

# NATURESPURE

## POLICIES AND PROCEDURES

EFFECTIVE FEB 1, 2024

### INDIA

#### TABLE OF CONTENTS

##### INTRODUCTION

##### SECTION 1 BECOMING AN INDEPENDENT DIRECT SELLER

###### 1.1 REQUIREMENTS TO BECOME A DIRECT SELLER

###### 1.2 APPLICATION AND ACCEPTANCE

###### 1.3 TERRITORY

###### 1.4 DIRECT SELLER BENEFITS

###### 1.5 NO PRODUCT PURCHASE REQUIRED

###### 1.6 TERM AND RENEWAL OF A NATURESPURE BUSINESS

###### 1.7 TERMINATION

###### 1.8 EFFECTS OF TERMINATION

###### 1.9 BENEFICIAL INTEREST

###### 1.10 SUCCESSION AND INCAPACITY

###### 1.11 EFFECTS OF DIVORCE AND LEGAL ENTITY DISSOLUTION

###### 1.12 CHANGES INVOLVING A SPOUSE AND/OR A CLOSELY HELD COMPANY

###### 1.13 CHANGES IN FORM OF LEGAL ENTITY

###### 1.14 CHANGES IN EXISTING BENEFICIAL INTEREST HOLDERS OF A LEGAL ENTITY

###### 1.15 LIMITATIONS

###### 1.16 SALE, TRANSFER, OR ASSIGNMENT OF A NATURESPURE BUSINESS

###### 1.17 RIGHT OF FIRST REFUSAL

###### 1.18 CHANGES TO THE AGREEMENT

##### SECTION 2 OPERATING YOUR INDEPENDENT DIRECT SELLERSHIP

###### 2.1 CODE OF ETHICS

###### 2.2 INDEPENDENT CONTRACTOR STATUS

###### 2.3 UNFAIR COMPETITION

###### 2.4 ACTIVITY REPORTS

###### 2.5 IDENTIFICATION

###### 2.6 PRODUCT PACKAGING AND LIABILITY

###### 2.7 INSURANCE

###### 2.8 REPORTING POLICY VIOLATIONS

###### 2.9 CORPORATE TOURS

###### 2.10 CORRECT INFORMATION

## 2.11 RELEASE FOR USE OF PHOTO, AUDIO, OR VIDEO IMAGE, AND/OR TESTIMONIAL ENDORSEMENT

### SECTION 3 SPONSORSHIP

#### 3.1 SPONSORING DIRECT SELLER RESPONSIBILITIES

#### 3.2 SPONSOR/PLACEMENT CHANGE

#### 3.3 RE-APPLICATION

### SECTION 4 PROMOTING THE PRODUCTS AND OPPORTUNITY

#### 4.1 CLAIMS, SALES, AND PROMOTIONAL ACTIVITY

#### 4.2 LIMITATIONS ON OFFERING

#### 4.3 SALES TOOLS

#### 4.4 INTERNET ADVERTISING

#### 4.5 OTHER SALES MEDIA

#### 4.6 RETAIL ESTABLISHMENTS

#### 4.7 TRADE SHOWS, EXPOSITIONS, AND OTHER SALES FORUMS

#### 4.8 GENERIC BUSINESS ADVERTISEMENTS

#### 4.9 EMAIL AND FAX COMMUNICATION

#### 4.10 PHONE/MOBILE USE

#### 4.11 CORRESPONDENCE

#### 4.12 MEDIA AND MEDIA INQUIRIES

#### 4.13 INTERNATIONAL MARKETING

### SECTION 5 RETAIL SALES AND ORDERING

#### 5.1 SELLING TO END CONSUMERS

#### 5.2 PARTICIPATION IN THE COMPENSATION PLAN

### SECTION 6 ORDERING

#### 6.1 THE 70% RULE

#### 6.2 BUYING RANK PROHIBITED

#### 6.3 RESTRICTED ORDERING PRACTICES

#### 6.4 RETURN OF PRODUCT AND SALES AIDS

#### 6.5 PRODUCT ABANDONMENT

#### 6.6 PICKUP CENTER ORDERS

#### 6.7 RETURNED CHECKS

#### 6.8 RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS

#### 6.9 SALES/TRANSACTION TAXES

#### 6.10 AUTOSHIP

### SECTION 7 BONUSES

#### 7.1 BONUS QUALIFICATIONS

#### 7.2 NO EARNING GUARANTEE

#### 7.3 PAYMENT

- 7.4 BONUS BUYING PROHIBITED
- 7.5 ADJUSTMENTS TO BONUSES
- 7.6 ERRORS OR QUESTIONS
- 7.7 PROCESSING AND OTHER FEES

## SECTION 8 BREACH OF CONTRACT AND REMEDIES

- 8.1 BREACH
- 8.2 INTERNET AUCTIONS
- 8.3 MATERIAL BREACH
- 8.4 REMEDIES FOR BREACH
- 8.5 GRIEVANCES AND COMPLAINTS
- 8.6 MEDIATION
- 8.7 ARBITRATION
- 8.8 OTHER REMEDIES

## SECTION 9 DEFINITIONS

## SECTION 10 FORCE MAJEURE

### ADDENDUM A

- A.1 ADVERTISED PRICE
- A.2 SALES PROMOTION AND SPONSOR TRAINING
- A.3 OPPORTUNITY CLAIMS
- A.4 TAXES
- A.5 GOVERNMENTAL APPROVAL OR ENDORSEMENT
- A.6 BREACH OF CONTRACT—ADDITIONAL PROVISIONS
- A.7 DIAMOND DIRECTOR COVENANTS REGARDING COMPETITION

### ADDENDUM B

- B.1 RETURN OF PRODUCT UPON TERMINATION
- B.2 NO REFUND FOR SALES TOOLS/MERCHANDISE.
- B.3 RETURN OF PRODUCT—NO TERMINATION
- B.4 REFUSED PRODUCTS
- B.5 REFUND PROCEDURES
- B.6 REFUNDS TO CUSTOMERS
- B.7 CANCELLATION NOTICE

## INTRODUCTION

NaturesPure Health Products India Private Ltd, is a Direct selling company that markets its Products through independent DIRECT SELLERs and henceforth called shortly as **NATURESPURE** for reference in this Policies and Procedures document part of the "Agreement". It is important to understand that your success and the success of your fellow DIRECT SELLER's depend on the integrity of the men and women who market NaturesPure's Products and services.

The Agreement (as defined below) is made to clearly define the relationship between you and us, between you and your Customers, and between you and other Direct Sellers.

NaturesPure or its subsidiaries is sometimes referred to as "the Company," "we," "us," and "our," and the DIRECT SELLER signing the Agreement is sometimes referred to as "you" and "your." These Policies and Procedures (sometimes hereinafter referred to as the "Policies" or the "P&Ps"), as currently stated and as amended from time to time upon mutual agreement of the parties as described herein (Section 1.18), are incorporated into and form an integral part of the Agreement. When the term "Agreement" is used herein, it collectively refers to the NaturesPure DIRECT SELLER Application, these Policies and Procedures and the attached addenda (which are incorporated herein by this reference), and the NaturesPure Compensation Plan. The addenda may be country-specific and may modify the terms herein. You have the responsibility to read, understand, and adhere to the most current version of these Policies and Procedures. When Sponsoring a new DIRECT SELLER, you must ensure that he or she is provided with the opportunity to (1) review and understand the terms and conditions of the Agreement and (2) read and understand the Policies and the Compensation Plan prior to signing the DIRECT SELLER Application.

## SECTION 1. BECOMING AN INDEPENDENT DIRECT SELLER

1.1. Requirements to Become a DIRECT SELLER. To become a NaturesPure DIRECT SELLER there is **NO MEMBERSHIP/REGISTRATION FEE is needed, and it is FREE to become a NaturesPure Direct Seller** but you must:

1.1.1. If you are an individual **Indian Citizen**, be of the age of legal majority in the jurisdiction in which you reside (Age 18);

1.1.2. If you are a legal entity, be properly registered and in good standing with your governing jurisdiction;

1.1.3. Reside in an Opened country;

1.1.4. Provide, where allowed by law, evidence of identity in the form and manner as the Company may require;

1.1.5. **Submit a true, accurate and properly completed DIRECT SELLER Application to the Company by Online; and accept the Terms & Conditions & Policies & Procedures through Aadhar based e-Sign by an OTP**

1.1.6 **Provide, Permanent account Number (PAN) given by Income Tax Department for deducting and remitting TDS (Tax Deduction at Source) on Commissions and Bonuses earned.**

1.1.7 Provide the bank details with account number, name of the bank, NEFT Code etc. with copy of the passbook or bank statement for transfer of commissions and bonuses.

1.1.8 Provide your valid address proof through copy of Aadhar or Passport, Ration card, Driver's license, Voters ID, etc.

**1.1.9 NaturesPure DIRECT SELLERS will be provided an Identity Card as an "Independent NaturesPure DIRECT SELLER", which they need to carry for any NaturesPure Meetings/ trainings/ gatherings, and should be produced as and when required by the Authorities.**

The DIRECT SELLER application will be put on hold till Section 1.1.6, 1.1.7, 1.1.8 are completed

1.2. Application and Acceptance. By signing the DIRECT SELLER Application and submitting it to us online, you are applying to become an independent DIRECT SELLER of NaturesPure. Your application is accepted when you enter your data into our database and if you are otherwise in compliance with the DIRECT SELLER Application. Upon acceptance, we will establish in the Personal Genealogy Tree and a DIRECT SELLER ship, and issue to you an identifying DIRECT SELLER ship ID number.

1.2.1. We reserve the right to reject any DIRECT SELLER Application. We will not accept inaccurate or false information. Incomplete, inaccurate, or unlawful DIRECT SELLER Applications are voidable by us.

1.2.2. You are responsible for informing us of any changes affecting the accuracy of your DIRECT SELLER Application and any subsequent information regarding the account information of your DIRECT SELLER ship.

1.3. Territory. Acceptance of your DIRECT SELLER Application authorizes you to resell Products and operate your DIRECT SELLER ship in India. You cannot resell Products in a country that we have not officially opened, We do not grant exclusive territories to any DIRECT SELLER.

1.4. DIRECT SELLER Benefits. Once your DIRECT SELLER Application has been accepted by us, the benefits of the DIRECT SELLER Agreement will be available to you as long as your DIRECT SELLER ship is in good standing. These benefits include the right to:

1.4.1. Sell NaturesPure Products in accordance with the Policies and Procedures;

1.4.2. Participate in the Compensation Plan (receive Bonuses & Commissions, if eligible);

1.4.3. Sponsor other persons in NaturesPure Business;

1.4.4. Receive periodic NaturesPure literature and other NaturesPure communications;

1.4.5. Participate in NaturesPure-sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable). DIRECT SELLER should carry their ID Cards for all the Events and meetings; and

1.4.6. Participate in promotional and incentive contests and programs sponsored by NaturesPure.

1.5. No Product Purchase Required. No person is required to purchase our Products or Sales Tools to become a DIRECT SELLER.

1.6. Term and Renewal of a NaturesPure Business. Your DIRECT SELLER ship will be valid and good with NaturesPure as long as you as a DIRECT SELLER are active in the NaturesPure business. If you remain inactive (i.e. not generating any RV or sponsoring any DIRECT SELLERS) for a period of twelve months, your ID will be terminated with no further notice. You will be allowed to reapply for a DIRECT SELLER ship only after the expiry of six months.

1.7. Termination. The Agreement between you and us may be terminated as follows:

1.7.1. You may terminate the Agreement at any time, regardless of reason by submitting a notice in writing to the Company at its principal business address in India, or via email. The email notice must be from your email of record and include your name, DIRECT SELLER identification number, and address. The written notice must also include your signature.

1.7.2. We may also terminate the Agreement if you are in breach of the Agreement. Prior to doing so we will give you a notice of the breach and an opportunity to cure within a reasonable time of fifteen (15) days.

1.8. Effects of Termination. When your Agreement with us is terminated, for whatever reason, your DIRECT SELLER ship rights as set forth in the Agreement also terminate.

This includes the right to sell Products and the right to receive Bonuses or other income resulting from the sales and other activities of your Down line. You also need to surrender your "ID Card" issued by NaturesPure.

1.9. Beneficial Interest. You may not have a Beneficial Interest in more than one DIRECT SELLER ship unless authorized by the Compensation Plan. "Beneficial Interest" means a legal or equitable right—whether granted by law, contract, or practice—to Direct, control, own, participate in or be the beneficiary of the Direction, control, ownership, or participation of another person.

Your spouse or partner residing with you has a beneficial interest in your DIRECT SELLER ship. Also, if you are a legal entity, then all possessing a right to control you, including but not limited to your shareholders, officers, Directors, or your members or managers, as the case may be, possess a Beneficial Interest in your DIRECT SELLER ship and may not hold a Beneficial Interest in another DIRECT SELLER ship.

1.9.1. Normally, we deem all persons residing in your household as holding a beneficial interest in your DIRECT SELLER ship. However, if you can provide adequate proof that another adult who is not a spouse is operating a DIRECT SELLER ship separately from yours, we will waive this rule until circumstances change.

1.9.2. If a member of your household engages in any act or omission that, if performed by you, would violate the Agreement, we may impute such act or omission to you as if you had violated the Agreement.

1.9.3. If you marry another DIRECT SELLER, no effect will be given to the provisions of this section and the two of you may maintain your DIRECT SELLER ships separate and independent.

1.9.4. If you are a DIRECT SELLER and receive the rights to another's DIRECT SELLER ship upon death, we will waive the Beneficial Interest policy, subject to the succession rules herein.

1.10. Succession and Incapacity. If you bequeath your rights in your DIRECT SELLER ship upon death, and such rights are given by a competent court upon your death, we will recognize the transfer to the successor if the successor provides proof that is acceptable to us and completes and delivers an amended DIRECT SELLER Application with such information as is necessary for us and the successor to carry on business. Otherwise, we will terminate your Agreement. If you are incapable of operating your DIRECT SELLER ship due to incapacity, we will recognize your authorized agent to operate the DIRECT SELLER ship during your incapacity. To do so, your authorized agent must provide proof of your incapacity and proof of his authority that is authentic and which we can verify to be lawful.

1.11. Effects of Divorce and Legal Entity Dissolution. We will not allow a DIRECT SELLER ship to be partitioned or in any way divided in the event of divorce or company dissolution.

1.11.1. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

1.11.1.1. One of the parties may, with consent of the other(s), operate the NaturesPure business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize us to deal Directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

1.11.1.2. The parties may continue to operate the DIRECT SELLER ship on a “business-as-usual” basis, whereupon all compensation paid by us will be paid according to the status quo as it existed prior to the divorce or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

1.11.1.3. We will not remove a party to a DIRECT SELLER ship from the DIRECT SELLER account without that party’s written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will we divide Bonuses between divorcing spouses or members of dissolving entities. We recognize only one downline organization. Bonuses shall always be issued to the same individual or entity.

1.11.1.4. If a former spouse has completely relinquished all rights in the DIRECT SELLER ship pursuant to a divorce, he or she is thereafter free to enroll under any Sponsor without waiting six (6) calendar months. In the case of business entity dissolution, those holding a Beneficial Interest in the legal entity must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a DIRECT SELLER. In either case, however, the former spouse or business affiliate shall have no rights to any DIRECT SELLER in his or her former organization or to any former Customer and must develop the new business in the same manner as would any other new DIRECT SELLER.

1.12. Changes Involving a Spouse and/or a Closely Held Company.

1.12.1. The First Right of Refusal rules in section 1.17 shall not apply if a DIRECT SELLER desires to add or remove a spouse from the DIRECT SELLER ship. [Examples: (1) Mrs. X is a DIRECT SELLER. She may add her husband, Mr. X, to the DIRECT SELLER ship. She may not add an adult child, parent, or other relative, or an unrelated business partner. (2) Mrs. Y and Mr. Y are joint applicants on a DIRECT SELLER ship. They divorce and by

agreement, or court order, Mrs. Y retains all the rights to the DIRECT SELLER ship and Mr. Y releases, or is ordered to release, all such rights.]

1.12.2. A DIRECT SELLER who is an individual may transfer his or her interest (and the spouse's interest, if applicable) to a legal entity that is 100% held by one or both spouses. (Example: XYZ, Inc. is 100% owned by Mr. A. The DIRECT SELLER ship is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A if Mr. A agrees.)

1.12.3. A DIRECT SELLER that is a legal entity and 100% owned by an individual and/or his spouse may transfer its interest to the individual and/or the spouse. (Example: Mr. A is the sole name on a DIRECT SELLER ship. He may transfer his rights to XYZ, Inc. if he is the sole shareholder (or he and his wife, Mrs. A, are the sole shareholders) of XYZ, Inc.)

1.12.4. To accomplish a transfer, the DIRECT SELLER must submit an amended DIRECT SELLER application by mail and also by Registered Post and,

1.12.4.1. If adding a spouse, a copy of their marriage certificate;

1.12.4.2. If removing a spouse, a notarized copy of the signatures of both spouses authorizing the removal;

1.12.4.3. If transferring to a legal entity, a certificate of good standing from the state of organization and a copy of the company's charter documents showing all the interest holders and management; and

1.12.4.4. If transferring from a legal entity to the individual and/or individual and spouse, an authorizing statement signed by an officer or Director of the legal entity and signed by the individual (and spouse, if applicable).

1.13. Change in Form of Legal Entity. A DIRECT SELLER that is a legal entity and desires to change to another type of legal entity may do so as long as the Beneficial Interests in the legal entity do not change. All Beneficial Interest holders of the former legal entity must confirm with a notarized or other form of authenticated signature that they agree to the change. Also, a new DIRECT SELLER Agreement must be submitted by the new legal entity. Members of the former entity are jointly and severally liable for any indebtedness or other obligation to NaturesPure.

1.14. Change in Existing Beneficial Interest Holders of a Legal Entity. Changes in the Beneficial Interest holders of a legal entity, whether by addition or replacement (but not removal or resignation) of a shareholder, Director, officer, manager or member, are deemed to be a transfer of interest and are therefore subject to the right of first refusal procedures in section 1.17.

1.15. Limitations. Changes within the scope of these sections 1.15, 1.16, and 1.17 do not include a change of sponsorship, which is addressed in section 3.2 below. However, if such changes involve a change in the beneficial interest of a DIRECT SELLER ship, the change is subject to the right of first refusal rules in subsection 1.17.

1.16. Sale, Transfer, or Assignment of a NaturesPure Business. The Company discourages the sale of DIRECT SELLER ships, the transfer of partial interests in DIRECT SELLER ships, and the practice of partnering as a subterfuge for transferring interest. If a DIRECT SELLER wishes to sell, transfer, or assign (hereinafter in this section "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interest in a NaturesPure DIRECT SELLER ship, the following criteria must be met:



1.16.1. The DIRECT SELLER ship being sold must be paid at the rank of Diamond Director at the time the request for sale is made.

1.16.2. Except as allowed for Sponsors in section 1.17.1, the buying DIRECT SELLER may not currently have a beneficial interest in a DIRECT SELLER ship or have had a Beneficial interest in a DIRECT SELLER ship within the preceding six (6) months;

1.16.3. The selling DIRECT SELLER may not reapply to become a DIRECT SELLER under another Sponsor for a period of not less than six (6) months after the sale occurs.

1.16.4. The sale is subject to the Right of First Refusal rules in section 1.17.

1.16.5. The Company must first give express written approval of the sale, which the Company may grant or withhold in its sole discretion.

1.17. Right of First Refusal (RFR). All offers for the sale of a DIRECT SELLER ship are subject to the rights of first refusal as described herein.

1.17.1. Procedures. If a DIRECT SELLER receives a Good Faith Offer (as hereinafter defined) to purchase his or her interest in a DIRECT SELLER ship, the DIRECT SELLER shall first offer to sell such interest to the Company on the same terms and conditions contained in the Good Faith Offer. The DIRECT SELLER shall deliver the Good Faith Offer in writing to the Company, and the Company shall have fifteen (15) business days in which to accept the offer. A "Good Faith Offer" is an arm's length written offer to purchase the DIRECT SELLER ship Rights by a Person that is not a DIRECT SELLER, which the Company, in its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such DIRECT SELLER ship Rights.

1.17.1.1. If the Company fails to exercise its RFR within the fifteen (15) day time period, the DIRECT SELLER shall extend the same offer to his or her Sponsor who is not in violation of the Contract and who within the previous month qualified for earnings under the Compensation Plan. The offer shall be on the same terms and conditions as those contained in the Good Faith Offer. The Company shall convey the Good Faith Offer by providing written notice of the same to the Sponsor. The Sponsor shall have fifteen (15) business days in which to accept or reject such offer. If the Sponsor qualifies and accepts the offer, he or she must provide written notice to the Company upon acceptance, resign his or her existing DIRECT SELLER ship (contingent on completing the sale), and submit an amended application for the DIRECT SELLER ship.

1.17.1.2. If the Sponsor rejects or fails to accept the offer, the same procedures and requirements shall be applied to the next up line Sponsor (your Sponsors' sponsor).

1.17.1.3. If that Sponsor (your Sponsors' sponsor) rejects or fails to accept the offer, the same procedures and requirements shall be applied to the next upline Sponsor.

1.17.1.4. If that Sponsor rejects or fails to exercise his or her RFR within the time allotted, the DIRECT SELLER may complete the sale of his or her rights in the DIRECT SELLER ship to the third party according to the same terms and conditions contained in the Good Faith Offer, provided, however, that the DIRECT SELLER complies with all other transferring procedures contained in this section and as may be established from time to time by the Company.

1.17.1.5. This section shall apply to each new Good Faith Offer received by the DIRECT SELLER.

1.17.2. Line of Sponsorship. No changes in line of sponsorship can result from the sale or transfer of a NaturesPure business.

1.17.3. Compliance Department Approval. Upon complete execution of the purchase and sale agreement and the new DIRECT SELLER Agreement, the parties must submit copies of the same to NaturesPure's Compliance department for review and approval. NaturesPure may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. NaturesPure's Compliance department will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within fifteen days after its receipt of all necessary documents from the parties.

1.17.4. Voidable Sales; Assumption of Obligations; Waiting Period. If the seller sells, transfers, or assigns, or attempts to sell, transfer, or assign his or her DIRECT SELLERSHIP upon terms different than those set forth in the offer to the Company, such transfer shall be voidable at NaturesPure's option. Further, if the parties fail to obtain NaturesPure's approval for the transaction, the transfer shall be voidable at NaturesPure's option. The purchaser of the existing DIRECT SELLER ship will assume the obligations and position of the selling DIRECT SELLER. A DIRECT SELLER who sells his or her DIRECT SELLERSHIP shall not be eligible to re-apply as a NaturesPure DIRECT SELLER for a period of at least six (6) full calendar months after the sale.

1.18. Changes to the Agreement. Because laws and the business environment periodically change, NaturesPure may find it necessary to amend the Agreement and its prices from time to time. Once the amendments are published, you may elect to accept the amendments or reject them. If you reject them, your Agreement will terminate at the end of its term and will not be renewed. Amendments shall be effective upon notice to all DIRECT SELLERS that the Agreement has been modified. Notification of amendments shall be published in one or more of the following:

(1) Posting on the Company's official website, (2) electronic mail (email), (3) fax-on-demand, (4) voice mail system broadcast, (5) inclusion in Company periodicals, (6) inclusion in Product orders, or (7) special mailings. If you continue to Sponsor and/or accept Bonuses from us, such actions shall be deemed acceptance of the amendments.

## SECTION 2. OPERATING YOUR INDEPENDENT DIRECT SELLERSHIP

2.1. Code of Ethics. We are a values-based company and pride ourselves on the quality and character of our DIRECT SELLERS. The following code of ethics helps ensure a uniform standard of excellence throughout our organization. You agree to practice the following ethical behavior when operating your DIRECT SELLER ship. Each behavioral part of the Code of Ethics is material to the Agreement.

2.1.1. I will actively work to establish and maintain a retail customer base.

2.1.2. I will be respectful of every person I meet while operating my independent NaturesPure related DIRECT SELLER ship.

2.1.3. At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.

2.1.4. I will not engage in activities that may bring disrepute to NaturesPure, any NaturesPure corporate officer or employee, myself, or other DIRECT SELLERS.

2.1.5. I will not make discouraging or disparaging claims toward other NaturesPure DIRECT SELLERS. I will ensure that in all NaturesPure business dealings I will refrain from engaging in negative language and defamatory statements.

2.1.6. I will be truthful in my representation of NaturesPure Products and make no claims regarding the health benefits of NaturesPure Products that violate the law. THE COMPANY DOES NOT REPRESENT OR IMPLY THAT ANY NATURESPURE PRODUCT IS INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE;

2.1.7. I will provide support and encouragement to my Customers to ensure that their experience with NaturesPure is a successful one and will clearly state all terms of sale.

2.1.8. I will provide follow-up service and support to my downline as is reasonably necessary to assist them in building a retail Customer base and a downline organization.

2.1.9. I will correctly represent the Compensation Plan and the income potential represented therein. I understand I may not use my own income as an indication of others' potential success, or use compensation earnings as marketing materials. I further understand that I may only disclose my NaturesPure income to sponsor a potential DIRECT SELLER(s).

2.1.10. I shall make personal or telephone/mobile contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid intrusiveness.

2.1.11. When making a sales presentation, I shall discontinue it immediately upon the request of the recipient.

2.1.12. I shall take appropriate steps to protect the private information of my Customers and downline.

2.1.13. I shall respect the lack of commercial experience of potential applicants and actual retail Customers and downline.

2.1.14. I shall not abuse the trust my retail Customers and downline place in me, nor shall I exploit their age, illness, lack of understanding or unfamiliarity with language.

2.1.15. If there is a language barrier with a potential applicant, I shall take appropriate steps when making a sales presentation and see that the NaturesPure Comp plan, products and Policies and Procedures are fully explained and they understand before sponsoring the applicant.

2.1.16. I will not discriminate linguistically, racially, regionally any NaturesPure DIRECT SELLERS or officers of NaturesPure

2.1.17. I will abide by all of NaturesPure's Policies and Procedures.

2.2. Independent Contractor Status. You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an independent DIRECT SELLER. You have no authority to bind NaturesPure to any obligation. Should you be deemed an agent by a competent agency or court in any jurisdiction in which you do business, you shall release us from any claim arising from such determination.

2.2.1. As an independent DIRECT SELLER, you are responsible for paying your own self-employment taxes, Income taxes, Professional taxes. GST on Commissions earned, GST on Retail Sales and other taxes if any imposed by law upon as an independent/entity and you shall indemnify us from any claims arising from your failure to pay such taxes.

2.2.2. Your work hours, business expenditures, and business plans are not dictated by us and you shall make no printed or verbal representations that state or imply otherwise. I also agree to carry my NaturesPure Independent DIRECT SELLER's "ID Card" for all the NaturesPure functions, gathering etc., and produce the same as and when asked for by the Authorities.

2.2.3. It is your responsibility and you agree to comply with all laws and the Agreement in the operation of your DIRECT SELLER ship or the acquisition, receipt, holding, selling, distributing, or advertising of our Products or opportunity.

2.2.4. You also agree to be fully responsible for all of your verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in Official NaturesPure Materials. You agree to indemnify us against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by you that are outside the scope of the Agreement. The provisions of this section survive the termination of the Agreement.

### 2.3. Unfair Competition

2.3.1. Non-solicitation during Agreement. You are free to participate in other Direct selling, multilevel, or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, unless authorized in writing by an officer of NaturesPure, during the term of this Agreement, you shall not Directly or indirectly solicit, recruit, or attempt to solicit or recruit other NaturesPure DIRECT SELLERS or Customers to any other Network Marketing business, other than those you have personally Sponsored. If you participate in another Network Marketing business, you agree that you shall operate your NaturesPure DIRECT SELLER ship entirely separate and apart from it. Accordingly, if participating in another Network Marketing business, you agree that:

2.3.1.1. You shall not display any non-NaturesPure Products and Sales Aids with, or in the same location as NaturesPure Products or Sales Aids;

2.3.1.2. You shall not offer any non-NaturesPure program, opportunity, product, or service in conjunction with the NaturesPure opportunity or Products to prospective or existing Customers or DIRECT SELLERS;

2.3.1.3. You shall not offer any non-NaturesPure opportunity, products, or services at any NaturesPure-related meeting, seminar or convention, or within two hours and a five-mile radius of the NaturesPure event. If the NaturesPure meeting is held by ZOOM over by internet or Whatsapp or telephonically, any non-NaturesPure meeting must be at least two hours before or after the NaturesPure meeting, and on a different conference telephone number or internet web address from the NaturesPure meeting

2.3.2. Nonsolicitation after Termination. For a period of twelve (12) calendar months following termination of the Agreement, with the exception of those DIRECT SELLERS you personally Sponsored, you may not recruit any DIRECT SELLER or Customer for another Network Marketing business. You and we recognize that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, you and we agree that this non-

solicitation provision shall apply to all markets in which NaturesPure conducts business. This subsection shall survive termination of the Agreement.

2.3.3. Not Applicable to Trade Secrets. Notwithstanding any other provision of this Agreement, you shall never use our trade secrets and confidential information, as further described herein, to solicit, recruit, or attempt to solicit or recruit, whether directly or indirectly, other NaturesPure DIRECT SELLERs or Customers to any other Network Marketing business.

2.3.4. Sale of Competing Goods or Services. While a DIRECT SELLER, you shall not sell, or attempt to sell, any programs, products, or services to NaturesPure Customers or DIRECT SELLERs that compete with our Products. Any program, product, service, or Network Marketing opportunity in the same generic categories as our Product is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

2.3.5. Targeting Other Direct Sellers. You agree to refrain from systematically targeting members of another Network Marketing business to be a DIRECT SELLER. If any lawsuit, arbitration, or mediation is brought against you alleging that you engaged in such prohibited activity, you shall indemnify NATURESPURE against all claims, actions, suits, and demands arising from or related to the systematic targeting.

2.3.6. Disparagement

2.3.6.1. You shall not demean, discredit, defame, or make misleading comparisons with other companies, competitors of NaturesPure, DIRECT SELLER organizations or systems, or DIRECT SELLERs in an attempt to promote Products, or to entice another DIRECT SELLER to become part of your marketing organization, or to enroll in NaturesPure.

2.3.6.2. You shall not use financial enticements or other incentives to persuade a DIRECT SELLER to change his or her line of sponsorship or business building system.

2.3.7. Line Switching, Cross Sponsoring, and Enticement. You and we agree that maintaining the integrity of the line of sponsorship in a DIRECT SELLER ship organization is fundamental to network marketing. Accordingly, you agree to not engage in Line Switching, Cross-Sponsoring, and Enticement. "Line Switching" means applying for and becoming a DIRECT SELLER (a) when already a DIRECT SELLER, (b) when holding a Beneficial Interest in another DIRECT SELLER ship; and/or (c) when less than six (6) months have passed since having been a DIRECT SELLER or having held a Beneficial Interest in another DIRECT SELLER ship. "Cross Sponsoring" means the enrollment of another DIRECT SELLER (including a DIRECT SELLER whose Agreement was terminated within the preceding six months or has Sponsored or purchased Product in the preceding six months) to a different line of sponsorship. "Enticement" means soliciting, encouraging, offering benefits, or in any way aiding another DIRECT SELLER to Line Switch and/or Cross-Sponsor.

2.3.7.1. You shall not use a spouse's or relative's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to circumvent this policy.

2.3.7.2. Because Line Switching, Cross- Sponsoring, and Enticement can be so detrimental to us and to the DIRECT SELLERs involved, you have an affirmative

obligation to notify us as soon as is reasonably possible if you know of or have reasonable grounds to suspect another DIRECT SELLER has breached these covenants.

2.3.7.3. Should you or another DIRECT SELLER breach these covenants, we may take any or all of the following actions:

2.3.7.3.1. Terminate the DIRECT SELLER ships in breach;

2.3.7.3.2. Terminate the DIRECT SELLER ships created as a result of Line Switching (the “Second in Time DIRECT SELLER ship”); and leave the DIRECT SELLER ships enrolled by the Second in- Time DIRECT SELLER ships in place and not change Sponsorship or Placement unless extenuating circumstances and fairness compel otherwise. However, we are under no obligation to do so and any move and the ultimate disposition of the organization remains within the sole discretion of NaturesPure.

2.3.7.4. You waive all claims and against us that arise from or relate to the disposition of such DIRECT SELLER ships.

2.3.8. Unethical Activity. You agree to be ethical and professional at all times when conducting you NaturesPure DIRECT SELLER ship. Accordingly, you agree that you will not, nor will you encourage or in any way condone DIRECT SELLERS in your Downline to participate in unethical activity. Examples of unethical activities include, but are not limited to the following, some of which are further described in these P&Ps:

2.3.8.1. Making unapproved claims about the Product;

2.3.8.2. Making unapproved income claims;

2.3.8.3. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of the Products;

2.3.8.4. Making disparaging comments;

2.3.8.5. Causing Product sales in Retail Establishments;

**2.3.8.6. Use of another DIRECT SELLER’s Credit card, PAN, Aadhar, and their Bank details without their knowledge to Sign them in or to purchase products in Naturespure;**

2.3.8.7. Unauthorized use of our Confidential Information;

2.3.8.8. Line Switching, Cross-Sponsoring, or Enticement;

2.3.8.9. Failure to comply with the sales and promotional activity requirements;

2.3.8.10. Engaging in unauthorized premarket activity;

2.3.8.11. Violating the rules for conducting business in an NFR market;

2.3.8.12. Personal conduct that discredits the Company and/or its DIRECT SELLERS;

2.3.8.13. Violating the laws of your jurisdiction that pertain to your DIRECT SELLER ship;

2.3.8.14. Breaching the Code of Ethics;

2.3.8.15. Breaching the Agreement.

2.4. Activity Reports. We desire to protect you, other DIRECT SELLERS, and the Company from unfair and inappropriate competition. We provide you access and viewing of your Personally enrolled active Direct Sellers through your Virtual Office. The Personally enrolled active Direct Sellers and any other DIRECT SELLER list, including but not limited to all DIRECT SELLERS; organization lists; names; addresses; email addresses; and telephone numbers contained in the NaturesPure database, in any form, including, but

not limited to, hard copies, electronic or digital media (collectively the “Activity Reports”) are our confidential and proprietary property. We have derived, compiled, configured, and currently maintain the Activity Reports through the expenditure of considerable time, effort, and monetary resources. Activity Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of the Company, which you shall hold confidential. You and we agree that—but for this agreement of confidentiality and nondisclosure—we would not provide Activity Reports to you. Your right to disclose the Activity Reports and information contained therein and other DIRECT SELLER information maintained by us is expressly reserved by us and may be denied at our discretion.

2.4.1. Purpose. Activity Reports are made available to you for the sole purpose of assisting you in working with your downline organization in the development of your NaturesPure business. You may use your Activity Reports to assist, motivate, and train your downline organization.

2.4.2. Limited use. Your access to your Activity Reports is password protected. Activity Reports are provided to you in strictest confidence. Such Activity Reports shall not be disclosed by you to any third party or used for purposes other than in the performance of your obligations under the Agreement and for our benefit without our prior written consent. Any unauthorized use or disclosure of Activity Report constitutes misuse, misappropriation, and a violation of the DIRECT SELLER Agreement and may cause irreparable harm to us.

2.4.3. No Improper Disclosure. You shall not, on your own behalf, or on behalf of any other person:

2.4.3.1. Directly or indirectly disclose any information contained in any Activity Report to any third party;

2.4.3.2. Directly or indirectly disclose the password or other access code to your Activity Report;

2.4.3.3. Use the information to compete with us or for any purpose other than promoting your NaturesPure business;

2.4.3.4. Recruit or solicit any DIRECT SELLER listed on any Activity Report or in any manner attempt to influence or induce any DIRECT SELLER to alter his or her business relationship with the Company.

2.4.4. Return. Upon our demand and always upon termination of the Agreement, you shall return to us the original, and all copies of any Activity Reports and any confidential or trade secret information taken there from (whether paper or electronic) that is in your possession or subject to your control.

2.4.5. Breach. In the event you breach any of the covenants of this subsection on Activity Reports, we may terminate your DIRECT SELLER ship and we may seek injunctive relief to prevent irreparable harm to us or any of our DIRECT SELLERS. We may also pursue all appropriate remedies under applicable law to protect our rights to Activity Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

2.4.6. No Warranty of Information. All information provided by us, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various

factors— including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card; and electronic check charge backs— the information is not guaranteed by us or any persons creating or transmitting the information. To the extent allowed by law, ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BONUSES, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF WE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

2.5. Identification. Upon enrolling, or at our discretion, you shall, if permitted by law, provide us your government- issued ID number and/or a copy thereof. Upon enrollment, we will provide you a unique DIRECT SELLER identification number. We will use this number to track all your business with us. You will also be provided with an “ID Card” for your NaturesPure Independent DIRECT SELLER ship, which you need to carry for any training, gathering, function’s etc. Entry could be restricted without the “ID Card”.

2.6. Product Packaging and Liability. Under no circumstances shall you re-label, or in any way alter or repackage the Products. Products are to be sold in their original packaging only.

2.7. Insurance. NaturesPure does not extend coverage under any of its policies to DIRECT SELLERS. If you use your personal property (e.g., car or computer) or your home for business use, such property may not be covered for loss or damage and you release us from any claims arising from or related to the operation of your DIRECT SELLER ship.

2.8. Reporting Policy Violations. To assist us in maintaining a level playing field for all DIRECT SELLERS and to maintain the integrity and longevity of the Company, you agree to report violations of the Policies and Procedures immediately to our Compliance department, complete with all supporting evidence and pertinent information. Our Compliance department can at times more effectively enforce the Policies and Procedures when disclosing the source of the allegations; however, the Compliance department will honor all requests for confidentiality.



2.9. Corporate Tours. You may visit NaturesPure's corporate owned facilities only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you are immediately required to sign in at the front desk, and must be accompanied at all times by a NaturesPure employee.

2.10. Correct Information. We may periodically request that you update your account information, which you agree to do in a reasonable amount of time.

2.11. Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement. We may take photos, audio or video recordings, or written or verbal statements of you at Company events or may request the same Directly from you. You agree to and hereby grant us the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts you may have with any other entity, you agree that any use by us as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. You agree to defend and indemnify us against any claims by any other party arising out of our use of the rights granted herein. You confirm that the information you may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of your. You waive any right you may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

### SECTION 3. SPONSORSHIP

#### 3.1 Sponsoring DIRECT SELLER Responsibilities

3.1.1 Disclosure. You must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to potential applicants you are Sponsoring before the applicant signs a DIRECT SELLER Agreement. Copies of the Policies and Procedures, the Income Disclosure Statement, and the Compensation Plan can be downloaded from your Virtual Office website.

3.1.2 Assistance. You may assist an applicant in the online enrollment process; however, the applicant must agree to the terms and conditions of the Agreement by clicking to submit the application.

3.2 Sponsor/Placement Change. We highly discourage Sponsor or Placement changes. However, we recognize such changes are occasionally beneficial. Accordingly, we permit the following exceptions:

**3.2.1 CHANGE OF SPONSOR.** Change of Sponsor is not permitted in NaturesPure and if you want to join under another Sponsor, you need to resign and wait for six months period as in Section 3.3.

**3.2.2 CHANGE OF PLACEMENT.** As a Sponsor, you may request to change the Placement of a DIRECT SELLER you recently Sponsored by submitting to our Compliance department a Change of Placement form within seven (7) calendar days of

enrollment to [support@naturespurehealth.in](mailto:support@naturespurehealth.in) The recently enrolled DIRECT SELLER's Placement may be moved only inside your organization of the Same Pay Leg and will be Placed in the first available open bottom position on the date that the change is made. We will not change the Placement if your DIRECT SELLER or any of their Downlines has made purchases or sponsored someone or earned Bonuses or achieved rank.

**3.2.3 Occasionally, one or more individuals may contact the same prospect, resulting in a dispute of the sponsoring rights. A new DIRECT SELLER has the right to choose their sponsor. The Company will not mediate such disputes and will recognize as sponsor the person whose name appears as sponsor online while registration by the new DIRECT SELLER**

**3.2.4** We reserve the discretion to approve or deny a request for a change of Sponsor or Placement, which approval may not be unreasonably withheld.

**3.3 Re-application.** If you are not in breach of the Agreement, you may change your Sponsor by voluntarily terminating your Agreement or remaining inactive (i.e., no purchases of NaturesPure Products, no sales of NaturesPure Products, no Sponsoring, no attendance at any NaturesPure functions, no participation in any other form of DIRECT SELLER activity, nor operation of any other NaturesPure business) for six (6) full consecutive calendar months. Following the six (6) month period of inactivity or termination, you may reapply under a new Sponsor. If your Agreement was terminated by us for breach, you must wait eighteen (18) months to reapply.

#### **SECTION 4. PROMOTING THE PRODUCTS AND OPPORTUNITY**

Because many aspects of the NaturesPure opportunity and the Products are regulated, compliance with all laws of land is important for the longevity of your business and ours. We make every effort to comply with relevant laws and expect the same from you. This section describes Product and opportunity claims that you may make, and the limitations. It also explains the types and methods of advertising you may use in building your NaturesPure business.

##### **4.1 Claims, Sales and Promotional Activity.**

###### **4.1.1 Product Claims.**

You shall not make claims about the Product that are not in the Official NaturesPure Materials.

###### **4.1.2 Opportunity Claims. See Addendum A.**

**4.2 Limitations on Offering.** You shall not offer the NaturesPure opportunity through, or in combination with any other compensation plan or placement program, other than as specifically set forth in Official NaturesPure Materials Further, you shall not require or encourage other current or prospective DIRECT SELLERS to participate in NaturesPure in any manner that varies from the program as set forth in Official NaturesPure Materials. Regardless of your rank, you shall not require or encourage other current or prospective DIRECT SELLERS to execute any agreement, contract, or membership, other than those offered by the Company, in order to become a NaturesPure DIRECT SELLER. Similarly, you shall not require or encourage other current or prospective DIRECT SELLERS to make any purchase from, or payment to, any individual or other entity to participate in the

NaturesPure Compensation Plan other than those purchases or payments identified as recommended or required in the Official NaturesPure Materials.

4.3 Tools. As a DIRECT SELLER, you may use Sales Tools promoted by NaturesPure if it bears NaturesPure's approval seal or is otherwise authorized by us. Approved tool must:

4.3.1 Utilize only materials that have been approved by us;

4.3.2 Refrain from making the purchase of such Sales Tools a requirement of his or her downline;

4.3.3 Provide Sales Tools at a reasonable and fair price, equivalent to similar material available generally in the marketplace; and

4.3.4 Offer a written return policy on his or her Sales Tools that is consistent with the Company's return policy for its Sales Tools, as set forth in Addendum B.

4.3.5 Approval Process. If you qualify to produce Sales Tools, you must submit each Sales Tool to the Compliance department in English and the language of the Market in which you intend to distribute the Sales Tools. Once approved, you must apply the official NaturesPure Sales Tool seal of approval, if required by us, to each approved Sales Tool and to any advertisement for the sale of the Sales Tool. You must submit every modification to an approved Sales Tool for approval of the modification prior to distributing it. We may charge a fee for reviewing the Sales Tools. We reserve the right to rescind approval for any Sales Tool that is noncompliant or potentially detrimental to the business of NaturesPure and you agree to waive all claims for damages arising from or relating to such rescission.

4.3.6 Limitations on Subject Matter. You may not produce for sale or distribution any recorded Company events and speeches without our written permission. You also may also not reproduce for sale or for personal use any recording of Company-produced audio or video presentations.

4.3.6.1 Copyrighted Materials. All of our literature, audiotapes, videotapes, Internet website material, and programs are copyrighted by us and may be duplicated only by obtaining our prior written consent.

4.3.6.2 Proprietary Names. You may not use our employee names or our trademarks, names, logos, trade dress or trade names, or any distinctive phrases used by us to promote your business prior to receiving our written permission. As we change or abandon any of our trademarks or trade names, you agree to also change or abandon such trade name or mark. To protect our proprietary rights, you may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to our names, trademarks, logos, or trade names and those of our Products.

4.4 Internet Advertising.

4.4.1 DIRECT SELLER Websites. If you desire to utilize an Internet webpage to promote your NaturesPure business, you may do so through NaturesPure's official website, or if available, through NaturesPure-approved replicating websites. You may use your own website to promote NaturesPure only if permitted in Addendum A, section A.10. However, the website must conform to all advertising guidelines herein. The content must be approved in writing by our Compliance department prior to going live. All changes must also be approved in advance.

4.4.2 Blogs, Chat Rooms, Social Networks, Online Auctions, and other Online Forums. Except as otherwise indicated herein, you agree to not use any other website, including but not limited to, online blogs, chat rooms, social networks, online auction sites, video websites, or any other online forum to market, sell, advertise, promote, or discuss NaturesPure's Products or services, or the NaturesPure opportunity. You agree that this provision is material to the Agreement and if you breach it by advertising our Products through an online auction, you agree that we may terminate the Agreement without notice. Notwithstanding the foregoing,

4.4.2.1 A Direct Seller may have a blog, approved by us, to promote the Product and opportunity with content limited to DIRECT SELLER's personal postings;

4.4.2.2 A Direct Seller may post videos on video websites such as YouTube® so long as he or she has passed our Compliance certification course, the video includes a clear image of the DIRECT SELLER ID number on the video, and the video is approved in advance by our Compliance department.

4.4.2.3

4.4.3 Names and Email Addresses. You may not use or attempt to register or sell any of NaturesPure's trade names, trademarks, service names, service marks, Product names, or any derivative thereof, for any internet domain name or email address.

4.5 Other Sales Media. NaturesPure Products may not be sold or promoted through catalogs or other mass sales mediums, such as magazines, infomercials, television, radio, or other related sales media, unless approved by us.

4.6 Retail Establishments. You may not sell or promote Products through retail establishments. A retail establishment is any fixed location where the primary business is to sell products to the public. You may, however, sell Products and Sales Tools through service establishments. These service establishments must require a membership and/or appointment, and the services performed must be health and wellness related. Advertising in a service establishment is limited to Official NaturesPure Materials, which may be displayed only in the private membership and/or appointment area of the establishment. They may not be displayed in waiting rooms and similar, public areas, etc. No Sales Tools may be visible from the outside of the establishment. NaturesPure PICK UP Centers (NPC) are authorized Service establishments operated by selected DIRECT SELLERS in India and these NPC's will sell NaturesPure products by means of Direct marketing and to the existing NaturesPure DIRECT SELLERS.

4.7 Trade Shows, Expositions, and Other Sales Forums. NaturesPure provides a Trade Show Request Form in the DIRECT SELLER's Virtual Office, or upon request through DIRECT SELLER Support. DIRECT SELLERS may display and/or sell ONLY NaturesPure Products at trade shows and professional expositions, with prior written approval from Compliance. Requests are approved on a first-submitted, first-served basis, and a maximum of one representation per event is allowed. Only one event per DIRECT SELLER at a time is permitted. At the completion of each event, an additional request may be made. NaturesPure further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of the Products or opportunity. Approval will not be given for swap meets, garage sales,

flea markets, or farmer's markets as these events are not conducive to the professional image NaturesPure wishes to portray.

4.8 Generic Business Advertisements. If you advertise in a newspaper or other advertising mediums, the following rules apply:

4.8.1 No advertisement may imply that a job, position, salary, or any type of employment is allowed.

4.8.2 No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The NaturesPure opportunity is not employment, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.

4.8.3 No specific income can be promised or implied, and any references to compensation must use the word "Bonuses" to indicate the independent contractor status of DIRECT SELLERS.

4.8.4 Advertisements may not contain references to NaturesPure or our Products (i.e., no product or açai mention, no use of NaturesPure logo or bottle design, no health claims).

4.8.5 You may not use any of NaturesPure's trademarks or trade names in any advertising.

4.9 Email and Fax Communication. NaturesPure does not permit DIRECT SELLERS to send unsolicited emails unless such emails strictly comply with applicable laws. Please see the Addendum for country-specific rules.

4.9.1 Requirements. Any email sent by you that promotes NaturesPure, the NaturesPure opportunity, or the Products, must comply with the following:

4.9.1.1 There must be a functioning return email address to the sender.

4.9.1.2 There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).

4.9.1.3 The email must include your physical mailing address.

4.9.1.4 The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.

4.9.1.5 The use of deceptive subject lines and/or false header information is prohibited.

4.9.1.6 All opt-out requests, whether received by email or regular mail, must be honored within two (2) business days.

4.9.2 Consent to Receive Emails. We may periodically send commercial emails on behalf of DIRECT SELLERS. By entering into the Agreement, you agree that we may send such emails and that the DIRECT SELLER's physical and email addresses will be included in such emails as outlined above. You shall honor opt-out requests generated as a result of such emails sent by the Company.

4.9.3 No Unsolicited Fax and Phone Advertising. Except as provided in this section, you may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of your NaturesPure business.

4.10 Phone Use. You may not answer the telephone by saying “NaturesPure,” “NaturesPure India,” or by any other manner that would lead the caller to believe that he or she had reached NaturesPure’s corporate offices. You may only represent that you are a NaturesPure DIRECT SELLER.

4.11 Correspondence. A DIRECT SELLER may only represent that he or she is a NaturesPure DIRECT SELLER. All correspondence and approved business cards relating to or in connection with a DIRECT SELLER’s NaturesPure business shall contain the DIRECT SELLER’s name followed by the term “Independent DIRECT SELLER.”

4.12 Media and Media Inquiries. You must not initiate any interaction with the media or attempt to respond to media inquiries regarding NaturesPure, its Products or services, or your independent NaturesPure business. All inquiries by any type of media must be immediately referred to NaturesPure’s Compliance department at [support@naturespurehealthproducts.in](mailto:support@naturespurehealthproducts.in). Additionally, you may not draft, publish, post on the internet, or otherwise dispense verbal or written NaturesPure-related press releases or statements to the media. This policy is designed to ensure that accurate and consistent information is provided to the public and to maintain the desired public image.

4.13 International Marketing. We own the worldwide distribution rights to the NaturesPure Products and opportunity. We may choose to open certain countries from time to time and will grant you limited rights to Sponsor in those countries. You shall not Sponsor outside of our Opened Countries. Also, you shall not distribute Products in any country other than your home country of enrollment. Additionally, because of important business, legal, and tax considerations, you shall not resell Products to Customers and DIRECT SELLERS outside of your home country of enrollment. Also, to preserve our rights, you may never secure or attempt to secure approval for our Products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company. Your breach of any of these provisions shall require you to indemnify us against any claims, demands, actions, judgments, fines, and penalties.

## SECTION 5. RETAIL SALES AND ORDERING

5.1 Selling to End Consumers. The NaturesPure opportunity is built on selling Products to end consumers. Your primary opportunity as a DIRECT SELLER is to develop and maintain Customers. We also allow you to purchase Product that you may use as a sales tool and that you and your family may consume. You agree to not purchase more Product than what you can resell to your customers in a reasonable period of time.

5.2 Participation in the Compensation Plan. You must fulfill the following sales requirements to be eligible for participating in the Compensation Plan.

5.2.1 Each order you place must comply with the 70% rule as set forth in Section 6.1.

5.2.2 You must sell Products to at least five Customers each month.

5.2.3 Your DIRECT SELLER ship must be in good standing with us.

5.2.4 Sales Receipts. When making a sale to a Customer, you must provide him or her with an official sales receipt at or prior to the time of the initial sale and every sale thereafter. These receipts may set forth any consumer rights afforded by law for retail

sales. You must also verbally inform the Customer of his or her cancellation rights, if any, as set forth on the official sales receipt.

5.2.4.1 When making the sale, you must complete the information required on the sales receipt, including the items ordered, the transaction amount, and the Customer's name, address, and telephone number. You must keep a copy of the sales receipt for your records.

**5.2.4.2 You must keep copies of all Retail Sales Receipts on file for at least four years. You are required to pay any applicable GST etc., if required by law.**

**5.2.5 Customer Satisfaction Guarantee. As a DIRECT SELLER of NaturesPure Products, you shall offer to each Customer a 100%, 30-day money-back guarantee as COOLING OFF PERIOD for all Product sales. You are required to honor the terms of the Customer satisfaction guarantee and the cancellation and refund policies stated on the Retail Customer Receipt, which is set forth in Addendum B.**

## SECTION 6. ORDERING

**6.1 The 70% Rule. You shall personally RETAIL, CONSUME or SAMPLE IN BUSINESS BUILDING at least 70% of the Product from every order placed with the Company prior to placing another order. You agree to validate to such uses if required by the Company or by any regulatory agency. No Bonuses may be paid to any DIRECT SELLER unless it is based on the sale of NaturesPure Products to end users.**

6.2 Buying Rank Prohibited. Purchasing Product for the purpose of earning Bonuses or achieving rank is prohibited. We retain the right to limit the amount of purchases you may make if we reasonably believe those purchases are being made solely for rank and other qualification purposes instead of for resale or business building. We may revoke a rank advancement if it was earned in violation of this policy.

6.3 Restricted Ordering Practices. You shall not order Product through any DIRECT SELLER ship other than one in which you have a Beneficial Interest unless you have prior written permission to do so from the DIRECT SELLER; this written permission must be on file with us. If you violate the provisions of this section, we may restrict or deduct the Volume and Bonuses paid to you and to all DIRECT SELLERS who earned such Bonuses. The deduction of Volume and Bonuses will occur in the month in which the related sales occur, and shall continue every commission period thereafter until all Volume and Bonuses are recovered from you and the DIRECT SELLERS who received compensation from such sales.

6.4 Return of Product and Sales Aids. See Addendum B.

6.5 Product Abandonment. An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, we reserve the right to determine the final outcome of the order and you release us from any further obligation or liability.

6.6 Pickup Center Orders. We do not permit any individual or DIRECT SELLER to pick up another DIRECT SELLER's will-call order without properly substantiated picture ID.

6.7 Returned Checks. All cheques returned by your bank for insufficient funds will be re-submitted for payment. Where lawful, a Rs1,000 returned check fee will be charged to

your account. After receiving a returned check from you or your Customer, all future orders must be paid by credit card, UPI, or cashier's cheque only. Any outstanding balance owed us by you for Non-Sufficient Fund checks and returned check fees will be withheld your account, though our failure to withhold does not relieve you of your obligation to pay. The fee is due upon placement of the debt on your account with us.

6.8 Restrictions on Third Party Use of Credit Cards and Checking Account Access. You may not facilitate any NaturesPure purchase using a credit card or payment method other than your own unless we have on file an official NaturesPure Authorization Letter prior to the transaction.

6.9 Sales/Transaction Taxes. See Addendum A.

6.10 Autoship. Autoship is our automatic ordering program. While enrollment is optional, Autoship ensures that you have (1) an adequate inventory with which you can service your Retail Customers, (2) adequate Product for demonstrations and sampling purposes; and (3) if desired, adequate inventory for personal use. The Autoship program eliminates the inconvenience of placing monthly orders manually.

6.10.1 Cycle. Autoship orders run on a Calendar Month. Your order will not be processed on the same day every month unless it is holiday, but rather on a next working day. A calendar is provided in every DIRECT SELLER's Virtual Office so you can track when your next Autoship is scheduled to run. The date of your Autoship shipment can be changed in the Virtual Office or by calling NaturesPure DIRECT SELLER Support.

6.10.2 Autoship Status. You may modify, deactivate, or reactivate your Autoship profile at any time. However, any modification or cancellation must be submitted at least three business days prior to the next Autoship shipment date. Requests made after that may not be effective until the following shipment date.

## SECTION 7. BONUSES

7.1 Bonus Qualifications. As a DIRECT SELLER, you are entitled to receive Bonuses from us pursuant to the currently published Compensation Plan if you are in good standing and in compliance with the terms of the Agreement.

**7.2 No Earning Guarantee. You are neither guaranteed a specific Income nor assured any level of profit or Success. YOUR PROFIT AND SUCCESS CAN COME ONLY THROUGH THE SUCCESSFUL RETAIL SALE, use, and consumption of our Products and by training to do the retail sales, use, and consumption of our Products by other DIRECT SELLERS in your downline. Successful retail sales of NaturesPure products and Compensation result from factors within your control (i.e., hard work, dedication, diligence, creativity, business experience, perseverance, etc.) and factors outside of your control (i.e., market conditions, demand, etc.).**

7.3 Payment. We will pay your Bonuses within two weeks following the close of a commission period. For business accounts, we will pay to the business listed on the account; otherwise, we will pay to the primary account holder. Without prejudice to our right of termination, we may suspend or revoke payment if you are in breach of any term or condition of the Agreement. We may also debit your account if you owe us money. The DIRECT SELLER will be liable for the payment of service tax and the commission paid will be inclusive of the service taxes as application by the law.



7.4 Bonus Buying Prohibited. Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (1) the enrollment of individuals or entities without the knowledge of and/or execution of a DIRECT SELLER Application by such individuals or entities; (2) the fraudulent enrollment of an individual or entity as a DIRECT SELLER or Customer; (3) the enrollment or attempted enrollment of non-existent individuals or entities as DIRECT SELLERS or Customers ("phantoms"); (4) purchasing Products on behalf of another DIRECT SELLER or Customer, unless authorized herein, or through another DIRECT SELLER's or Customer's ID number, to qualify for Bonuses; (5) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (6) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or Bonuses that is not driven by bona fide Product purchases by end user consumers.

7.5 Adjustments to Bonuses. When a Product is returned to us for a refund, the Bonuses attributable to the returned Product(s) will be deducted from the commission period in which the refund is given, and continuing every pay period thereafter until the Bonus is recovered from the DIRECT SELLERS who received Bonuses on the sales of the refunded Products.

7.6 Errors or Questions. If you have questions about or believe any errors have been made regarding Bonuses, Personally Enrolled Active Direct Sellers, or charges, you must notify us in writing within 60 days of the date of the purported error or incident in question. We will not be responsible for any errors, omissions, or problems not reported to the Company within 60 days.

7.7 Processing and Other Fees. We may deduct from your Compensation Plan earnings or charge you a reasonable processing fee for computer processing and other customer services. If you request special services, we may charge an hourly fee with a one hour minimum or a flat fee. We will quote you the fee prior to initiating the services.

## SECTION 8. BREACH OF CONTRACT AND REMEDIES

8.1 Breach. In the event of a breach or failure to perform as required under the plain language of the Agreement, the other party shall give written notice of such breach to the party claimed to be in breach. In the event that a breach is not cured within a reasonable time from receipt of written notice of any such breach, the breach shall be considered material and a default of the Agreement. In the event a default is not cured, in addition to other remedies available at law, the non-defaulting party shall be entitled to terminate the Agreement by delivering notice of termination to the other party. Unless otherwise specified in the notice of termination, the Agreement shall terminate immediately upon receipt of such notice of termination.

8.2 Internet Auctions. The parties agree that certain breaches are so egregious, or that potential damages for breach are irreparable, that notice and a cure period is an inadequate remedy. Accordingly, the parties agree that notice and cure are waived for selling Products on an Internet auction site.

8.3 Material Breach. The following covenants of this Agreement are deemed to be material:

8.3.1 Section 2.1—The Code of Ethics.

8.3.2 Section 2.3.8—Unethical Activity.

8.4 Remedies for Breach. Our remedies for breach shall include, but not be limited to, recovery of any and all monies paid pursuant to this Agreement and termination of the DIRECT SELLER ship. Your remedies include specific performance and money damages. Nothing herein shall prevent you or us from seeking all other available remedies.

8.5 Grievances and Complaints. When you have a grievance or complaint with another DIRECT SELLER regarding any practice or conduct in relationship to his or her DIRECT SELLER ship, you should try to resolve it with the other DIRECT SELLER. If the matter involves interpretation or violation of the Agreement by that DIRECT SELLER, you must report it in writing to NaturesPure's Compliance department, via email or certified mail, who will review the facts and attempt to resolve the matter.

8.6 Mediation. If either party disputes a matter, prior to instituting arbitration, you and we agree to meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. An individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Tiruvalla India, and shall last no more than two (2) business days.

8.7 Arbitration. If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration.

8.7.1 Governing Law and Arbitration. The contract shall be governed by Arbitration and Conciliation Act 1996 of India.

8.7.2 Mandatory Arbitration. Any controversy or claim arising between Company and the DIRECT SELLER, including any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business arising between DIRECT SELLERS, shall be resolved by mandatory, binding arbitration. The arbitration proceedings shall take place at Tiruvalla, India and in accordance with the Arbitration and Conciliation Act 1996 of India, and to be conducted in the English language. DIRECT SELLER hereby submits to the arbitral jurisdiction set forth herein, and, with respect to any matters not determined by or subject to arbitration, to the personal jurisdiction of the courts within Tiruvalla, Kerala, India. The arbitration shall be initiated by service of written demand for arbitration on the responding party. DIRECT SELLER hereby consents to service of such demand by registered post to the address for such DIRECT SELLER on file with the Company and waives all rights and defenses as to insufficiency of service of process as may be applicable under the Arbitration and Conciliation Act 1996 of India.

8.7.3 Arbitrator. There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within 30 days following receipt of the written demand for arbitration. If the parties do not reach agreement on a single arbitrator within such period, the parties shall obtain a judicial appointment of an arbitrator pursuant to Section 11 of the Arbitration and Conciliation Act 1996.

8.7.4 Award. The arbitration award shall be a reasoned award, given in writing, and shall be final and binding on the parties hereto and not subject to any appeal, except as specifically provided in the appeal provision below. Judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Execution upon any such judgment shall be governed by the laws in India, and the parties hereto agree unconditionally to recognize an arbitration award rendered in connection with this Agreement as binding and compulsory and subject to execution pursuant to any applicable laws.

8.7.5 Costs. The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees, provided however, that the prevailing party in any appeal to the Appeal Panel shall be entitled to recover its share of the costs of such appeal from the non-prevailing party. The parties shall each bear their own attorneys fees in connection with the arbitration and any appeal, irrespective of which party prevails and any demand or request made for such fees.

8.8 Other Remedies. Nothing in these Policies and Procedures shall prevent us from applying to and obtaining from any court having jurisdiction an order of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect our interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

## SECTION 9. DEFINITIONS

9.1 AUTOSHIP. A program in which we automatically ship Products to you.

9.2 BONUSES. Monies earned by you, as determined by the Personal Volume of Products retailed or purchased by you and the Group Volume of your Downline, as set forth in the Compensation Plan.

9.3 COMPENSATION PLAN. The method by which you generate Bonuses and are compensated for retail sales and sales Volume within your downline. The Compensation Plan is described in the Company's literature.

9.4 CUSTOMER. End Consumers of the Product.

9.5 DIRECT SELLER. An independent contractor whose DIRECT SELLER Application has been accepted by us.

9.6 DIRECT SELLERSHIP. The collective rights arising from the Agreement granted to you to purchase, sell, distribute, and promote the Products and NaturesPure business opportunity.

9.7 GROUP REWARD VOLUME (GRV). The point value of Products retailed by all the downline in your Genealogy Tree.

9.8 OFFICIAL NATURESPURE MATERIAL. Literature, audio or video tapes, and other materials developed, printed, published, and distributed by NaturesPure to DIRECT SELLERS.

9.9 OPENED COUNTRY. A country that we have officially opened for business using an OTG or NFR model.

9.10 PEAR VOLUME. The product volume retailed in your downline organization of DIRECT SELLERS whom you have personally Sponsored either directly under you or in any level.

9.11 REWARD VOLUME (RV). The point value of Products you sell to your customers who use your DIRECT SELLER ID number or of Products we sell to you.

9.14 PLACEMENT. Your position inside your Sponsor's Placement Tree.

9.15 PLACEMENT TREE. The structure of your downline sales organization.

9.16 PRODUCTS. Any commodity sold by us that has Volume assigned to it.

9.17 RESALABLE. Products shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused, (2) original packaging and labeling has not been altered or damaged, (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and (4) the Product contains current NaturesPure labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

9.18 SALES TOOLS. Any audio or visual device used to promote the NaturesPure Products and/or opportunity. It may be printed; electronic; a logo used on clothing, decals, or in any other form.

9.19 SPONSOR. A DIRECT SELLER who introduces an applicant to the Company and is listed as the Sponsor on the DIRECT SELLER Application.

9.20 VOLUME. The Reward point value assigned to Products sold for purposes of calculating Bonuses under the Compensation Plan.

SECTION 10. FORCE MAJEURE. The Company will not be responsible for delays or failures in its performance of its obligations when performance is made impracticable due to circumstance beyond its reasonable control, such as war, strikes, riots, fire, earthquake and other natural disasters, curtailment of a party's source of supply, or government decrees or orders

#### ADDENDUM A—INDIA

A.1 ADVERTISED PRICE. You may not advertise or sell any NaturesPure Products at a price LESS than the highest company published, Maximum Retail Price (MRP) of the NaturesPure Products. No special enticement advertising is allowed. This includes but is not limited to offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.

#### A.2 SALES PROMOTION AND SPONSOR TRAINING.

Regardless of your level of achievement, you have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing existing Customers. You are also responsible to motivate and train your new downline in Product knowledge, effective sales techniques, the Compensation Plan, and compliance with these Policies and Procedures.

Additionally, you must provide bona fide assistance and training to DIRECT SELLERS you Sponsor to ensure that your downline DIRECT SELLERS are properly operating their NaturesPure businesses.

#### A.3 OPPORTUNITY CLAIMS.

a. Business Opportunity Specific Claims. Use the term “business opportunity.” or “home-based opportunity.” and DO NOT USE the terms “income opportunity,” “financial opportunity,” When discussing the NaturesPure opportunity, you must mention that the purchase of tools is optional. The word “free” should never be used to describe NaturesPure products—regardless of how they’re obtained.

b. Autoship. Position Autoship as a great way to ensure you never run out of product to service your customers, to share with prospects, and to personally consume. Do not position the Autoship as a way to remain active or qualify for compensation. Example: “Neither a product order nor participation in the Auto- Ship program are required to become a DIRECT SELLER, activate, or remain active. Both are optional.” You MUST indicate that Autoship is optional for becoming a DIRECT SELLER AND for earning compensation.

c. Purchasing Requirements. Do not impose personal purchase requirements. Do not require a DIRECT SELLER to purchase a minimum amount of product. You may say that a DIRECT SELLER must generate a certain amount of personal volume to qualify for earnings under the compensation plan.

d. Income Claims. Any income presentations (in person or on paper) must include and avoid words like “millions” and instead use non-financial phrases like “Beyond imagination” or “Your wildest dreams.” Use terms like “income-creating” rather than “wealth-creating.” Do not use the term “passive income.”

e. Compensation Plan.

1) Any income presentations (in person or on paper) must include a line stating:

2) Do not use “purchased” when describing how RV is acquired. Use terms such as “Retailled.” Use wording like “Build teams that duplicate by helping your personally sponsored DIRECT SELLERS build their businesses, and you will earn the FAST START BONUS

3) Regarding Rank Advancements, either is acceptable: 1. To qualify for the following ranks one must be active with 200 PRV or more of personally retailled products during the Calendar month.

2. Be active with 100 PRV or more personally retailled products during the Calendar month.

4) Avoid the words “investment” or “invest.” It’s okay to talk about investing time or effort—but not money

#### A.4 TAXES.

a. All State and Central governments levy GST, and other fees on the sale of the Company's products. All GST concerning to the point of sale will be collected and paid by the Company to the Exchequer.

b) GST: DIRECT SELLER who has had prior business experience or who have attained a high level of Retail sales may require GST number for which they have to approach the necessary local authorities Any violation in not complying with the law and nonpayment of GST which may affect the reputation of NaturesPure will lead to termination of the DIRECT SELLER ship.

c) GST if applicable on the commissions and bonuses earned must be paid by you by registering with the relevant government authorities without fail.

-A.5 Governmental Approval or Endorsement. You shall not represent or imply that NaturesPure, its Products, or its Compensation Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official.

A.6 Breach of Contract—Additional Provisions.

a. Additional Actions for Breach. We may take the following actions against you and/or your DIRECT SELLER ship if you breach the agreement. 1) We may issue you a written warning or admonition; 2) We may require you to take immediate corrective measures; 3) We may impose a fine and may withhold it from your earnings; 4) We may suspend payment of all or part of your Compensation Plan earnings during the period that we investigate your conduct. If your Agreement is terminated by us, you will not be entitled to recover any Bonuses withheld during the investigation period; 5) We may suspend your right to operate your DIRECT SELLER ship for one or more pay periods; 6) We may involuntarily terminate your Agreement; 7) We may institute legal proceedings for monetary and/or equitable relief; 8) We may transfer or reassign some or all of your downline organization to another DIRECT SELLER's downline organization; 9) We may take any other measure expressly allowed within any provision of the Agreement or which we deem practicable to implement and appropriate to resolve damages caused partially or exclusively by your policy violation or contractual breach. b. DIRECT SELLER Conduct Review Committee (DCRC). The purpose of the DCRC is to review policy violations and determine disciplinary actions. The Compliance department solicits information from all involved parties and presents the same to the DCRC for final resolution and disciplinary action, up to and including termination of a DIRECT SELLER Agreement. Once the DCRC has made a decision, the decision will be communicated to the DIRECT SELLER in writing. c. DIRECT SELLER Conduct Appeals Committee (DCAC). If you wish to appeal a decision made by the DCRC, you must do so in writing within fifteen (15) business days of the date of notification of decision. A decision will only be reviewed by the Appeals Committee if new information or further supporting evidence has been provided. All cases will be reviewed on a monthly basis and notification will be provided accordingly. Please note that during the appeals process, all involved DIRECT SELLER accounts may be placed on a complete business hold, and all Bonuses generated will be held by us until the matter is resolved. Decisions mandated by the DIRECT SELLER Conduct Appeals Committee are final and binding, and will not be further reviewed by the Company.

A.7 Diamond Director Covenants Regarding Competition. This section applies to DIRECT SELLERS who have reached the rank of Diamond Director or higher and supersedes any inconsistent provisions of sections 2.3.1 and 2.3.2.

a. Definitions. For purposes of this section only, the terms listed below shall have the following meanings:

- 1) "Competitor" means any person or entity who now or in the future Directly or indirectly competes with NaturesPure, including any multi-level marketing company.
- 2) "DIRECT SELLER Lists" means all DIRECT SELLERS, organization lists, names, addresses, emails addresses, and telephone numbers contained in the NaturesPure database, in any form, including, but not limited to hard copies, electronic or digital media.
- 3) "Personally Sponsored" means those DIRECT SELLERS personally introduced, registered

and personally enrolled by DIRECT SELLER into DIRECT SELLER's personal enrollment tree and included in DIRECT SELLER Lists in the NaturesPure database.

b. **Covenant Not To Compete.** You are not restricted from engaging in the business of any Competitor except as set forth in subsections c and d herein. If during the term of this Agreement you engage in the business of a competitor as an independent DIRECT SELLER, principal, or investor, you will continue to be entitled to Team Commissions as defined in the then current Compensation Plan if you are otherwise entitled to them; however, you will forego and forfeit any Executive Check Match, participation in the NaturesPure Leadership Pool, incentive trips, vehicles, cash awards, bonus payments, or other incentive or Black Diamond awards.

c. **Non-Solicitation.** You covenant and agree that during the term of this Agreement and for a period of two years from its termination, you will not contact, solicit, or assist in the solicitation, Directly or indirectly, of any DIRECT SELLERS in India, except those DIRECT SELLERS that are your Personally Sponsored, for any Competitor of NaturesPure.

d. **Non-Disclosure.** You covenant and agree that you will not use or disclose, divulge, or communicate to any person or entity, for any purpose or reason whatsoever, the DIRECT SELLER Lists or other proprietary property of NaturesPure by any means, Directly or indirectly, through any manner whatsoever. The DIRECT SELLER Lists are confidential and are the proprietary property and trade secrets of NaturesPure. The DIRECT SELLER Lists are for your exclusive and limited use to facilitate the training, support, and servicing of your organization for furtherance of NaturesPure related business only. You agree to hold confidential and not disclose any DIRECT SELLER List or portion thereof in any manner to any third person or entity and to limit use of the DIRECT SELLER List to its intended scope of furthering the NaturesPure business. You agree to return to NaturesPure any DIRECT SELLER List or portion thereof or copies thereof in any medium. This provision shall survive the termination of this Agreement.

e. **Enforceability and Severability.** It is the desire and intent of the parties that the provisions of this section be enforced to the fullest extent permissible under the laws and public policies applied in the applicable jurisdiction. Accordingly, if any particular provision of this section shall be adjudicated to be invalid or unenforceable, it is the specific intent and agreement of the parties hereto that such provision shall be deemed amended to delete there from the portion thus adjudicated to be invalid or unenforceable. In addition, if the scope of any restriction or covenant contained in this section is too broad to permit enforcement thereof to its fullest extent, then it is the specific intent and agreement of the parties that such restriction or covenant shall be enforced to the maximum extent permitted by law, and I and NaturesPure hereby consent and agree that such scope shall be judicially modified accordingly in any proceeding brought to enforce such restriction. The terms, conditions, and obligations of this Section shall survive any termination of this Agreement.

## **ADDENDUM B**

### **RETURN POLICY AND CANCELLATION NOTICE**

**B.1 Return of Product upon Termination.** If you voluntarily terminate the Agreement, you may return Currently Marketable Products in your inventory for a refund. You may

only return Products that you personally purchased from us for resale (purchases from third parties are not subject to refund). "Currently Marketable" means that the Products are returned within THIRTY (30) DAYS of purchase and are in resalable condition; however, Products shall not be considered Currently Marketable if returned for repurchase after the Products' commercially reasonable usable or shelf life period has passed; nor shall Products be considered Currently Marketable if we clearly disclose to you prior to purchase that the Products are seasonal, discontinued, or special promotion Products and are not subject to the repurchase obligation. Upon receipt of Currently Marketable Products, we will reimburse you the full price of the product purchased LESS SHIPPING CHARGES PAID BY NATURESPURE, COMMISSIONS PAID TO THE DIRECT SELLER WHO WANTS TO RETURN THE PRODUCTS FROM THE DATE OF HIS/HER JOINING, BANK/CREDIT CARD CHARGES IF ANY ON PURCHASE, RESTOCKING & PROCESSING CHARGES OF TWENTY PERCENT (20%) AND GST PAID ON THAT PURCHASE.

B.2 No Refund for Sales Tools/Merchandize. We will not refund Sales Tools or Merchandize

B.3 Return of Product—No Termination. If you are not 100% satisfied with our Products, you may return them for a refund if neither you nor we have terminated the Agreement and the Products were purchased within FIFTEEN (15) days and are in resalable condition. We will reimburse you the full price of the products purchased LESS SHIPPING CHARGES PAID BY NATURESPURE, COMMISSIONS PAID TO THE DIRECT SELLER ON THAT PRODUCT PURCHASE, BANK/CREDIT CARD CHARGES IF ANY ON PURCHASE, RESTOCKING & PROCESSING CHARGES OF TWENTY PERCENT (20%) AND SALES TAXES PAID ON THAT PURCHASE. Any carry over which was applicable to that particular product purchase will be flushed out, if necessary, as per the Compensation Plan

B.4 Refused Products. If you order Products and then refuse delivery, your order is subject to the restocking fee and other procedures for returns herein, and we may charge you for the return shipping costs.

B.5 Refund Procedures. To receive a refund, you must comply with the following:

a. Obtain a Return Merchandise Authorization (RMA) number by mailing to the DIRECT SELLER Customer Services department. This RMA number must be written on each carton returned. RMA's are valid for 30 days from the date of issue.

b. Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement. All returns must be shipped to NaturesPure pre-paid. NaturesPure does not accept shipping-collect packages. The risk of loss in shipping for returned Product shall be borne by you. If returned Product is not received by the Company's Distribution Center, it is your responsibility to trace the shipment.

c. If you are sending Product that was returned to you by your Retail Customer, the Product must be received by us within fifteen (15) days from the date on which your Retail Customer returned the Product to you and it must be accompanied by a copy of the sales receipt you gave to the Customer at the time of the sale.

B.6 Refunds to Customers. If you resell Product Directly to your Customer, you must provide the Customer a full refund of all monies paid if the Customer returns the Product to you within FIFTEEN (15) days of the sales transaction. We will replace to you up to one-half of the used portion of the returned Product.



## 26 NATURESPURE DIRECT SELLER POLICIES & PROCEDURES

B.7 Cancellation Notice. You must give your Customer two copies of an official NaturesPure sales receipt (one to keep and one to send). The sales receipt should be dated and show your name and address. The sales receipt must be in the same language that is used in the sales presentation. The following cancellation notice appears on the sales receipt and must be given verbally by you when making a retail sale to a Customer. You must comply with its terms. CANCELLATION NOTICE TERMS AND CONDITIONS You, the Customer, may cancel this transaction at any time up to 30 calendar days after the transaction without any penalty or obligation. If you cancel, any payments made by you under the sale will be returned within 15 BUSINESS DAYS following receipt by the DIRECT SELLER of your Notice of Cancellation. If you cancel, you must make available to the DIRECT SELLER, at your residence, any goods delivered to you under this contract or sale in substantially the same condition as when received, or you may, if you wish, comply with the instructions of the DIRECT SELLER regarding how to return shipment of the goods at the DIRECT SELLER's expense and risk. If you do make the goods available to the DIRECT SELLER and the DIRECT SELLER does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the DIRECT SELLER, or if you agree to return the goods to the DIRECT SELLER and fail to do so, then you remain liable for the performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a letter to: [insert DIRECT SELLER's name] [insert address of DIRECT SELLER's place of business] NO LATER THAN 30 DAYS AFTER \_\_\_\_\_. (transaction date)

I hereby cancel this transaction.

---

Customer Signature

Date: