller's Family Unit engages inany activity which, if performed by the Direct Seller named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Direct Seller and 4Life may take disciplinary action pursuant to these Policies against the named Direct Seller. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust, or other entity (collectively "Direct Seller Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and 4Life may take disciplinary action jointly and severally, against the entity, and/or each shareholder, officer, partner, member, owner, and other members of their Family Unit.
- 3.32. Re-packaging and Re-Labeling Prohibited. Direct Sellers may not re-package, re-label, refill, or alter the labels on any 4Life products, information, materials, or programs in any way. 4Life products must be sold in their original containers only. Such re-labeling or re-packaging would likely violate central and state laws, which could result in severe criminal penalties. Direct Sellers should also be aware that civil liability can arise when, as a consequence of the re-packaging or relabeling of products, the persons using the products suffer any type of injury or their property is damaged.

 4Life will not be responsible for any modification done by the Direct Seller to its product and Direct Seller indemnifies 4Life against all actions brought against it on account of the unauthorized modification of the 4Life products.
- 3.33. <u>Roll-Up of Marketing Organization</u>. Upon Cancellation of a Direct Seller, 4Life may, at its discretion, move all individuals on the first Level of the canceling Direct Seller into the vacated position. The account of the terminated Direct Seller may be maintained in the original place until such a time 4Life believes all legal risk is eliminated or as required underlaw
- 3.34. <u>Sale, Transfer, or Assignment of 4Life Business</u>. Although a 4Life business is a privately owned, independently operated business, the sale, transfer, or assignment of a 4Life business is subject to certain limitations. Unless otherwise agreed to in writing, if a Direct Seller wishes to sell his or her 4Life business, the following criteria must be met:
 - The Direct Seller shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll -up to occur.
 - Protection of the existing Line of sponsorship must always be maintained so that the 4Life business continues to be operated in that Line of sponsorship.
 - A buyer or transferee must be qualified to be a Direct Seller. If the buyer is an active Direct Seller, he or she must first terminate his or her 4Life business and remain inactive in accordance with Section 3.12 of the Policies before becoming eligible for a purchase, transfer, assignment, or acquisition of any interest in the 4Life business.
 - The selling Direct Seller must submit a Sale, Transfer, or Assignment of 4Life Business Form to 4Life's Direct Seller Service Department at indiads@4life.com.
 - Before the sale, transfer, or assignment can be finalized and approved by 4Life, any debt obligations the selling Direct Seller has with 4Life must be satisfied.
 - The selling Direct Seller must be in good standing, not in violation of any of the terms of the Agreement, and not under review by 4Life's Compliance Department in order to be eligible to sell, transfer, or assign a 4Life business.
 - Prior to offering a 4Life business for sale, the selling Direct Seller must notify 4Life's Corporate Office of his or her intent to sell the 4Life business and receive the Company's written approval, which shall not be unreasonably withheld.
 - The sold, transferred, or assigned Direct Seller Account position will not retain recognition at the high rank obtained by the Direct Seller Account position. 4Life reserves the right to rank the purchased, transferred, or assigned Direct Seller position at any rank at 4Life's sole discretion.
 - In the event that a qualification-based incentive trip has been earned by the selling, transferring, or assigning Direct Seller Account position prior to the sale, transfer, or assignment of the Direct Seller Account, the purchaser, transferee, or assignee of the Direct Seller Account is ineligible to earn the qualification-based incentive trip for the same qualification level. 4Life reserves the right to approve eligibility for all future incentive trips.



4Life reserves the right to determine the successor Direct Seller's recognition rank.

3.35. <u>Separation of a 4Life Business</u>. Direct Sellers sometimes operate their 4Life businesses as husband-wife partnerships, partnerships, corporations, limited liability companies, or trusts. At such time as a marriage ends in divorce, or a corporation, partnership, limited liability company, or trust (the latter four entities are collectively referred to in this paragraph as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the Line of sponsorship. If the separating parties fail to provide for the best interests of other Direct Sellers and the Company, 4Life will involuntarily terminate the Direct Seller Agreement and roll-up their entire Marketing Organization pursuant to the "Roll-Up of Marketing Organization" section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the 4Life business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize 4Life to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the 4Life business jointly, whereupon all compensation paid by 4Life will be paid in the joint names of the Direct Sellers or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, 4Life will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, only upon 4Life approval will 4Life split commissions and/or bonuses between divorcing spouses or members of dissolving entities. 4Life will recognize only one Direct Seller Agreement. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the Direct Seller Agreement may be involuntarily canceled. If a former spouse has completely relinquished all rights in his or her original 4Life business, he or she is thereafter free to enroll as a Customer under any Sponsor of their choice and need not wait before reenrolling. If a former entity direct seller has completely relinquished all rights in his or her original 4Life business, he or she is thereafter free to enroll as a Customer under any Sponsor of their choice and need not wait before reenrolling.

In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any Direct Sellers or Customers in their former Marketing Organization. They must develop the new business in the same manner as would any other new Direct Seller.

- 3.36. Sponsoring. All Active Direct Sellers in good standing have the right to sponsor and have others join 4Life. Each prospective Customer or Direct Seller has the ultimate right to choose his or her own Sponsor. If multiple Direct Sellers claim to be the Sponsor of the same Direct Seller or Customer, the Company shall regard the first enrollment received by the Company as controlling.
- 3.37. <u>Transfer Upon Death of a Direct Seller</u>. Upon the death of a Direct Seller, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Direct Seller should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a 4Life business is transferred by a will or other testamentary process, the executor (includes legal heirs and successors) of the estate must provide 4Life with letters testamentary or other court-approved documents establishing the executor's authority, and written instructions for the disposition of the business. Before the beneficiary may acquire the right to collect all bonuses and commissions of the deceased Direct Seller's Marketing Organization and operate the business, the beneficiary must:
 - Execute and submit a Direct Seller Agreement and other applicable enrollment forms and documents. All commission payments will be issued to the individual or entity listed on the Direct Seller Agreement;



- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the 4Life business or probate of the will and
- Comply with terms and provisions of the Agreement.

4Life reserves the right to determine the successor Direct Seller's recognition rank.

- 3.38. <u>Transfer Upon Incapacitation of a Direct Seller</u>. To request a transfer of a 4Life business because of a Direct Seller's incapacity, the trustee must provide the following to 4Life: (1) a copy of the court order appointing the individual as trustee for the incapacitated Direct Seller's business; (2) written instructions from the trustee; and (3) a completed Direct Seller Agreement executed by the trustee. The trustee must then:
 - Operate the business in compliance with terms and provisions of the Agreement; and
 - Meet all of the qualifications for the incapacitated Direct Seller's status in order to be paid at that rank. If the trustee fails to achieve the rank maintained by the Direct Seller; the business will be paid at the rank at which it actually qualifies during each bonus period.

4Life reserves the right to determine the successor Direct Seller's recognition rank.

4. Responsibilities of Direct Sellers

- 4.1 <u>Understanding the 4Life Business Model</u>. 4Life is a direct selling company. 4Life products are sold by Direct Sellers to Retail Customers in one-on-one, interpersonal transactions which provide time for explanation and guidance on 4Life products. The role of a Direct Seller who chooses to build a 4Life business is to sell 4Life products to Retail Customers and have Customers join exclusively using a direct-selling model of distribution.
- 4.2. <u>Change of Address or Telephone</u>. To ensure timely delivery of products, support materials, and commissions, it is critically important that 4Life's records are current. Direct Sellers planning to move should provide 4Life's Corporate Office with their new address and telephone number. To guarantee proper delivery, two (2) weeks' advance notice must be provided to 4Life of all changes.
- 4.3. Continuing Development and Ongoing Training. Any Direct Seller who is the Sponsor or Enroller of another Direct Seller is encouraged to perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her 4Life business. Direct Sellers are encouraged to have ongoing contact, communication, and supervision of the Direct Sellers in their Marketing Organization. Examples of such contact and supervision may include, but are not limited to newsletters, written correspondence, personal meetings, telephone contact, voice mail, email, and the accompaniment of Downline Direct Sellers to 4Life meetings, training sessions, and other functions. Upline Direct Sellers are also encouraged to motivate and train new Direct Sellers in 4Life product knowledge, effective sales techniques, the Life Rewards Plan, and compliance with these Policies and Official 4Life Materials
- 4.4. <u>Increased Training Responsibilities</u>. As Direct Sellers progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of 4Life products and Life Rewards Plan. They may be called upon to share this knowledge with lesser experienced Direct Sellers within their Marketing Organization.
- 4.5. <u>Ongoing Sales Responsibilities</u>. Regardless of their level of achievement, Direct Sellers are encouraged to continue to personally promote product sales either through new Retail Customers and Customers or through servicing their existing Retail Customers and Customers.
- 4.6. <u>Non-Disparagement</u>. 4Life wants to provide its Direct Sellers with superior products, a superior compensation plan and service in the industry. Accordingly, 4Life values constructive criticisms and comments from Direct Sellers. All such comments should be submitted in writing to 4Life's Direct Seller Service Department at <u>indiads@4life.com</u>. While 4Life welcomes constructive input, negative comments and remarks made by Direct Sellers about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Direct Sellers. For this



reason, and to set the proper example for their Downline organization, Direct Sellers must not disparage, demean, or make negative remarks about 4Life, other Direct Sellers, 4Life products, the Life Rewards Plan, or 4Life directors, officers, or employees.

- 4.7. <u>Providing Documentation to Applicants</u>. Direct Sellers should provide the most current version of these Policies, Official 4Life Materials and the Life Rewards Plan to individuals whom they are sponsoring to become Direct Sellers before the applicant signs a Direct Seller Agreement. Additional copies of these Policies and other documents can be acquired from 4Life and at 4life.com.
- 4.8. <u>Reporting Policy Violations</u>. Direct Sellers observing a violation of these Policies by another Direct Seller should submit a written report of the violation directly to the attention of 4Life's Compliance Department by mail or email at <u>compliance@4life.com</u>. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

 Refer to our Privacy Policy for more details.
- 4.9. <u>Personal Data</u>. As a Direct Seller, you will come into possession of personal and sensitive personal data of consumers and other persons. All such data which is obtained in relation with 4Life shall be kept protected in accordance with the applicable laws and disposed as instructed by 4Life. All such data collected is the proprietary property of 4Life and Direct Seller shall have no claim over the same.
- 4.10. <u>Conducting 4Life Business</u>. The Direct Seller shall only visit any person (prospective consumer/ direct seller) with prior permission and shall always carry their identification cards as issued by 4Life identifying as a Direct Seller along with a government approved ID card, while clearly identifying himself as a 4Life's Direct Seller. The Direct Seller shall further identify 4Life and provide its contact details and information about 4Life products to the prospective persons. The Direct Seller shall provide Official 4Life Materials and make claims which are officially recognized by 4Life to the prospective consumers or Direct Sellers and shall not mandatorily require them to purchase any 4Life materials or sales demonstration equipment or part thereof.

The Direct Seller shall provide accurate and complete information about the products and particulars regarding price, terms of payment, right to return, delivery and other relevant particulars.

4.11. Compliance with Law. The Direct Seller is required to comply with all laws applicable on direct selling and otherwise on the business. 4Life has zero tolerance policy against pyramid schemes and money circulation schemes. As such, Direct Sellers shall never indulge or associate in any manner with either a pyramid scheme or money circulation scheme. Any violation of the present term will grant 4Life the power to terminate the Direct Seller immediately without notice. All sales shall be made in compliance with law, including but not limited to Consumer Protection Act, 2019, Legal Meteorology Act, 2009 and rules made under them.

5. Sales Requirements

5.1. <u>Product Sales</u>. The Life Rewards Plan is based upon the sale of 4Life products to customers. Direct Sellers must fulfill Life Point sales requirements as outlined in the Life Rewards Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The product shall be sold in fair manner with regards to the applicable laws and the present Agreement. Direct Seller to thebest of his/her abilities shall communicate clearly the terms of the offer, rights provided by 4Life, price, payment terms, delivery, right to return, etc. as required for making an informed choice. The Direct Seller shall further make sure that the product delivered matches the description provided at the time of offer for sale.

No incentive which is not offered by 4Life shall be promised or provided by the Direct Sellers to make any or all sales possible.

5.2. <u>No Price or Territory Restrictions</u>. With regard to selling 4Life products, there are no exclusive territories granted to anyone, and no franchise fees are required. In person-to-person transactions and on their MyShop website, Direct Sellers



may sell 4Life products at any price they choose equal to or below the maximum retail price (MRP), but higher than the Wholesale Price. However, Direct Sellers who wish to sell 4Life products on their External Website, are required to sell 4Life products at the maximum retail price (MRP) (unless their External Website links directly to the Direct Seller's own MyShop website), submit an executed External Website Sales Agreement to 4Life's Compliance Department at compliance@4life.com, and receive 4Life's approval. Direct Sellers may not sell products packs comprised of more than one product on their External Website.

To circumvent this Policy, a Direct Seller is prohibited from enlisting, assisting, or knowingly allowing a non-4Life Direct Seller third party to facilitate selling 4Life products on any External Website, internet auction website (such as eBay), online store, e-commerce website or third-party sales forum (such as Amazon). Direct Sellers are encouraged to facilitate their product sales through their MyShop website, and such sales will be automatically priced at 4Life's Wholesale Price.

5.3. Sales Receipts. If a Direct Seller sells any 4Life product from his or her inventory or on his or her External Website, he or she should give the Retail Customer the copy of the Order Form prior to sale and a copy of a 4Life retail sales receipt at the time of the sale and explain the customer's right to cancel the transaction as set forth on the sales receipt. Direct Seller shall inform the Customer/ Retail Customer of his rights as provided by 4Life and the terms and conditions applicable upon the purchase, including Return and Exchange Policy, Payment and Shipping Policy, Grievance Redressal etc. Direct Sellers must maintain all retail sales receipts for a period of two (2) years and furnish them to 4Life at the Company's request. Records documenting the purchases of Direct Sellers' customers who purchase directly from 4Life will be maintained by 4Life.

6. Bonuses and Commissions

- 6.1. <u>Bonus and Commission Qualification</u>. A Direct Seller must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Direct Seller complies with the terms of the Agreement, 4Life shall pay commissions to such Direct Seller in accordance with the Life Rewards Plan.
- 6.2. Adjustment to Bonuses and Commissions for Returned Products. Direct Sellers receive bonuses and commissions based on the actual sales of products to Customers and Retail Customers. When a product is returned to 4Life for a refund or is repurchased by the Company, the bonuses, and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given or will be withheld from any bonus, commission, or other amount owed by the Company. Deductions will continue every bonus period thereafter until the commission is recovered from the Direct Sellers who received bonuses and commissions on the sales of the refunded goods.
- 6.3. <u>Unclaimed Commissions and Credits</u>. With regard to unclaimed commissions and credits for terminated Direct Sellers, the Company adheres to escheat laws of each state, which may include a transaction fee in favor of 4Life.

7. Product Guarantees, Returns, and Inventory Repurchase

7.1. <u>Product Guarantee</u>. 4Life offers a one hundred percent (100%) thirty (30)-day money back satisfaction guarantee (less shipping charges) to all customers including self-consumption by Direct Sellers as per 4Life Return and Exchange Policy. If a customer purchased a product from a Direct Seller, the customer must return the product to that Direct Seller for a refund or replacement and Direct Seller shall give a refund or replacement as desired by the customer.

The Direct Seller will, in turn, return the product for replacement of same product along with proof of purchase within prior six (6) months. This guarantee is limited to product equivalent to Rs. Twenty Thousand (Rs. 20,000/-) at the Wholesale Price in any twelve (12) month period. If a Direct Seller wishes to return merchandise exceeding Rs. Twenty Thousand (Rs. 20,000/-) at the Wholesale Price in any twelve (12) month period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms in the "Return of Inventory and Sales Aids by Distributors" section of these Policies, and the Direct Seller's Direct Seller Agreement shall be canceled.



- 7.2. <u>Products Returned by Customers</u>. If a customer returns a product to the Direct Seller from whom it was purchased, the Direct Seller may return it to the Company for a refund or replacement (the Direct Seller returning the product is responsible for all shipping charges).
- 7.3. Return of Inventory and Sales Aids by Direct Sellers. Upon Cancellation of a Direct Seller's Direct Seller Agreement, the Direct Seller may return inventory and sales aids purchased within one (1) year prior to the date of Cancellation for a refund if he or she is unable to sell or use the merchandise. A Direct Seller may only return products and sales aids that he or she personally purchased from the Company under his or her 4Life Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Direct Seller will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Direct Seller any commissions, bonuses, rebates, or other incentives received by the Direct Seller which were associated with the merchandise that is returned.

Products and sales aids are "Resalable" if each of the following elements are satisfied: (1) they are unopened and unused; (2) the products' packaging and labeling have not been altered or damaged; (3) the products bear a current label; (4) products have not exceeded their expiration date; (5) products have not been discontinued; and (6) products are returned to 4Life within one (1) year from the date of purchase.

- 7.4. Procedures for All Returns. The following procedures apply to all returns for refund or replacement:
 - All merchandise must be returned by the Direct Seller who purchased it directly from 4Life.
 - All products to be returned must have a "Return Authorization Number" which will be obtained by calling 4Life's Direct Seller Service Department. This Return Authorization Number must be written on each carton returned.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the Direct Seller by a Retail Customer or a Customer); and
- The unused portion of the product in its original container.

Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. All returns must be shipped to 4Life, shipping pre-paid. 4Life does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Direct Seller. It is the sole responsibility of the Direct Seller to trace, insure or otherwise confirm that the Company has received the shipment.

If a Direct Seller is returning merchandise to 4Life that was returned to him or her by a Retail Customer, the product must be shipped to 4Life within ten (10) days from the date on which the customer returned the merchandise to the Direct Seller and must be accompanied by the sales receipt that the Direct Seller gave to the Retail Customer at the time of the sale.

8. Dispute Resolution and Disciplinary Proceedings

- 8.1. <u>Disciplinary Sanctions</u>. Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive, or unethical business conduct by a Direct Seller may result, at 4Life's discretion, in one or more of the following corrective measures:
 - Issuance of a written warning or admonition.
 - Requiring the Direct Seller to take immediate corrective measures.
 - Loss of privileges, included but not limited to loss of MyShop website privileges.
 - Loss of one or more bonuses and commissions.



- Withholding from a Direct Seller all or part of the Direct Seller's bonuses and commissions during the period that 4Life is investigating any conduct
 allegedly violating the Agreement. If a Direct Seller's business is canceled for disciplinary reasons, the Direct Seller will not be entitled to recover
 any commissions withheld during the investigation period.
- Loss of recognition, including but not limited to, in 4Life Official Materials and events, special awards and incentive trips.
- Suspension of the Direct Seller's Direct Seller Agreement for one or more bonus periods.
- Involuntary Cancellation of the offending Direct Seller's Agreement.
- Any other measure expressly allowed within any provision of the Agreement or which 4Life deems practicable to implement and
 appropriate to equitably resolve injuries caused partially or exclusively by the Direct Seller's Policy violation or contractual breach.

In situations deemed appropriate by 4Life, the Company may institute legal proceedings for monetary and/or equitable relief.

- 8.2. <u>Grievances and Complaints</u>. When a Direct Seller has a grievance or complaint with another Direct Seller regarding any practice or conduct in relationship to their respective 4Life businesses, the complaining Direct Seller should report the situation in writing to 4Life's Compliance Department by mail or by email at <u>compliance@4life.com</u>.
- 8.3. Appeals of Sanctions. Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Direct Seller may appeal the sanction to the Company. The Direct Seller's appeal must be in writing and received by 4Life's Compliance Department within fifteen (15) days from the date of 4Life's sanction notice. If the appeal is not received by 4Life within the fifteen (15) day period, the sanction will be final. The Direct Seller must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the Direct Seller files a timely appeal of the sanction, the Company will review and reconsider the Cancellation, consider any other appropriate action, and notify the Direct Seller in writing of its decision.
- 8.4. <u>Dispute Resolution/Arbitration</u>. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the India Arbitration Centre under its arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Direct Sellers and Customers waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Mumbai.

All parties shall be entitled to all discovery rights pursuant to the Code of Civil Procedure, 1908. There shall be one arbitrator, who shall have expertise in business law transactions with a strong preference of being knowledgeable about the direct selling industry, selected from the panel that the India Arbitration Centre provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding upon the parties. This agreement to arbitration shall survive any termination or expiration of the Direct Seller Agreement. Nothing in the Direct Seller Agreement shall prevent 4Life from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect 4Life's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendering of a decision or award in connection with any arbitration or other proceeding.

<u>Damage Limitation</u>. In any action arising from or relating to this Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

<u>Liquidated Damages</u>. In any case which arises from or relates to the wrongful termination of Direct Seller's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Direct Seller's Agreement and/or loss of their independent business held to be pursuant to a breach of contract or otherwise wrongful termination under any theory of law, Direct Seller's maximum sole remedy shall be liquidated damages calculated as follows:



- For Direct Sellers at the "Paid As" rank of Diamond or lower, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twelve (12) months immediately preceding the termination.
- For Direct Sellers at the "Paid As" rank of Presidential Diamond and International Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the eighteen (18) months immediately preceding the termination.
- For Direct Sellers at the "Paid As" ranks of Gold International Diamond and Platinum International Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Direct Seller pursuant to the Life RewardsPlan as well as retail profits earned by Direct Seller for the sale of 4Life products. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed sales receipts provided by Direct Seller to Retail Customers at the time of the sale.

The parties agree that the foregoing liquidated damage schedule is fair and reasonable.

A Direct Seller's "Paid As" rank is the rank or title at which they actually qualified to earn compensation under the Life Rewards Plan during a bonus period. For purposes of this Policy, the relevant bonus period to determine a Direct Seller's "Paid As" rank is the bonus period one month prior to the month the Direct Seller's business is placed on suspension or terminated, whichever occurs first. The "Paid As" rank differs from the "High Rank," which is the highest rank that a Direct Seller has ever achieved under the Life Rewards Plan.

8.5. <u>Governing Law, Jurisdiction, and Venue</u>. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Mumbai, India. The law of Mumbai, India shall govern all other matters relating to or arising from the Agreement.

9. Ordering

- 9.1. <u>Purchasing 4Life Products</u>. Each Direct Seller should purchase his or her products directly from 4Life or an authorized 4Life Life Points Center. If a Direct Seller purchases products from another Direct Seller or any other source, the purchasing Direct Seller may not receive the Life Points associated with that purchase.
- 9.2. <u>General Order Policies</u>. On orders with invalid or incorrect payment or other general issues, 4Life will attempt to contact the Direct Seller. If these attempts are unsuccessful after five (5) business days, the order will be cancelled.
- 9.3. <u>Shipping Policy</u>. 4Life will normally ship products within one (1) business day from the date on which it receives an order. 4Life will expeditiously ship any part of an order currently in stock.
- 9.4. <u>Confirmation of Order.</u> A Direct Seller and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify 4Life of any shipping discrepancyor damage within thirty (30) days of shipment will cancel a Direct Seller's right to request a correction.
- 9.5. <u>Payment and Shipping Deposits</u>. No monies should be paid to or accepted by a Direct Seller for a sale except at the time of product delivery. Direct Sellers should not accept monies to be held for deposit in anticipation of future deliveries.
- 9.6. <u>Restrictions on Third-Party Use of Credit Cards and Checking Account Access</u>. Direct Sellers shall not use unauthorized credit cards to enroll Customer or to make purchases from the Company; likewise, Direct Sellers shall not



permit other Direct Sellers, Retail Customers, or Customers to use their credit cards or permit debits to their bank accounts to enroll or to make purchases from the Company.

9.7. <u>Goods and Services Tax (GST)</u>. By virtue of its business operations, 4Life is required to charge GST on all purchases made by Direct Sellers. Accordingly, 4Life will collect the GST based on the invoice price of the products at the applicable GST rates and remit it to the government.

10. Inactivity and Cancellation

10.1. Effect of Cancellation and Termination. So long as a Direct Seller remains active and complies with the terms of the Direct Seller Agreement and these Policies, 4Life shall pay commissions to such Direct Seller in accordance with the Life Rewards Plan.

A Direct Seller's bonuses and commissions constitute the entire consideration for the Direct Seller's efforts in generating product sales and all activities related to generating product sales (including, but not limited to, building a Marketing Organization). Following a Direct Seller's non-continuation of his or her Direct Seller Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Direct Seller Agreement (all of these methods are collectively referred to as "Cancellation"), the former Direct Seller shall have no right, title, claim, or interest to the Downline Marketing Organization which he or she operated, or any commission or bonus from the product sales generated by the Marketing Organization. Direct Sellers waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had. Following a Direct Seller's Cancellation of his or her Direct Seller Agreement, the former Direct Seller shall not portray himself or herself out as a 4Life Direct Seller and shall not have the right to sell 4Life products. A Direct Seller whose Direct Seller Agreement is cancelled shall receive commissions and bonuses only for the last full bonus period he or she worked and qualified prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

- 10.2. <u>Cancellation Due to Inactivity</u>. Direct Sellers who produce less than the required Principal Volume (or "PV") as outlined in the Life Rewards Plan for any bonus period will not receive a commission for the sales generated through their Marketing Organization for that bonus period. If a Direct Seller has not generated any Principal Volume for a period of six (6) consecutive calendar months (and thus becomes "inactive"), his or her Direct Seller Agreement shall be canceled for inactivity following the last day of the sixth (6th) month of inactivity that is beyond the initial one (1) year period of the Agreement. Written confirmation of the Cancellation will not be provided by 4Life.
- 10.3. Involuntary Cancellation (Termination). A Direct Seller's violation of any of the terms of the Agreement, including any amendments that may be made by 4Life in its sole discretion, may result in disciplinary actions being taken against the Direct Seller at 4Life's discretion. Such disciplinary actions may include, but are not limited to, the involuntary Cancellation of the offending Direct Seller's 4Life Agreement and business. If the Direct Seller's 4Life Agreement and business is cancelled, the Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, addressed to the Direct Seller's last known address or that of his or her attorney, emailed to the Direct Seller's email address on file with the Company. 4Life reserves the right to withhold and/or permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.
- 10.4. <u>Voluntary Cancellation</u>. A Direct Seller has a right to cancel at any time for any reason. Cancellation must be submitted in writing by mail, facsimile, or email to the Company at its principal business address. The written notice must include the Direct Seller's signature, printed name, address, and 4Life Identification Number. If a canceling Direct Seller wishes to remain a customer, he or she must contact 4Life's Direct Seller Service Department to re-establish a customer account. The Customer account must have the same Sponsor as the Direct Seller Account. If a Direct Seller wishes to re-enroll, such re-enrollment must be in accordance with Section 3.12 of these Policies.



Term	Definition
4Life	The term "4Life" as it is used throughout the Agreement means ForLife Trading India Private Limited (Also referred to as the "Company.").
4Life Identification Number (or 4Life ID #)	A unique number given to 4Life Customers and Direct Sellers used by the Company to identify them.
4Life Income Disclosure Statement	4Life's income disclosure statement that is updated annually, located at 4life.com under "Resources."
Active Direct Seller	A Direct Seller who makes a product or marketing material purchase from 4Life.
Direct Seller	Independent contractor, who is not the purchaser of a franchise or a business opportunity. The Agreement between 4Life and its Direct Sellers does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Direct Seller. A Direct Seller shall not be treated as an employee for his or her services or for central or state tax purposes. All Direct Sellers are responsible for paying local, state, and central taxes due from all compensation earned as a Direct Seller of the Company. The Direct Seller has no authority (express or implied), to bind the Company to any obligation. Each Direct Seller shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Direct Seller Agreement, these Policies, and applicable laws.
Direct Seller Agreement or Agreement	The contract between the Company and each Direct Seller, which includes the Direct Seller Application and Agreement, the 4Life Policies and Procedures, the Life Rewards Plan and Official 4Life materials, all in their current form and as amended from time to time by 4Life in its sole discretion. These documents are collectively referred to as the "Agreement" or "Direct Seller Agreement".
Direct Seller Service Department	The department within 4Life that assists Customers and Direct Sellers with all of their 4Life purchases and business needs. The Direct Seller Service Department can be reached by telephone at 1-800-1020-502, or by email at indiads@4life.com .
Associated Individual	Any member of a Direct Seller's Family Unit, and/or a corporation, partnership, limited liability company, trust, or other entity associated in any way with a Direct Seller.
Business Entity	A corporation, partnership, limited liability company, or trust that is enrolled as a Direct Seller.
Business Entity Information Form	The form used to transfer a Direct Seller Account from an individual to a Business Entity. This form is located in 4Life's back office under "Business Resources."
Cancellation	A Direct Seller's non-continuation of his or her Direct Seller Agreement for one of the following reasons: (1) cancellation for inactivity; (2) voluntary cancellation; or (3) involuntary cancellation (termination).
Compliance Department	The department within 4Life that oversees compliance with these Policies. The email address for the Compliance Department is compliance@4life.com .
Cooling off period	It refers to a period of time given to the Direct Seller to cancel the Agreement that hehas entered into for becoming 4Life Direct Seller without resulting in any breach of contract or levy of penalty.
Corporate Office	4Life's corporate office located at 808, 8 th Floor, A wing, Kanakia Wall Street, Andheri Kurla Road, Andheri East, Mumbai – 400 093 India.
Cross-Group Sponsoring	The enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Customer enrollment or Direct Seller Agreement with 4Life, or who has had such an agreement within



	the preceding six (6) calendar months (if Diamond rank or below), or twelve (12) calendar months (if Presidential Diamond rank or above).
Downline	The Customers and Direct Sellers in a particular Direct Seller's Marketing Organization.
Downline Activity Report	A report with information generated by 4Life that provide critical data relating to the management of a Direct Seller's 4Life business, the identities of Direct Sellers, product sales information and enrollment activity of each Direct Seller's Marketing Organization. Downline Activity Reports include the data contained in a Direct Seller's MyShop account. The information is confidential and constitutes proprietary business trade secret information belonging to 4Life.
Enroller	A Direct Seller who personally recruits another Direct Seller and places the new Direct Seller in his or her Downline. The Enroller of a new Direct Seller may also be the new Direct Seller's Sponsor.
Enroller and Sponsor Transfer Form (Within First 10 Days of Enrollment)	The form that is to be used within the first ten (10) days when a Direct Seller enrolls and learns he or she is enrolled under the incorrect Enroller and/or Sponsor. This form is located in 4Life's back office under "Business Resources."
Entity Documents	The certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents, or other related documents of a Business Entity.
External Website	A Direct Seller's own personal website, or other web presence that is used for a Direct Seller's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website.
External Website Sales Agreement	The form used for Direct Sellers to request 4Life's permission to own an External Website. This form is located in 4Life's back office under "Business Resources."
Family Unit	Spouses, domestic partners, and dependent children living at or doing business at the same address.
Level	The layers of Downline Customers and Direct Sellers in a particular Direct Seller's Marketing Organization. This term refers to the relationship of a customer or Direct Seller relative to a particular upline Direct Seller, determined by the number of Direct Sellers between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth Level.
Life Points	Every commissionable 4Life product is assigned a point value. Direct Seller commissions are based on the total point value of products sold by each Direct Seller and his or her Marketing Organization. Sales aids have no Life Point value.
Life Rewards Plan	4Life's compensation plan for Direct Sellers.
Line	A part of a Direct Seller's Downline that starts with someone sponsored by that Direct Seller and continues below that sponsorship.
Marketing Organization	Customers and Direct Sellers enrolled below a particular Direct Seller.
MyShop	The complimentary MyShop account offered by 4Life. A Customer or Direct Seller must login to 4Life's back office. Initially, the Customer's or Direct Seller's default URL will be "www.4life.com/ <direct #="" 4life="" id="" seller's="">." Upon approval from 4Life's Compliance Department, a Direct Seller may change this default; however, the approval is subject to the terms of paragraph 3.2 of these Policies.</direct>
Mis-selling	It means selling a 4Life product or service by misrepresenting in order to successfully complete a sale and includes providing consumers with misleading information about a product or



	service or omitting key information about a product or providing information that makes the product appear to be something it is not.
Official 4Life Materials	Literature, audio or video recordings, and other materials developed, printed, published and/or distributed by 4Life to Direct Sellers and required to be complied with by the Direct Seller, and is also known as "4Life Literature"
Policies	These Policies and Procedures.
Principal Volume (also known as "PV")	Principal Volume is the total Life Points (LP) of a Direct Seller for product purchases that: (a) the Direct Seller purchases to consume or sell for a retail profit; and (b) the Direct Seller's customers purchase on the Direct Seller's MyShop or directly on the Direct Seller's account.
Product Price List	4Life Product Price List for Direct Sellers, Customers, and Retail Customers who purchase directly from 4Life (as published and modified from time to time). Located at 4life.com and in printed form.
Resalable	With regard to 4Life products and sales aids, a product is Resalable if each of the following six elements are satisfied: (1) the product is unopened and unused; (2) the product packaging and labeling have not been altered or damaged; (3) the product bears a current label; (4) the product has not exceeded its expiration date; (5) the product has not been discontinued; and (6) the product is returned to 4Life within one (1) year from the date of purchase.
Retail Customer	A Retail Customer purchases products from 4Life or Direct Sellers at the Retail Price. A Retail Customer does not have a Sponsor or Enroller and does not have a 4Life Identification Number.
Retail Price	The recommended retail price designated in the 4Life Product Price List (as published and modified from time to time).
Return Authorization Number	All products returned to 4Life must have this number, which can be obtained by calling the Direct Seller Service Department. This number must be written on each carton returned.
Sale, Transfer or Assignment of 4Life Business Form	The form used to transfer a Direct Seller Account from one individual to another individual (or from one entity to another entity). This form is located in 4Life's back office under "Business Resources."
Social Media	Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, to rate, comment, or respond to content. Examples of social media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube.
Sponsor	The Direct Seller who is another Direct Seller's direct upline. The Sponsor of a new Direct Seller may also be the new Direct Seller's Enroller.
Sponsor Transfer Request Form	The form used when a Direct Seller wishes to change Sponsors (which is rarely approved). Direct Sellers must contact the Direct Seller Service Department to obtain a copy of this form.
Wholesale Price	The amount charged for 4Life products for Direct Sellers and Customers who purchase directly from the Company as designated in the 4Life Product Price List (as published and modified from time to time). The Wholesale Price is a 25% discount from the Retail Price.

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