

**AGREEMENT OF CONTRACT OF  
DIVINE NONI FAMILY WELLNESS BUSINESS OF  
DIVINE WELLNESS NONI**  
(Signed on-line during registration)

THIS AGREEMENT OF CONTRACT OF DIVINE NONI FAMILY WELLNESS BUSINESS of DIVINE WELLNESS NONI is entered into at Chennai on this day of 2017

BETWEEN

M/s. DIVINE WELLNESS NONI Represented by its Managing Director having registered office at No.16 Flat No : F2, TONA Villa, CBI Colony, 5TH Main Road, Perungudi, Kanchipuram, Chennai - 600096, hereinafter referred to as the "COMPANY"

AND

\_\_\_\_\_ S/o/D/o/W/o. \_\_\_\_\_ residing at  
hereinafter referred to as the "DISTRIBUTOR".

THE DIVINE NONI FAMILY BUSINESS MARKETING PLAN shall for the purpose of brevity be referred to as "THE PLAN".

The Term Company and Distributor wherever the context so permit shall mean and include their respective legal representatives, agents and assignees.

1. WHEREAS this AGREEMENT has been subject to the following terms and conditions hereunder, that are mutually agreed upon and accepted by both parties herein which are reduced to writing hereunder. And WHEREAS this agreement is also available online and can be entered into by the parties who intend to become Distributor on signing of the same online after agreeing to the terms and conditions set forth therein, which would purport to participation in the Plan.
2. WHEREAS the BUSINESS PLAN would be subject to alterations, additions, deletions, revision whenever the Company shall require to do so. Participation by persons/Distributors is subject to the terms and conditions framed or announced, or amended or changed or prevalent at the point of time intimated to the person/persons through the website [www.divinenoni.co](http://www.divinenoni.co) and the same shall be deemed to constitute acceptance by the participants of such persons/Distributors of such terms and conditions as amended from time to time. Applicant, when accepted, is called "Distributor", referred herein as Distributor represents and warrants that the Distributor understands the Plan and is not relying on any representation or offer that is not contained in this Agreement or in any other official Company material.
3. WHEREAS the Company provides the business containing in this Agreement and in other official Company materials published by the company, and no Distributor is authorised to make any other offer to a prospective Distributor. If Applicant relies on any offer made by a Distributor that are not in this Agreement and/or in the official Company material, and that introducing Distributor fails to keep any such offer, the Applicant shall only have recourse against such Distributor and not on the Company. However, in such an event, Applicant is encouraged to file a complaint with the Company. Upon receipt of such a complaint, the Company will conduct such investigations / enquiry as it deems necessary and, upon validation of such a complaint, impose appropriate penalty(ies) on the offending Distributor. Such action however will not result in any recovery of damages by the Applicant, which the Applicant is free to seek against the offending Distributor alone, and not the Company.

4. WHEREAS the Distributor by applying to participate in the Plan, he/she understands that he/she will be bound by the terms and conditions laid herein and that Distributor will be entitled to participate as a Distributor, upon acceptance of a valid application by company.
5. WHEREAS a person can choose to be a Distributor. Distributors are those who are actively participating in the retailing and marketing activities. They will also receive team sales commissions, and other benefits and offers announced from time to time. An Active Distributor will be eligible to earn commissions from the sales volume of his sales and his team sales after the qualification as detailed in the Plan which forms the part of this Contract.
6. WHEREAS the Distributor understands that to earn commissions in the Programme, Distributor is responsible for generating business for himself/herself and company. To do this, Distributor will personally make retail sales of the Company Products to his/her personal customers, will sponsor new Distributors to build his or her sales team and will contact prospects by phone and in person to promote sales of the products. Distributor is responsible for training those sponsored by the Distributor and their team members and teach them how to train the ones they Sponsor. It is the responsibility of every Distributor to support his/her team members to succeed in business by training them to follow the system. Distributor understands that participation in the Programme does not affect the Company's Products price. Purchase of Products is not required to register in the Plan. An applicant choosing to become a Distributor shall signup free online and send a copy of Distributor registration confirmation form to the company or submit in the Stockist Point.
7. WHEREAS the Distributor agrees that DIVINE NONI is for distribution in the market as a Health Drink and it may only be marketed as a Health drink with no medicinal, curative, remedial or prevention claims. Distributor further agrees that the manufacturer of DIVINE NONI, does not make any claim of remedy regarding product and produce no marketing materials or information that makes any such claims. Whereas violation of this clause by the Distributor will end in termination of this agreement and removal of such Distributor by the company, after due enquiry.
8. WHEREAS with regard to the Commission Entitlement, the Distributor will not be entitled automatic commissions. Commission is payable only on sale of products by him/her and by his/her team members as per Business Plan. Distributor agrees that he/she will not undersell the product in the market.
9. WHEREAS the Distributor agrees that upon acceptance of this application by Company, Distributor will be an independent Distributor, called a Direct Independent Distributor and will have no authority to bind the Company to any obligation, agreement, commitment of any kind, other than this agreement.
10. WHEREAS the Distributor agrees that the relationship between Distributor and company, that the Distributor is not an agent or Franchisee or employee or any other legal representative of the Company. The Distributor is solely responsible for all income taxes and any other central, state, local taxes that may be due as a result of Distributor's business activities. Distributor agrees to abide by any central and state, laws, rules and regulations pertaining to this Agreement. At Distributor's own expense, Distributor will make, execute and file all such reports / returns as are required by law or public authority with respect to this Agreement.
11. WHEREAS the Distributor agrees that the Company, may, from time to time change the business plan, rates, prices, charges and rules and regulations, terms and conditions of the agreement. If Distributor chooses to participate in the programme, Distributor agrees to abide by those changes. Any such notice shall be deemed to have been given and received as of the day after such notice is put in one of the following media namely : the Company's website, sent

by email, disseminated via DIVINE NONI FAMILY WELLNESS Marketing Plan, Newsletter or other mode of mass communication. It is Distributor's responsibility to stay abreast of developments communicated in this fashion. The company reserves the right to terminate or change Plan wholly or in part thereof in any manner whatsoever at any time with or without notice. The company shall have the right to change the present Distributor terms and conditions. In the event of termination of the programme all the commissions earned or Sales accumulated by the Distributor shall stand forfeited.

12. WHEREAS the Distributor has to be an Indian National and competent to enter into agreement. He or she should not have been prohibited, under any law in force from entering into an agreement. The applicant must be above 18 years of age, as on the date of application in order to be eligible to become a Distributor. In case of the applicant being a minor, the parent or the guardian has to sign the agreement and other documents. **The onus of responsibility lies on the parent or the guardian only.** The relationship of the signatory has to be mentioned below the signature in the agreement. The Distributor taken in the name of the company / organisation shall fill the business addendum form and shall enclose their applicable legal documents, with the photographs and I.D Proof of the Owners /Directors.
13. WHEREAS the validity of this agreement is one (1) year from the date of the Application approved and accepted by COMPANY. Renewal of Distributorship shall be done automatically.
14. WHEREAS the Distributor understands that Cross Sponsoring, Cross Recruiting and cross line changing are prohibited in DIVINE NONI FAMILY WELLNESS Business. This may result in the imposition of penalty, as more fully set forth hereafter, but may include termination of the Distributorship. "Cross Sponsoring" means soliciting a Distributor or any closely related person or entity into a sales team different from the existing sales team of that Distributor.  
  
"Cross Recruiting" means soliciting a Distributor, into another marketing company. "Cross line changing" means a Distributor or any closely related person or entity voluntarily taking a Distributorship that is not in the same line of sponsorship as the one in which the Distributor has first enrolled.
15. WHEREAS if a Distributor desires to file a complaint against another Distributor for violation of the terms and conditions of this Agreement, he / she shall send a signed complaint or email complaint to the Company from his/her registered email id.
16. WHEREAS the Distributor agrees to maintain Confidentiality of Agreement by understanding that the Company, marketing plan, reports, Distributor lists and official literatures are all the proprietary information and are considered trade secrets of the Company. Distributor hereby agrees to, not directly or indirectly disclose or use any of the said confidential or proprietary information except to specifically promote Distributor's independent Plan in accordance with the provisions of this Agreement.
17. WHEREAS the Distributor agrees that the Company does not allow a person/legal entity to have more than One Distributorship; Legal entity means any person in the household of the Distributor e.g. spouse, son, daughter, parent living in the same household) and other legal entity. Violation of this clause will lead to termination of the Distributorship.
18. WHEREAS the Distributor agrees and understands that although Distributor may recommend other Distributors into the Company Marketing Plan, the Programme does not allow Distributor to profit solely from the activity of recommending or sponsoring other Distributors. Commissions are paid only on actual sale of Products that are made by Distributor and by other Distributor that fall into Distributor's sales team. No one shall make any offer or guarantee that the Distributor will derive any specific amount of income or profit

from sponsoring, enrolling or recruiting. Distributor understands that any income Distributor earns from Plan of Company is determined by Distributor's personal sales activity as a direct independent Distributor and Distributor understands that Product Packages and other product sales commissions shall be paid only to the qualified, selling and active Distributor and to his or her Sales Team. A Distributor shall not make any income representations.

19. WHEREAS it is agreed by the Distributor that any consumer who has purchased goods from the Distributor can return the product and receive refund for the saleable goods that are returned within 30 days from the date of purchase.
20. WHEREAS the Distributor agrees the Cooling off period of 45 days from the date of first purchase for surrendering the Distributorship. The Company will accept the return of the product pack only if it is returned in a resalable condition within the above specified period. The refund amount towards the returned product will be 90% of the amount paid by the Distributor less sales tax applicable, handling & forwarding charges and the commission paid by the Company under the Sales and marketing plan.
21. WHEREAS the Distributor agrees that the Company will replace any damaged product only on the grounds of Manufacturing defect, in which case the product is to be returned within 10 days from the receipt of the product, failing which there is no replacement guarantee. In the case of transit damage the product is to be returned immediately and details of the damage has to be written on the acknowledgement slip of the courier / post receipt while taking the delivery of the product. Replacement wherever applicable will be made within 15 days time.
22. WHEREAS the Distributor agrees that he/she will not use the Company and/or Plan, trade names and/or trademarks, tools and trainings manuals except to promote the Company's., products and business. In all such authorised use, Distributor will make clear that Distributor is a Direct Independent Distributor. Sales of marketing materials by Company, are not commissionable. Company, makes no warranty/guarantee, express or implied, with respect to the use, efficacy or suitability for any purpose with respect to any such marketing material unless otherwise explicitly stated in writing in connection with the purchase thereof.
23. WHEREAS the Distributor agrees that in order to maintain the integrity of the Company's sales policy, the Distributorship of an Individual / Proprietorship can be transferred only to Legal Heir or as per the Registered Will and by production of valid documents from relevant authorities. All such transfers require submission of a completed Transfer Application Form and must be approved by the Company. Sale of legal entity, which owns a Distributorship, is hereby deemed to be the sale of the Distributorship and is subject to the provisions as stated above. The Distributorship of NGO's is not transferable.
24. WHEREAS the Distributor can nominate a person to be his successor for transfer of Distributorship of the Plan.
25. WHEREAS in the absence of nomination by a Distributor, Distributorship will be dealt with like any other business or asset, a Distributor may have, is fully transferable in accordance with the terms of a Will, or, in the absence of a Will, it passes to their legal heirs pursuant to the applicable state of succession laws. For those Distributors, whose., Distributorship is owned by a legal entity, there would be no change in the ownership of the Distributorship upon the death of an owner of that legal entity, etc. Ownership of the legal entity would change by passing to the heirs, but the legal entity would continue to own the Distributorship.
26. WHEREAS all registration information provided by a Distributor to Company, must be accurate and complete. Distributor must update and correct registration information if it changes.

27. WHEREAS the Distributor agrees to keep any Company., related Distributorship information, confidential and notify Company., promptly if the Distributor believes that the information has been compromised.
28. WHEREAS the Distributor agrees that he/she shall not use the Logo of Divine Wellness Noni, or related organisations and shall not publish materials or release advertisements for and on behalf of the Company., Plan, or otherwise solicit related business by Advertisement in print media or Digital media in violation on the code of ethics of DIVINE NONI FAMILY WELLNESS Business or any Central or, State law or regulations.
29. WHEREAS the Distributor agrees to indemnify and hold the Company, Harmless against all claims made by any third party, and any related damages and expenses (including attorney's fees), arising out of or connected with the Distributor's conduct or the goods or the Distributor offers, or any violation of this agreement by Distributor.
30. WHEREAS the Company makes no warranties/guarantees, expressed or implied related to the product packages supplied thereunder or marketing materials sold, including but not limited to warranties/guarantees of merchantability. Company, will not be liable to any Distributor for indirect, incidental, special or consequential damages, such as (but not limited to) loss of profits or business interruption, arising out of or connected to the use of, or inability to use, the Product Package, products or marketing materials provided to any Distributor.
31. WHEREAS the Distributor may voluntarily terminate this Agreement by sending written notice of 30 days at any time for any reason. If a Distributor terminates this Agreement that Distributor shall not be allowed to become a Distributor again for a period of six (6) months. If a Distributor re-joins in violation of this policy then that Distributor shall be permanently terminated and Distributor shall not be allowed to earn any commission from the new Distributorship. The Distributorship can be terminated by giving 30 days notice in writing from either side (i.e. by the Distributor or by the company).
32. WHEREAS the Distributor agrees that if he/she breaches any of the provisions of this Agreement, violates any applicable law or regulation or engages in any false, misleading or unfair trade practice, including but not limited to, making income representations or making offer to potential Distributors that cannot be kept by Distributor, (herein called "Violation") any such Violation is the valid ground for imposition of penalty, as more fully set forth hereafter. The Company may suspend a Distributor, including suspension of commissions earned at the time, pending investigation of any alleged Violation. Distributor shall be given notice of the alleged Violation by e-mail, fax or other rapid method of communication and shall have 10 days thereafter to respond in writing (verbal response will not be considered) to any alleged Violation(s), failing which, the Company can consider the allegations to be true (It is Distributor's responsibility to see that Company receives the response, with supporting documentation, if any, within the 10 days period). If at the end of the investigation, it is determined that Distributor is to be penalised, the date of the imposition of the penalty can be, at the Company's option. A commission suspended and/or earned, if any, as on the date of a termination, shall not be paid. Any such cheques not paid shall be deemed to be liquidated damages as payment of part of the damages suffered by Company for the Violation. Distributor can request that any decision to impose a penalty be reviewed and supply any additional material that may bear on the matter in support of his claim thereof within ten days after notice of the penalty is given. Company shall then advise Distributor of its final decision. The Company shall have the option of imposing any one or more of the following penalties for Violations: denial or revocation of any achievement awards otherwise earned; denial of sales credit for sales that fall into the sales team of a cross-sponsored Distributor; imposing of a fine of an amount to be determined by the Company; and or suspension and or termination of the Distributorship Agreement.

33. ADDRESSES: The Addresses for Distributor shall be as is maintained in the records of Divine Wellness Noni. The Address of Divine Wellness Noni is No.16 Flat No : F2, TONA Villa, CBI Colony, 5TH Main Road, Perungudi, Kanchipuram, Chennai - 600096. and can be changed from time to time.
34. WHEREAS it is mutually agreed that all disputes between the member/Distributor and the company arising out of or in relation to this business shall be first settled by amicable negotiation between parties. In the event of the dispute not being settled between parties amicably, then the same shall be referred to the Sole Arbitrator appointed by the Company., under the provisions of Arbitration & Conciliation Act 1996 and the venue shall be at Chennai only. This Agreement shall be construed and enforced in accordance with the laws of Union of India and shall be subject to Chennai Jurisdiction. Causes of action between the parties hereto of any type, whether based on this Agreement, on fraud or any other sort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in Chennai city, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to be sued in all other courts. In any cause of action the winner shall be entitled to recover all reasonable attorney fees, court costs and other costs of the action.
35. WHEREAS the English version of this Agreement, as maintained on its official website [www.divinenoni.co](http://www.divinenoni.co) by the Company, is the official version and shall have control over any other language version(s) which may be made available for ease of reference for some Distributors. As used in the Company's, materials, when the term, "sell" and words of similar import are used to describe the sales activities of a Distributor, this is an abbreviated reference to the promotional activities of a Distributor with respect to sales and it is understood that all sales are between the Company and the Distributor.

Likewise, when the term, "recommend" and words of similar import are used to describe the referral and recommending activities of a Distributor, this is an abbreviated reference to the team building activities of Distributor and it is understood that the agreement by which one becomes a Distributor is between the Company and the recommended Distributor and not between the new Distributor and the recommending Distributor.

36. WHEREAS this Agreement constitutes the entire agreement between the parties on the subject matter hereof, and no other additional offer, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorised officer of the Company.
- WHEREAS THE PARTIES ABOVE NAMED TO THIS AGREEMENT HAVE HEREIN SIGNED ONLINE AND SUBSCRIBED THEIR RESPECTIVE HANDS BELOW ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

**37. DECLARATION**

(Signed on-line during registration)

I hereby declare that I am a Major and I am competent to execute this agreement. I hereby confirm having gone through, read and understood the above terms and conditions and that I shall abide by the same and the same is acceptable to me.

- A. I hereby declare that I am an Indian Citizen above 18 yrs. of age and am applying for the Distributorship of Divine Noni Family Wellness Business Marketing Plan of Divine Wellness Noni and understand that the Distributorship does not make me an employee, agent or legal representative of Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) or give me any authority to speak for contract or bind Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) or my sponsor.

- B. I will operate my business by buying and retailing of Divine Noni Family Wellness Business Marketing Plan products at my own expenses and by sponsoring and training others as Divine Noni Family Wellness Business Marketing Plan Distributors, to build my sales team and business. I will participate in team building activities of my upline's sales team and empower my sales team members to participate in team building activities by organising regular team meetings and team events. I shall also participate in local, state level, regional level and national level events, workshops and training Programmes to learn and to build Divine Noni Family Wellness Business Marketing Plan.
- C. I agree to participate and conduct weekly product seminars and Business training programmes for the members of my sales team and maintain necessary records for the same.
- D. As a Marketing / Stockist Distributor I agree to sell / retail the pack to improve the sales of the Products more specifically in my region and other parts of the country.
- E. I will not directly or indirectly promote, stock, market, sell or encourage any other Brand products among DivineNoni Family members or others while I am a Marketing/Stockist Distributor of Divine Noni Family Wellness Business Marketing Plan.
- F. I will not make any income claims, income or other representation or statements about Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) business or its products other than that are stated in Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) official literature.
- G. I indemnify Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) against any legal liabilities arising out of unauthorized claims, representations or statements made by me.
- H. I agree to abide by Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) Sales and marketing plan, its code of ethics, rules policies and procedures as setforth in Divine Noni Family Wellness Business Marketing Plan literature and Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) website [www.divinenoni.co](http://www.divinenoni.co) and Manual or any other circular/announcements that may be published on the website/**whatsapp** from time to time.
- I. I further agree to abide and comply with the rules and regulations governing my Distributorship, and accept the Divine Noni Family Wellness Business Marketing Plan which is part of this agreement and declaration.
- J. I hereby undertake that I will not make any claim that Divine Noni is a medicine or it is preventive or curative. I also undertake that I will not undersell the products in the market.
- K. I understand that my Distributorship may be revoked if I fail to comply with the above stated terms and conditions of the Distributor agreement, Divine Noni Family Wellness Business Marketing Plan and this declaration.
- L. I hereby declare that I am submitting the application for Distributorship voluntarily out of my own free choice and willingness to become Divine Noni Family Wellness Business Marketing Plan (Divine Wellness Noni) Distributor without any pressure, force or coercion.
- M. I agree that I am accepting the above and submitting my Distributorship application, agreement, Divine Noni Family Wellness Business Marketing Plan and declaration. I have duly signed this application, agreement, Divine Noni Family Wellness Business Marketing Plan and declaration online electronically.

COMPANY

DISTRIBUTOR

## **Divine Noni Family Wellness Business Distributor's Rules & Regulations**

(Signed on-line during registration)

The following Divine Noni Family Wellness Business distributor's rules & regulations are implemented with the purpose of safe guarding the right and regulating the obligations of its distributor rather than restraining their independent business activities. In order to mould yourself to be a responsible and ethical Divine Noni Family Wellness Business Distributor, you must understand and abide by the Rules & Regulations, which have the objective of building a healthy business networking environment for your long term and profitable business at Divine Noni, promoting unity and positive harmony among fellow Distributors, and between Distributors and the Company. Your strength and Success as a Divine Noni Family Wellness Business Distributor is a collective effort, founded upon the enduring partnership of commitment and trust that exists between the Company and Our Distributors.

It is the responsibility of each Distributor to (i) read, understand, adhere to ensure that he/she is aware of and operating under the most current version of the Rules & Regulations; (ii) update their contact details and correspondence/e-mail addresses as the company will send communications to the Distributor's last known address as stored in its database. Each Distributor agrees that the relationship between a Distributor and the Company is entirely contractual. Accordingly, the company will not recognize any claim by a Distributor that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by any employee of the Company in contradiction of the Rules & Regulations or policy, or is otherwise implied in fact or in law.

Divine Noni Family Wellness Business Distributor's Rules & Regulations in their present form and as amended by the Company from time to time are incorporated into and form an integral part of the Distributor online Application Form and constitute part of the contract between the Company and the Distributor.

### **1. Eligibility to Become a Distributor**

- a. Any individual who is of legal age residing in India can apply to be a Divine Noni Family Wellness Business Distributor by completing the Distributor Application Form online by e-registration.
- b. The Company reserves the right to reject any application without assigning any reason whatsoever.
- c. A Distributor of the Company must not be an existing agent, representative, employee or spouse of an employee of the Company.
- d. All applications must be sponsored by an existing authorized Distributor.
- e. The distributorship of an unmarried Distributor shall be limited to himself/herself only and he/she shall not have any other partner.
- f. A legally married couple is allowed to apply for only one distributorship.

### **2. Commission Payment**

- a. All Commission are computed weekly based on the SVP of the previous week.
- b. Weekly Commission will be issued **every Monday for the previous week SVP**. In some unforeseen situations, there may be a few days of delay due to external factors beyond the Company's control.
- c. Upon receiving their weekly Commission Statements online, Distributors should check to ensure the figures are accurate. Any queries should be made within 10 days from the issuing date of the statements, failing, which the Commission Statement is deemed correct.



### **3. Rectification Procedure For violation of the Rules & Regulation**

a. Violation of the Rules & Regulations is a serious issue and constitutes a breach of contract by the Distributor. It is likely to cause a negative impact not only on the business of the independent Distributor involved, but also of others. At the same time, it may cast a dishonourable image and negative impression on the Company, its Distributors, business partners, officers, shareholders, Board of Directors and agents or the general public, media and relevant authorities.

The Company provides guidance and advice in rectifying any violation and when the severity of the situation warrants it shall take appropriate action against the Distributors involved. In the event of violation, the following procedure shall be observed :

i) Upon any violation of the Rules & Regulations, a complaint has to be lodged immediately with the Company. The complainant may have to fill in the Customer Service Complaint / Request Form, giving details pertaining to the nature of the alleged violation. The complainant must also inform his/her upline about the complaint lodged against the Distributor concerned.

ii) Upon receiving the complaint, the Company shall notify the Distributor concerned, demanding a swift response and give him/her the opportunity to explain himself/herself regarding the alleged violation.

iii) In the event the Company finds that the information provided by both the complainant and the Distributor concerned is inadequate, the Company reserves the right to request for more details from either party. The Company may at any point in time withhold commissions under the marketing plan and whatever product offers and incentives, or withdraw facilities and privileges of the Distributor pending the final outcome of the investigation.

iv) Upon securing all details pertaining to the alleged violation as claimed by the complainant, the Company shall talk to the Distributor concerned, ensuring that the violation is not repeated. If necessary, the complaint lodged shall also be submitted for further discussion by the Company in consultation with the Management and top leaders.

v) If by acting on the principle of impartiality, the Company is convinced that the only way to rectify the established violation is to suspend or terminate the distributorship of the Distributor concerned, it shall write a letter informing the same to address of the distributor as listed in the Company's database and the postal registration shall be taken as the proof of receipt. In the event of suspension, the letter shall state a brief description of the complaint lodged against the suspended Distributor, in addition to spelling out the necessary step in rectifying his/her behavior as well as the deadline for their compliance.

vi) Failure on the suspended Distributor's part in rectifying his/her behavior within the deadline stipulated shall eventually lead to the termination of his/her distributorship.

vii) The Company reserves the right to take necessary actions against the terminated Distributor and demand any compensation for damages and legal costs incurred, if any.

viii) The Company reserves the right to amend or change any part of the above procedure when necessary without giving prior notice.

b. The Company shall send a registered letter to inform the Distributor about the suspension / termination of his/her distributorship.

### **4. Representations Made by Distributors**

a. Distributors shall present the Company's products and Divine Noni Family Wellness Business Marketing Plan truthfully and fairly. The Distributors shall not disseminate or spread any inaccurate and untruthful information related to the company and company's products.

b. It must be made clear that the Company's programmes based on sales of the Company's products. It shall be stated that profits only come through diligent and committed efforts.

c. Distributors shall not make claims on any of the Company's products other than those found in current Company literature and/or labels. If the reputation of the Company is damaged for this reason, the Distributor concerned will be held responsible for all costs or damages arising from such action. Furthermore, they shall not bind or commit the Company to any settlement related to such costs or damages.

#### **5. Labeling and Packaging**

a. Distributors shall not alter, relabel, repackage, rebundle, sell in loose form, or otherwise change any of the Company's products or sell any product under any name or label other than that authorized by the Company.

b. All products of the Company shall be marketed and sold in its original form and packing.

c. Distributor shall not display or sell the Company's products in any public or private places unless prior written approval from the Company has been obtained.

#### **5. Pricing**

a. No Distributor is allowed to under-price any product of the Company for the purposes of gaining higher or quick profits or promoting sales.

b. This action may warrant termination and/or legal action by the Company.

c. The integrity of Divine Noni Family Wellness Business Marketing Plan and the confidence of their Distributors should be upheld at all times.

d. Under-Pricing or over - Pricing in the above context means :

i) All products of the company shall be sold at its Maximum Retail Price as prescribed and approved by the Company. No Distributor is allowed to raise or lower the Price of any Product.

ii) No Distributor is allowed to carry out their own promotion unless with prior written approval from the Company.

iii) Products obtained during promotion or with purchase offers shall be sold at its Maximum Retail Price.

iv) A distributor is not allowed to instigate, encourage, indulge and teach downlines, to obtain commission rebate/refund of commission in order to be more competitive in pricing.

v) A Distributor is not allowed to resell the Company's products to their downlines, sidelines and other groups.

vi) A Distributor is not allowed to purchase / Sell to the staff of the Company and vice versa.

#### **7. Advertising and Use and Name**

a. Distributor shall not advertise the Company's products and/or its Marketing Plan without the prior written consent of the Company except by use of the exact language used in the Company's printed materials.

b. Apart from printed materials that the Company may supply and/or sell to Distributor's, a Distributor should not use the name of the Company, the Company's logo and/or other representation

of the Company without prior written approval of the Company. Upon expiration, suspension/termination of the distributorship, the affected Distributor :

i) Shall remove and discontinue the use of all the Company's signs and/or any other representations; and

ii) Shall not use any name, sign, label, stationery, products name, copyrights, designs and/or any printed material related to any of the Company's products.

c. Distributors may not register or use any of the Company's name(s), trademark(s), logo(s) or product name(s) in any website, URL (Uniform Resources Locator) address, Domain Name, Electronic media advertising or other forms of advertisement.

## **8. Cross - Sponsoring**

a. No Cross-Sponsoring of distributorship shall be allowed. Cross Sponsoring in this content means :

i) Signing up an existing Distributor from another group.

ii) Signing up the spouse when the husband is already a Distributor or vice versa.

iii) Signing up under another sponsor to operate his/her distributorship when his/her distributorship is still valid.

iv) Allowing other people or relatives to use his/her distributorship to do business.

b) In the event of Cross-Sponsoring, the following actions shall be taken

1. i) the distributorship of the Distributor who signs up Distributor of other group shall be terminated.

ii) All Distributors involved shall be transferred back to their original sponsor.

2. i) If the spouse "A" of a Distributor "B" is found to have signed under another group.

ii) "A's" distributorship will be terminated and all of "A's" downline Distributors shall be transferred to "B".

3. i) If distributor "A" is found to have used other people's or relative "B's" distributorship under another group to carry out business.

ii) "B's" distributorship will be terminated and all of "B's" downline Distributors shall be transferred to "A".

c. The Company reserves the right :

i) To withhold commission payment of the offending Distributor.

ii) To terminate the offending Distributor at the Company's discretion.

## **9. Resignation, Self-Suspension, Termination, Death or Incapacity.**

a. Any Distributor may choose to resign their distributorship with written notice to the Company and shall have his/her downlines transferred to his/her upline/sponsor.

b. A Distributor must wait until the expiry of his/her distributorship six (6) months after Divine Noni Family Wellness Business received his/her resignation letter, such other time at the Company's discretion, before reapplying to be a Distributor again.

c. A Distributor may choose to suspend his/her distributorship with written notice to the Company. In doing so, the Distributor must wait until the distributorship expires (12 months from last purchase) before reapplying to be a Distributor again.

d. The resigned, suspended or terminated Distributor is not permitted, either directly or indirectly, to participate in the building or development of any of the Company's distributorships. He/She shall cease to identify himself/herself as the Company's Distributor and shall covenant not to influence existing Distributors, employees or agents of the Company or its subsidiaries in any manner that may be detrimental, prejudicial, adverse or which may disrupt the operations or image of the company.

e. Any Distributor who has resigned or whose distributorship has been suspended/terminated shall no longer be entitled to the status of his/her distributorship and all of Divine Noni Family Wellness Business Marketing Plan, benefits and entitlements. Standing order for future purchases will be terminated and the Company may refund the unutilized funds (if any) after deduction of administrative charges. His/her downline organization shall be transferred to his/her direct sponsor. The resigned, suspended or terminated Distributor shall have no further claims whatsoever against the Company. A distributor who has resigned or been suspended or terminated can reapply for a new distributorship after his/her resignation, suspension or termination subject to the Company's approval and clause 9(d).

f. Any person reapplying to become a Distributor of the Company shall not lay claim to any of his/her commission/ incentives, ranks or positions, which he/she enjoyed or held prior to his/her suspension/termination or resignation.

g. Upon the demise or incapacity or health problems of a Distributor, his/ her distributorship shall be transferred to the Distributor's beneficiary as stated in the Nomination Notice and / or such other document as may be prescribed by the Company and in accordance with the relevant laws of the country concerned. However, where it is a joint distributorship (e.g. with spouse) upon the death of one of them, all the rights, titles, interest and benefits under their joint distributorship shall vest in the surviving partly.

h. The Company reserves the right to claim damages from the resigned, suspended or terminated Distributor if he / she is in breach of the Rules & Regulations or have participated in any actions that may cause losses in terms of financial or otherwise to the Company.

## **10. Principle of Sponsorship**

a. It is against the Company's policy for any Distributor to change sponsor through any means. Any applications submitted with the intent to change sponsors will be rejected.

b. It is against the Company's policy for a Distributor to be sponsored under two or more distributorships. Such conduct will result in their distributorships being terminated

c. Application for the change of sponsor or transfer of some of his/her entire personal group is not permitted.

## **11. Marriage**

a. If Two Distributors are married to each other one of the distributorships will be terminated automatically

b. A husband with more than one legal wife can elect only one wife for joint distributorship. Such other wives of his wishing to be Distributors must be sponsored under the direct joint distributorship.

c. The Distributor referred to in Clause (11a) and (11b) is required to submit to the company a copy of his/her marriage certificate and for (11b only) a written notification of this polygamy status. Failing to provide the documents will be considered a violation of the Rules & Regulations of the Company.

## **12. Divorce**

- a. Whenever a distributorship is separated as a result of divorce, the separation must be accomplished in such a way that it does adversely affect the interests of other distributorships in the same line of sponsorship.
- b. During the period in which divorce proceedings are pending, none of the parties are allowed to operate or participate in any other direct sales business.
- c. The divorcing couple shall reach an agreement between them, and either of them can submit the "Application for Termination of Distributorship".
- d. The withdrawing party upon the completion of his or her termination may reapply to become a Distributor under a new sponsorship. In the event of further disputes arising from a divorce but beyond the control of the rules & regulations of the company, the relevant laws of the country concerned shall prevail.

## **13. Sale of Distributorship**

The sale of distributorship will be subject to the following conditions :

- a. Only a distributorship in good standing with the Company and having the rank of DD and above and not in violation of the Rules & Regulations may be sold. The Distributor must write in to the Company for approval before any sale of distributorship can be made. Approval is based on the review of the proposed purchaser's qualification and intention to manage and will be subject to the consent and approval of the Company.
- b. The sale of the distributorship follows the below preferential order :
  - i) First priority - The distributor's immediate sponsor
  - ii) Second priority - Any upline Distributor
  - iii) Third Priority - One of the Director downlines sponsored by the Distributor
  - iv) Fourth Priority - One of the Distributors in the Company with the rank of Director and above
- c. Upon approval of the sale by the Company, a sale and purchase agreement must be signed between the buyer and seller. A copy of the duly stamped sale and purchase agreement must be submitted to the Company for safekeeping.
- d. Any Distributor who has sold his/her distributorship can only apply to join as the Company's Distributor after one year from the date of the sale. Accordingly, he/she will start from the very beginning with no link to previous downlines.
- e. All commission accrued to the previous distributorship will be paid to the new owners. The awards and recognitions previously awarded to the distributorship will be transferred to the new owner, if the new owner is presently a Distributor of the Company. However, the new owner has to attain the required qualification before he/she is entitled to acquire any due awards and recognition of the transferred distributorship.
- f. Selling and buying an existing distributorship as a means of changing distributorship is generally discouraged. The Company will closely scrutinize such transactions for violation of other important policies.

g. The Company reserves the right to disapprove any sale of distributors without having to give any reason.

#### **14. Prohibited Acts**

A Distributor shall not :

- a. Incur any liability or debt in the name of on behalf of the Company;
- b. Make or modify or alter or discharge any contracts in the name of the Company;
- c. Negotiate, enter into contracts and / or agreements for and on behalf of the company
- d. Sponsor or solicit or attempt to sponsor or solicit another Company's Distributor into any other trade, business or profession in competition with the Company
- e. Solicit the participation of any Company's Distributor to purchase any products other than the Company's or opportunity or to participate in any other trade, business or profession in competition with the company;
- f. Be engaged in or be interested whether directly or indirectly or whether as principal, agent, servant or licensee in the sale of any products or goods other than those of the Company in any trade, business or profession in competition with the company;
- g. Influence existing Distributors, employees or agents of the company or its subsidiaries in any manner that may be detrimental, prejudicial, adverse or which may disrupt the operations or image of the Company.
- h. Be involved in any media release pertaining to Divine Wellness Noni corporate - related information (including personal interviews) to newspapers / magazines / others without prior written approval from the Company.

#### **15. Waiver**

- a. Failure to enforce or to require the performance at any time of anyone of the provision of these Rules & Regulations shall not be construed to be a waiver of such provision, and shall not affect either the validity of these Rules & Regulations or any part here of or the right any party thereafter to enforce each and every provision in accordance with the terms and these Rules & Regulations.
- b. Any waiver by the Company can and shall only be effected in writing by the authorized personnel of the Company.

#### **16. Changes and/or Amendments**

A distributor shall comply with the Rules & Regulations of the Company and any amendment made by the Company from time to time provided that such amendment has been published in the Noni News Magazine or otherwise notified to the Distributor.

#### **17. Force majeure**

In an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

Riot, hostilities, acts of terrorism, civil war, or compulsory acquisition by any governmental or competent authority.

Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component.

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. Earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity. and

Strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract. The following will apply.

a. Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.

b. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

c. The Distributor has no entitlement and the Company has no liability for: (i) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (ii) any delay costs in any way incurred by the Distributor due to an event of force majeure.

## **18. Arbitration**

Any dispute or difference whatsoever arising out of or in connection with this contract, including any question regarding its existence, validity, termination or the breach thereof shall be settled by arbitration at Chennai in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties.

### **Code of Ethics**

(Signed on-line during registration)

All distributor are required to observe the My Divine Noni distributors' code of ethics at all times.

The company reserves the right to terminate any distributorship at any time for violation.

### **Distributor's pledge**

1. I will follow the highest standard of honesty and integrity in conducting Divine Noni Family Wellness Business.
2. I will abide by Divine Noni Family Wellness Business distributor's rules & regulations at all times.
3. I will not resort to any fraudulent act in promoting the company's business at the expenses of the direct selling industry, to the company fellow distributor.

4. I will present the marketing plan accurately and honestly, clearly portraying the level of efforts required to achieve success.
5. I will not make negative or disparaging remarks about the company, its products, officers and employees or other people, products or firms. I will be respectful to the company as well as the direct selling business.
6. I will not promote, market or sell products which are in competition or similar to Divine Noni or any other Noni manufactured and marketed by other companies.
7. I will not retail the Company's products below the prescribed MRP.
8. I will not use the company's trade name (S), Information literature, advertising material and meetings or other company's tools to enhance other business interests.
9. I will not continuously strive to ensure that my customer and fellow Distributors are satisfied with the Company's products and my service.