



**AGREEMENT
BETWEEN
MFADIRECT AND
DIRECT SELLERS**



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CIN No.-U24297DL2012PLC2333327

MFA DIRECT AGREEMENT WITH DIRECT SELLERS

INTRODUCTION

Itspossible Nutraceuticals Limited (popularly known as MFA Direct and henceforth referred to as “MFA”) is a direct selling company that markets its Products through independent Representatives and/or direct sellers. MFA by way of this agreement lays down Policies and Procedures to be strictly followed and complied with by the company, its representatives and the direct sellers associated with the company. It is imperative to understand the success of direct sellers and its associates’ success in the MFA business/compensation plan is commensurate only to the sale of products and services of MFA and no guarantees of incomes are either intended or provided by MFA.

The Agreement (as defined below) is made to clearly define the relationship between the direct seller and the company, between the direct seller and its consumers, and inter se amongst the direct sellers.

MFA or its subsidiaries is sometimes referred to as “the Company,” “we,” “us,” and “our,” and the direct seller/distributor signing this Agreement is sometimes referred to as “you” and “your.” These Policies and Procedures (sometimes hereinafter referred to as the “Policies” or the “PNPs”), as currently stated and 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 MFA Distributor Application, these Policies and Procedures and the attached addenda (which are incorporated herein by this reference), the information shared through our website www.mfadirect.com, and the MFA Compensation Plan. The addenda may be country-specific and the company may modify the terms herein from time to time. You have the responsibility to read, understand, and adhere to the most current version of these Policies and Procedures. When Sponsoring a new Distributor, 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 Distributor Application.

DEFINITIONS

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

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

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

COOLING OFF PERIOD: It is the duration of time in which a Distributor/ Independent Representative who has entered into an agreement with the Company for Distributorship, can cancel the said agreement and return products purchased without any penalty whatsoever.

CUSTOMER: End Consumers of the Product.

DISTRIBUTOR: An independent contractor whose Distributor Application has been accepted by us.

DISTRIBUTORSHIP: The collective rights arising from the Agreement granted to you to purchase, sell, distribute, and promote the Products and MFA business opportunity.

GROUP VOLUME (GV): The point value of Products sold to the downline in your Placement Tree.

OFFICIAL MFA MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by MFA to Distributors.

OPENED COUNTRY: A country that we have officially opened for business.

PERSONAL ENROLLMENT TREE: Your downline organization of Distributors you personally Sponsor and those Distributors that they personally Sponsor.

PERSONAL VOLUME (PPV): The point value of Products you sell to your Customers who use your distributor ID number or of Products we sell to you.

PLACEMENT: Your position inside your Sponsor’s Placement Tree.

PLACEMENT TREE: The structure of your downline sales organization.

POINT VALUE (PV): The value each product of MFA carries to facilitate calculation of incentives in the MFA Compensation Plan

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

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 MFA labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

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

SPONSOR: A Distributor who introduces an applicant to the Company and is listed as the Sponsor on the Distributor Application.

SECTION 1.BECOMING AN INDEPENDENT DISTRIBUTOR

1.1.Requirements to become a Distributor.

To become a MFA Distributor there is NO MEMBERSHIP FEE needed, 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;
- 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 open country;
- 1.1.4.Provide verified proof of address, proof of identity and in the form and manner as the Company may require;
- 1.1.5.Submit a true, accurate and properly completed Distributor Application to the Company; and
- 1.1.6.Purchase any Product/Products of the Company at Distributor Price from the Company.
- 1.1.7 Provide, Permanent account Number (PAN) given by Income Tax Department for deducting and remitting TDS (Tax Deduction at Source) on Commissions and Incentives earned.
- 1.1.8 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 Incentives.
- 1.1.9 Provide valid address proof i.e. copy of Passport, Ration card, Driver’s license, Voters ID, Telephone Bill Copy etc.
- 1.1.10 MFA Distributors will be provided an Identity Card as an “MFA Independent Representative”, which they need to carry for any MFA Meetings/ trainings/ gatherings, and same shall have to be produced as and when required by the Authorities present at said meeting/trainings/gatherings.

The Distributor application will be put on hold till Section 1.1.7, 1.1.8, 1.1.9 are completed by the applicant.

1.2.Application and Acceptance.

By signing the Distributor Application and submitting it to us, you agree to and are applying to become an independent Distributor of MFA. Your application is accepted when we enter your data into our database and if you are otherwise in compliance with the Distributor Application. Upon acceptance, you will be enrolled in the tree of the Company under your sponsor.

- 1.2.1.The company reserves the right to reject any Distributor Application at its sole discretion. We will not accept inaccurate or false information. Incomplete, inaccurate, or unlawful Distributor Applications are voidable by us.
- 1.2.2.You are responsible for informing us of any changes affecting the accuracy of your Distributor Application and any subsequent information regarding the account information of your Distributorship.
- 1.2.3.We will repurchase resalable products from you if you terminate your Distributor Agreement pursuant to the terms of Addendum B.

1.3. Territory.

Acceptance of your Distributor Application authorizes you to resell Products and operate your Distributorship in India. If you desire to resell Products in another country that we have been officially opened the company, you must provide proof of residence in that country and submit a change of country request to the Distributor Commissions Department. We may charge you a fee for this change. If you desire to Sponsor in a country we have officially opened, but you do not reside there, please see section 4.13.We do not grant exclusive territories to any Distributor.

1.4. Distributor Benefits.

Once your Distributor Application has been accepted by the company, the benefits of the Distributor Agreement will be available to you as long as your Distributorship is in good standing. These benefits include the right to:

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

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

1.4.3. Sponsor other persons;

1.4.4. Receive periodic MFA literature and other MFA communications;

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

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

1.5. No Product Purchase Required.

No person is required to purchase our Products or Sales Tools to become a Distributor. However, if no purchase is made within a period of 2 years from the date of this agreement then the person shall cease to be a distributor with the company.

1.6. Term and Renewal of a MFA Business.

Your Distributorship will be valid and good with MFA as long as you as a distributor are active in the MFA business. There is no renewal fees for your MFA business.

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, Distributor 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.

1.7.3. You may also be terminated in such instances and on such terms where you are found to have made no sales of goods and services for a period of up to two years since this agreement or from the date of the last sale made by you.

1.8. Effects of Termination.

When your Agreement with us is terminated, for whatever reason, your Distributorship rights as set forth in the Agreement also terminate. This includes the right to sell Products and the right to receive Incentives or other income resulting from the sales and other activities of your Down line. You also need to surrender your "ID Card", if any issued by MFA. However, certain obligations herein survive termination, including those found in sections, and their subsections, 1.8, 1.14.4, 1.15, 2.3.2, 2.3.3, 2.3.7.3, 2.3.7.4, 2.4.3, 2.4.4, 2.4.5, 3.3, 4.3.6, 4.3.6.1, 4.13.7, 6.4, 8.4, 8.6, and 8.7.

1.9. Succession and Incapacity.

If you bequeath your rights in your Distributorship upon death and such rights are confirmed by a competent court or according to the applicable succession act upon your death, we will recognize the transfer to the successor if the successor provides proof that is acceptable to the company and completes and delivers an amended Distributor Application with such information as is necessary for us and the successor to carry on business. Otherwise, we reserve the right to terminate your Agreement. If you are incapable of operating your Distributorship due to incapacity, we will recognize your authorized agent to operate the Distributorship 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.

1.10. Effects of Divorce and Legal Entity Dissolution.

We will not allow a Distributorship to be partitioned or in any way divided in the event of divorce or company dissolution.

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

1.10.1.1. One of the parties may, with consent of the other(s), operate the MFA 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.

1.10.1.2. The parties may continue to operate the Distributorship 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.

1.10.1.3. We will not remove a party to a Distributorship from the Distributor 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 Incentives between divorcing spouses or members of dissolving entities. We recognize only one downline organization. Incentives shall always be issued to the same individual or entity.

1.10.1.4. If a former spouse has completely relinquished all rights in the Distributorship pursuant to a divorce, he or she is thereafter free to enroll under any Sponsor without waiting six (6) calendar months (see section 2.3.7). 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 Distributor. In either case, however, the former spouse or business affiliate shall have no rights to any Distributors 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 Distributor.

1.11. Limitations.

Changes within the scope of these sections 1.8, 1.9, and 1.10 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 Distributorship, the change is subject to the right of first refusal rules in subsection 1.13.

1.12. Sale, Transfer, or Assignment of a MFA Business.

The Company discourages the sale of Distributorship(s), the transfer of partial interests in Distributorships, and the practice of partnering as a subterfuge for transferring interest. If a Distributor 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 MFA Distributorship, the following criteria must be met:

1.12.1. The Distributorship being sold must not be a Distributorship on which any product has been purchased. If such a distributorship on which any product has been purchased is to be transferred, a written application accompanied by an affidavit is to be submitted to the Company, stating the reason for such transfer. The company reserves its right to reject/refuse such a transfer without assigning any reason for refusal of such a transfer.

1.12.2. The buying Distributor may not currently have a beneficial interest in a Distributorship or have had a Beneficial interest in a Distributorship within the preceding six (6) months;

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

1.12.4. The sale is subject to the Right of First Refusal rules in section 1.13.

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

1.13. Right of First Refusal (RFR).

All offers for the sale of a Distributorship are subject to the rights of first refusal as described herein.

1.13.1. Procedures. If a Distributor receives a Good Faith Offer (as hereinafter defined) to purchase his or her interest in a Distributorship, the Distributor shall first offer to sell such interest to the Company on the same terms and conditions contained in the Good Faith Offer. The Distributor 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 Distributorship Rights by a Person that is not a Distributor, 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 Distributorship Rights.

1.13.1.1.If the Company fails to exercise its RFR within the fifteen (15) day time period, the Distributor 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 Distributorship (contingent on completing the sale), and submit an amended application for the Distributorship.

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

1.13.1.3.This section shall apply to each new Good Faith Offer received by the Distributor. This section shall not apply to changes as described in sections 1.9, 1.10, and 1.11.

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

1.13.3.Compliance Department Approval. Upon complete execution of the purchase and sale agreement and the new Distributor Agreement, the parties must submit copies of the same to MFA's Compliance department for review and approval. MFA may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. MFA'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.

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

1.14.Changes to the Agreement. Because laws and the business environment periodically change, MFA 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 Distributors 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, (7) SMS (8) Whatsapp or other such medium or (9) special mailings. If you continue to Sponsor and/or accept Incentives from us, such actions shall be deemed acceptance of the amendments.

SECTION 2.OPERATING YOUR INDEPENDENT DISTRIBUTORSHIP

2.1.Code of Ethics.

We are a value centric company and pride ourselves on the quality and character of our Distributors. 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 Distributorship. Each behavioral part of the Code of Ethics is material to the Agreement.

2.1.1.I will provide the name, address registration number, identity proof and telephone number of the direct seller and details of direct selling entity.

2.1.2. I will provide the description of goods and explain to the consumer about the return policy of the company

2.1.3. I will actively work to establish and maintain a retail customer base.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 MFA, any MFA corporate officer or employee, myself, or other Distributors. I will further not make any misleading, false and/or unfair recruiting practices including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers

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

2.1.6.I will be truthful in my representation of MFA Products and make no claims regarding the health benefits of MFA Products that violate the law. **THE COMPANY DOES NOT REPRESENT OR IMPLY THAT ANY MFA 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 MFA 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 MFA income to sponsor a potential Distributor(s).

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

2.1.11.I shall not provide any literature and/or training material not restricted to collateral issued by direct selling entity, to a prospective and/or existing direct sellers both within and outside the patent direct selling entity, which has not been approved by patent direct selling entity. I shall further not require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

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 MFA 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 MFA Distributors or officers of MFA.

2.1.17.I will abide by all of MFA'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 Representative. You have no authority to bind MFA 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 contractor, you are responsible for paying your own self-employment taxes, income taxes, professional taxes. Service taxes, Sales taxes (VAT) on retail sales and other taxes imposed by law upon an independent contractor 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 MFA Independent Distributor's "ID Card" for all the MFA 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 Distributorship 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 MFA 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.Nonsolicitation 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 MFA, during the term of this Agreement, you shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other MFA Distributors or Customers to any other Network Marketing business. If you participate in another Network Marketing business, you agree that you shall operate your MFA Distributorship 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-MFA Products and Sales Aids with, or in the same location as MFA Products or Sales Aids;

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

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

2.3.2.Non-solicitation after Termination.

For a period of twelve (12) calendar months following termination of the Agreement, you may not recruit any Distributor 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 MFA 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 MFA Distributors or Customers to any other Network Marketing business.

2.3.4.Sale of Competing Goods or Services.

While a Distributor, you shall not sell, or attempt to sell, any programs, products, or services to MFA Customers or Distributors 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. These limitations do not include or prevent Gold Master Distributor and above from selling Sales Tools as authorized herein.

2.3.5.Targeting Other Direct Sellers.

You agree to refrain from systematically targeting members of another Network Marketing business to be a Distributor. If any lawsuit, arbitration, or mediation is brought against you alleging that you engaged in such prohibited activity, you shall indemnify us 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 MFA, Distributor organizations or systems, or Distributors in an attempt to promote our Products, or to entice another Distributor to become part of your marketing organization, or to enroll in MFA.

2.3.6.2.We specifically prohibit the disparagement of any approved Gold Master Distributor Sales Tools and/or business building systems. Additionally, if any Gold Master Distributor is found to be disparaging another Gold Master Distributor by name or by approved business building system, an automatic assessment of liquidated damages of Rs 10,00,000/- will be imposed, per instance, as actual damages would be impossible to calculate.

2.3.6.3.You shall not use financial enticements or other incentives to persuade a Distributor 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 Distributorship 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 Distributor (a) when already a Distributor, (b) when holding a Beneficial Interest in another Distributorship; and/or (c) when less than six (6) months have passed since having been a Distributor or having held a Beneficial Interest in another Distributorship. "Cross Sponsoring" means the enrollment of another Distributor (including a Distributor 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 Distributor 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 Distributors 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 Distributor has breached these covenants.

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

2.3.7.3.1. Terminate the Distributorships in breach;

2.3.7.3.2. Terminate the Distributorships created as a result of Line Switching (the "Second in Time Distributorship"); and leave the Distributorships enrolled by the Second in- Time Distributorships 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 MFA.

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

2.3.8. Unethical Activity.

You agree to be ethical and professional at all times when conducting your MFA Distributorship. Accordingly, you agree that you will not, nor will you encourage or in any way condone Distributors 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 Policies & Procedures:

2.3.8.1. Making unapproved claims about the Product;

2.3.8.2. Making unapproved or false 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 mis leading, false, deceptive and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any person;

2.3.8.5. Causing Product sales in Retail Establishments;

2.3.8.6. Use of another Distributor's credit card without express written permission;

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. Personal conduct that discredits the Company and/or its Distributors;

2.3.8.12. Violating the laws of your jurisdiction that pertain to your Distributorship;

2.3.8.13. Breaching the Code of Ethics;

2.3.8.14. Breaching the Agreement.

2.4. Activity Reports.

We desire to protect you, other Distributors and the Company from unfair and inappropriate competition. We provide you access and viewing of various reports through your back office. The incentive reports and any other distributor list, including but not limited to all distributors; organization lists; names; addresses; email addresses; and telephone numbers contained in the MFA 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 Distributor 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 MFA 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 Distributor 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 MFA business;

2.4.3.4.Recruit or solicit any Distributor listed on any Activity Report or in any manner attempt to influence or induce any Distributor 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 Distributorship and we may seek injunctive relief to prevent irreparable harm to us or any of our Distributors. 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 INCENTIVES, 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 Distributor User Name. We will use this User name to track all your business with us. You will also be provided with an “ID Card” for your MFA Independent Distributorship, which you need to carry for any training, gathering, function’s etc. Entry could be restricted without the “ID Card”. The said ID card shall also be carried on person with a valid Government ID Proof when representing the Company’s Products and Distributorship to other.

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.

MFA does not extend coverage under any of its policies to Distributors. 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 Distributorship.

2.8.Reporting Policy Violations.

To assist us in maintaining a level playing field for all Distributors 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 MFA’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

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 Distributor Responsibilities

3.1.1 Disclosure. You must provide the most current version of the Policies and Procedures, the Income Disclaimer, and Compensation Plan to potential applicants you are Sponsoring before the applicant signs a Distributor Agreement.

Copies of the Policies and Procedures, the Income Disclaimer, and the Compensation Plan can be downloaded from the 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.

3.1.3 Purchase. If Sponsoring an applicant, you may purchase any product/products of the Company and pay the amounts due only if authorized by the applicant. For Product purchases, please see section 6.3.

3.2 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 MFA Products, no sales of MFA Products, no Sponsoring, no attendance at any MFA functions, no participation in any other form of Distributor activity, nor operation of any other MFA 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 the company for breach of the agreement, you must wait eighteen (18) months to reapply.

SECTION 4. PROMOTING THE PRODUCTS AND OPPORTUNITY

Because many aspects of the MFA opportunity and the Products are regulated, compliance with advertising law is important for the longevity of your business and ours. We make every effort to comply with advertising law 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 MFA business.

4.1 Claims, Sales and Promotional Activity.

4.1.1 Product Claims. You may make claims about the Products that are in the Official MFA Materials of the country for which it is approved. You shall not make claims about the Product that are not in the Official MFA Materials. You CANNOT make any therapeutic claims about the products of MFA. PLEASE NOTE THAT ANY CLAIMS ON THE COMPANY DUE TO SUCH CLAIMS MADE BY YOU WILL LEAD TO LEGAL ACTION AGAINST YOU AND YOU WILL BE TREATED AS BEING IN BREACH OF THE AGREEMENT OF THE COMPANY.

4.1.2 Opportunity Claims. See Addendum A.

4.2 Limitations on Offering.

You shall not offer the MFA opportunity through, or in combination with any other compensation plan or placement program, other than as specifically set forth in Official MFA Materials. Further, you shall not require or encourage other current or prospective Distributors to participate in MFA in any manner that varies from the program as set forth in Official MFA Materials. Regardless of your rank, you shall not require or encourage other current or prospective Distributors to execute any agreement, contract, or membership, other than those offered by the Company, in order to become a MFA Distributor. Similarly, you shall not require or encourage other current or prospective Distributors to make any purchase from, or payment to, any individual or other entity to participate in the MFA Compensation Plan other than those purchases or payments identified as recommended or required in the Official MFA Materials.

4.3 Internet Advertising.

4.3.1 Distributor Websites. If you desire to utilize an Internet webpage to promote your MFA business, you may do so through MFA's official website, or if available, through MFA-approved replicating websites. You may use your own website to promote MFA 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.

4.3.2 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 MFA's Products or services, or the MFA 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,

4.3.2.1 A GMD may have a blog, approved by us, to promote the Product and opportunity with content limited to the Black Diamond distributor's personal postings;

4.3.2.2 An MD and above 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 distributor ID number on the video, and the video is approved in advance by our Compliance department.

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

4.4 Other Sales Media.

MFA 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.

4.5 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 MFA 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. MFA Franchisees are authorized Service establishments operated by selected Distributors in India and these Franchisees will sell MFA products and Sales Tools by means of Direct marketing and to the existing MFA Distributors.

4.6 Trade Shows, Expositions, and Other Sales Forums.

MFA provides a Trade Show Request Form upon request through Distributor Support. Distributors may display and/or sell ONLY MFA 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 Distributor at a time is permitted. At the completion of each event, an additional request may be made. MFA 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 MFA wishes to portray.

4.7 Generic Business Advertisements.

If you advertise in a newspaper or other advertising mediums, the following rules apply:

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

4.7.2 No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The MFA 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.

4.7.3 No specific income can be promised or implied, and any references to compensation must use the word "Commission" or "Incentives" to indicate the independent contractor status of Distributors.

4.7.4 Advertisements may not contain references to MFA or our Products (i.e., no product or CMD mention, no use of MFA or MRI logo or bottle design, no health claims).

4.7.5 You may not use any of MFA's trademarks or trade names in any advertising.

4.8 Email and Fax Communication.

MFA does not permit Distributors to send unsolicited emails unless such emails strictly comply with applicable laws. Please see the Addendum for country-specific rules.

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

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

4.8.1.2 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).

4.8.1.3 The email must include your physical mailing address.

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

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

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

4.8.2 Consent to Receive Emails. We may periodically send commercial emails on behalf of Distributors. By entering into the Agreement, you agree that we may send such emails and that the Distributor'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.

4.8.3 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 MFA business.

4.9 Phone Use.

You may not answer the telephone by saying "MFA," "MFA Marketing," or by any other manner that would lead the caller to believe that he or she had reached MFA's corporate offices. You may only represent that you are a MFA Distributor.

4.10 Correspondence.

A Distributor may only represent that he or she is a MFA Distributor. All correspondence and approved business cards relating to or in connection with a Distributor's MFA business shall contain the Distributor's name followed by the term "Independent Distributor."

4.11 Media and Media Inquiries.

You must not initiate any interaction with the media or attempt to respond to media inquiries regarding MFA, its Products or services, or your independent MFA business. All inquiries by any type of media must be immediately referred to MFA's Communications department at info@mfadirect.com, or by calling +91-11-45660032. Additionally, you may not draft, publish, post on the internet, or otherwise dispense verbal or written MFA-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.

SECTION 5.RETAIL SALES AND ORDERING

5.1 Selling to End Consumers.

The MFA opportunity is built on selling Products to end consumers. Your primary opportunity as a Distributor 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 Distributorship 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 MFA 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 sales taxes (VAT), transactional taxes etc, if required by law.

5.2.5 Customer Satisfaction Guarantee. As a Distributor of MFA Products, you shall offer to each Customer a 100%, 30-day money-back guarantee 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 sell, consume, or use 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 Incentives/Commission will be paid to any Distributor unless it is based on the sale of MFA Products to end users or used for self consumption.

6.2 Buying for Promotion to Ranks Prohibited.

Purchasing Product for the purpose of earning Incentives or achieving higher 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 Distributorship other than one in which you have a Beneficial Interest unless you have prior written permission to do so from the Distributor; 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 Incentives paid to you and to all Distributors who earned such Incentives. The deduction of Volume and Incentives will occur in the month in which the related sales occur, and shall continue every commission period thereafter until all Volume and Incentives are recovered from you and the Distributors 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 Restrictions on Third Party Use of Credit Cards and Checking Account Access.

You may not facilitate any MFA purchase using a credit card or payment method other than your own unless we have on file an official MFA Authorization Letter prior to the transaction. The form is available from the support department of MFA.

6.7 Sales/Transaction Taxes.

See Addendum A.

SECTION 7. COMMISSIONS/INCENTIVES

7.1 Incentive Qualifications.

As a Distributor, you are entitled to receive Incentives 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 the retail sales, use, and consumption of our Products by other Distributors in your downline.

7.3 Payment.

We will pay your Incentives within fifteen days 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 distributor 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 Incentive Buying Prohibited.

Incentive buying is strictly and absolutely prohibited. Incentive buying includes: (1) the enrollment of individuals or entities without the knowledge of and/or execution of a Distributor Application by such individuals or entities; (2) the fraudulent enrollment of an individual or entity as a Distributor or Customer; (3) the enrollment or attempted enrollment of non-existent individuals or entities as Distributors or Customers (“phantoms”); (4) purchasing Products on behalf of another Distributor or Customer, unless authorized herein, or through another Distributor’s or Customer’s ID number, to qualify for Incentives; (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 Incentives that is not driven by bona fide Product purchases by end user consumers.

7.5 Adjustments to Incentives.

When a Product is returned to us for a refund, the Incentives 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 Distributors who received Incentives 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 Incentives or charges, you must notify us in writing within 15 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 15 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 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.

8.3 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 Distributorship. Your remedies include specific performance and money damages. Nothing herein shall prevent you or us from seeking all other available remedies.

8.4 Grievances and Complaints. When you have a grievance or complaint with the Company regarding any issue like Product/ Incentive etc. OR with another Distributor regarding any practice or conduct in relationship to his or her Distributorship, you can approach the Company for such Grievance Redressal. The process for Grievance Redressal is attached herewith as ADDENDUM C.

8.5 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 attorneys fees, costs,

and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Delhi India, and shall last no more than two (2) business days.

8.6 Governing Law and Jurisdiction

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be the jurisdiction of the courts at New Delhi exclusively.

8.7 Other Remedies.

Nothing in these Policies and Procedures shall prevent the company from applying to and obtaining from the courts at New Delhi having jurisdiction a 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. 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 – GUIDELINES FOR PROMOTION AND ADVERTISEMENT OF PRODUCTS AND MFA OPPORTUNITY

A.1 ADVERTISED PRICE. You may not advertise or sell any MFA Products at a price LESS than the highest company published, Maximum Retail Price (MRP) of the MFA 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 Distributors you Sponsor to ensure that your downline Distributors are properly operating their MFA business.

A.3 OPPORTUNITY CLAIMS.

- a. **Business Opportunity Specific Claims.** Do not use the term “business opportunity.” Use the terms “income opportunity,” “financial opportunity,” or “home-based opportunity.” When discussing the MFA opportunity you must mention that the purchase of tools is optional. The word “free” should never be used to describe MFA products—regardless of how they’re obtained.
- b. **Purchasing Requirements.** Do not impose personal purchase requirements. Do not require a distributor to purchase a minimum amount of product. You may say that a distributor must generate a certain amount of personal volume to qualify for earnings under the compensation plan.
- c. **Income Claims.** Any income presentations (in person or on paper) must include a line stating: “Please see the MFA Income Disclaimer at the end of this document or at www.mfadirect.com for complete information regarding the earnings of MFA distributors. Also, 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.”
- d. **Compensation Plan.**
 - 1) Any income presentations (in person or on paper) must include a line stating: “Please see the MFA Income Disclaimer at the end of this document or at www.mfadirect.com for complete information regarding the earnings of MFA distributors.”
 - 2) Do not use “purchased” when describing how PV is acquired. Use terms such as “generated.” Use wording like “Build teams that duplicate by helping your personally sponsored distributors build their businesses, and you will earn the incentives.”
 - 3) Regarding Rank Advancements, either is acceptable: 1.To qualify for the following ranks one must be active with personally generated points PVs during the qualifying month.2.Be active with personally generated points PV during the qualifying month.
 - 4) Avoid the words “investment” or “invest.” It’s okay to talk about investing time or effort—but not money. Accordingly, use words like “cost” or “expenditure” to describe the Starter Sample Kit.

A.4 INCOME DISCLAIMER.

a. **Purpose of the Income Disclaimer.** MFA’s corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Income Disclaimer. The MFA Income Disclaimer is necessary to convey truthful, timely, and comprehensive information regarding the income that MFA Distributors earn and also to clarify that the Incomes are only possible on sales of actual products by you and your downlines. In order to accomplish this objective, a copy of the Income Disclaimer must be presented to all prospective Distributors.

b. Policy. In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Distributor or Distributors in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the Income Disclaimer. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Distributor with a copy of the Income Disclaimer and in case of a presentation, a slide with such Income Disclaimer should always be visible to the prospect(s).

c. Income Disclaimer Statement – The following Income Disclaimer Statement should be used for the purposes herein mentioned

“THE COMPANY DOES NOT GIVE ANY GUARANTEE OF EARNINGS NEITHER DOES IT GIVE OUT ANY MONEY ON RECRUITMENT OF DISTRIBUTORS. INCENTIVES/COMMISSION ETC. CAN ONLY BE EARNED BY INDEPENDENT REPRESENTATIVES/DISTRIBUTORS OF THE COMPANY BY EFFECTING SALES OF THE PRODUCTS. INCENTIVES WILL BE RELEASED AFTER DEDUCTION OF GOVERNMENT TAXES.”

A.5 TAXES.

a. Many state and local governments levy sales taxes, VAT, Octroi and other fees on the sale of the Company's products. In some jurisdictions, certain products may be exempt from taxes or Octroi. The Company's tax policy addresses the complexity in dealing with the applicable taxes and Octroi. All VAT concerning to the point of sale will be borne by the Company.

b. Sales Tax Identification Numbers. Distributor who have had prior business experience or who have attained a high level of Retail sales may require Tax Identification Number or sales tax registration for which they have to approach the necessary local authorities. Any violation in not complying with the law and non payment of sales taxes which may affect the reputation of MFA will lead to termination of the Distributorship.

c. Service tax if applicable on the commissions and Incentives earned must be paid by you by registering with the relevant government authorities without fail.

A.6 Governmental Approval or Endorsement. Neither government agencies nor their officials approve or endorse any Network Marketing companies or products. Therefore, you shall not represent or imply that MFA, its Products, or its Compensation Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official until and unless the Company declares so on its website.

A.7 Breach of Contract—Additional Provisions.

a. Additional Actions for Breach. We may take the following actions against you and/or your Distributorship 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 Incentives withheld during the investigation period; 5) We may suspend your right to operate your Distributorship 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 Distributor'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. Disciplinary Committee (DC). The purpose of the DC is to review policy violations and determine disciplinary actions. The Compliance department solicits information from all involved parties and presents the same to the DC for final resolution and disciplinary action, up to and including termination of a Distributor Agreement. Once the DC has made a decision, the decision will be communicated to the Distributor in writing.

c. Appeals Committee (AC). If you wish to appeal a decision made by the DC, you must do so in writing within ten (10) 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 Distributor accounts may be placed on a complete business hold, and all Incentives generated will be held by us until the matter is resolved. Decisions mandated by the Appeals Committee are final and binding, and will not be further reviewed by the Company.

A.8 Telemarketing. You must not engage in telemarketing relative to the operation of your Distributorship and agree to inform yourself of the laws pertaining to telemarketing. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a MFA Product or service, or to recruit them for the MFA

opportunity. "Cold calls" made to prospective Customers or Distributors that promote either MFA's Products or services of the MFA opportunity constitute telemarketing and are prohibited.

a. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a MFA product or service, or to recruit them for the MFA opportunity. "Cold calls" made to prospective Customers or Distributors that promote either MFA's products or services of the MFA opportunity constitute telemarketing and are prohibited.

b. Notwithstanding the foregoing, a Distributor may place telephone call(s) to a prospective Customer or Distributor (a "prospect") under the following limited situations:

- 1) If the Distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a Distributor and a prospect based on: * The prospect's purchase, rental, or lease of goods or services from the Distributor within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or services; or * A financial transaction between the prospect and the Distributor within the eighteen (18) months immediately preceding the date of such a call.
- 2) The prospect's personal inquiry or application regarding a product or service offered by the Distributor within the three (3) months immediately preceding the date of such a call.
- 3) If the Distributor receives written and signed permission from the prospect authorizing the Distributor to call. The authorization must specify the telephone number(s) which the Distributor is authorized to call. Distributors may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom a Distributor has at least a recent first-hand relationship (i.e., the Distributor recently personally met him or her). Bear in mind, however, that if a Distributor makes a habit of "card collecting" from everyone he or she meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if Distributors engage in calling "acquaintances," the Distributor must make such calls on an occasional basis only and not as a routine practice. In addition, Distributors shall not use automatic telephone dialing systems relative to the operation of their MFA businesses. The term "automatic telephone dialing system" means equipment that has the capacity to: (1) store or produce telephone numbers to be called, using a random or sequential number generator, and (2) to dial such numbers.

A.9 Websites. Subject to the limitations of section 4.4.1, if you have achieved the rank of Master Distributor, you may have a website to promote your MFA business.

ADDENDUM B

RETURN POLICY, COOLING OFF PERIOD 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 FIFTEEN (15) 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 MFA, COMMISSIONS PAID TO THE DISTRIBUTOR WHO WANTS TO RETURN THE PRODUCTS FROM THE DATE OF HIS/HER JOINING, BANK/CREDIT CARD CHARGES IF ANY ON PURCHASE.

B.2 Return of Product—No Termination.

If any person is not 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 MFA, COMMISSIONS PAID TO THE DISTRIBUTOR ON THAT PRODUCT PURCHASE, BANK/CREDIT CARD CHARGES IF ANY ON PURCHASE.

B.3 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.4 Refund Procedures.

To receive a refund, you must comply with the following:

- a. Call the MFA Distributor helpline and request for the refund.
- b. The refund shall be processed within 15 days of request after deduction of the charges as above.

B.5 Cooling Off Period.

Any Distributor who wishes to cancel his Distributorship within 15 days of signing this agreement can do so. He can return any product purchased during this period to the Company for a full refund. The goods should be in marketable/ saleable condition in order to claim the refund.

The Company on receipt of such request shall refund the complete amount for any purchases that you may have made in this period. The Company will cancel the Distributorship and all the rights of distributorship granted in this agreement shall stand withdrawn.

B.5 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 THIRTY (30) days of the sales transaction. We will replace to you up to 100% of the unused product returned by the customer.

B.6 Cancellation Notice.

You must give your Customer two copies of an official MFA 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

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 10 BUSINESS DAYS following

receipt by the Distributor of your Notice of Cancellation. If you cancel, you must make available to the Distributor, 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 Distributor regarding how to return shipment of the goods at the Distributor's expense and risk. If you do make the goods available to the Distributor and the Distributor 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 Distributor, or if you agree to return the goods to the Distributor 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 Distributor's name]

[insert address of Distributor's place of business]

NO LATER THAN 30 DAYS AFTER _____.(transaction date)

I hereby cancel this transaction.

Customer Signature

ADDENDUM C

GRIEVANCE REDRESSAL MECHANISM

STATE WISE GRIEVANCE REDRESSAL OFFICERS

STATE	NAME OF OFFICER	M. NO.	EMAIL ID
Maharashtra	Mr. Safdar Ali Mir	7208730009	maharashtra@mfadirect.com
Rajasthan	Mr. Inder Lal Pushkarna	9828733314	rajasthan@mfadirect.com
Gujarat	Mr. B. R. Rathod	9909385772	gujarat@mfadirect.com
Uttarakhand	Mr. Yogesh Kumar	9313138400	uttarakhand@mfadirect.com
Delhi	Mr. Yogesh Thukral	9873077029	delhi@mfadirect.com

NATIONAL GRIEVANCE REDRESSAL BODY

S.NO.	NAME	DESIGNATION (IF ANY)	M.NO.	EMAIL ID
1.	Mr. Ashish Khetarpal	Director	9999909889	ashish@mfadirect.com
2.	Mr. Ashwani Kaushik	Director	9873077087	ashwani@mfadirect.com
3.	Mr. Shivraj Singh	-	9871110979	shivraj.singh@mfadirect.com

The Company reserves the right to change the officers so appointed at any time. Please check the website on a regular basis to know the current officers in your area.

FOR DISTRIBUTORS/ INDEPENDENT REPRESENTATIVES AND MEMBERS OF GENERAL PUBLIC

Any person aggrieved by the action of any Distributor of the Company or for any issue relating to the Products of the Company can approach the State Grievance Redressal Officer or the National Grievance Redressal body. The concerned Grievance Redressal Officer shall attempt to solve the issue to the satisfaction of the Person within 15 days from the receipt of such Grievance. In case the matter is not resolved to the at the level of the State Grievance Redressal Officer within 15 days of filing the grievance before the appointed authority, the same shall be escalated by the State Grievance Redressal Officer or by the person who has so filed the grievance, to the National Grievance Redressal Body.

The National Grievance Redressal Body shall upon receiving the grievance either directly or through the State Officer, shall strive to solve the matter as expeditiously as possible but not later than 45 days from the date of the receipt of the Grievance by the State Officer or the National Body.

PROCEDURE TO BE FOLLOWED BY STATE GRIEVANCE REDRESSAL OFFICER

The State Grievance Redressal Officer shall follow the said procedure to resolve the grievance received from the Distributor, Consumers or the Members of the general public:

1. The State Grievance Redressal Officer shall keep a register of grievances received.
2. The said register shall contain the complete details including address, mobile number etc. of the person raising the grievance and also the complete details of the Grievance raised. The Officer shall also note complete details of the person/company/officer against whom the grievance is raised. The Officer shall note the email ID of Complainant and shall use the same to communicate the status of the Complaint to the Complainant.
3. The Officer shall generate a unique Complaint ID and communicate the same to the Complainant at the time of receiving the Complaint. The Officer shall use the said Complaint ID to communicate the updates of the Complaint to the Complainant. The format of the Complaint ID shall be <State>/<Unique Serial No./MMYYYY.
4. That the Officer shall call for information and do all things necessary to solve the grievance of the Complainant. In case of a dispute between Distributors/Independent Representatives, the Officer shall call the concerned people to a neutral place and attempt to mediate to solve the issue to the satisfaction of both the parties.

5. That in case the Officer is unable to solve the Complaint raised within 15 days from the date of receipt of such Complaint, the Officer shall communicate the details of the Complaint to the National Grievance Redressal Body for further action.
6. That the Officer shall send an excel report on a monthly basis to the National Grievance Redressal Body to apprise them on the Complaints received and actions taken in each complaint.

PROCEDURE TO BE FOLLOWED BY NATIONAL GRIEVANCE REDRESSAL BODY

1. The National Grievance Redressal Body can receive complaints from the Complainant i.e. Distributor/ Customer/ Persons of general public, directly or through the State Grievance Redressal Officer.
2. The National Body shall keep separate registers for direct complaints and complaints received through the State Officers. That the National Body shall issue a Complaint number to the Complainant in case of complaints received directly. The format of the Complaint number shall be MFANGRB/<Unique Serial No./MMYYYY.
3. That the National Body shall in the register, note the complete details including address, mobile number etc. of the person raising the grievance and also the complete details of the Grievance raised. The National Body shall also note complete details of the person/company/officer against whom the grievance is raised. The Officer shall note the email ID of Complainant and shall use the same to communicate the status of the Complaint to the Complainant.
4. That the National Body shall call for information and do all things necessary to solve the issue raised in the Complaint.
5. The National Body may if necessary call all parties to the grievance for personal hearing after asking them to submit their stand in writing.
6. The National Body shall do all things necessary to solve the grievance of the complainant within 45 days from the date of receipt of such Complaint.