

DNAR TERMS MANUAL

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DNAR TERMS MANUAL (“DTM”)

1) Purpose

This Terms Manual (the “DTM”) spells out the rights and obligations between DNAR Multinational Private Limited (the “Company”) and its Distributors (“Distributors”). The DTM, the Distributor Application Form that is accepted by the company and the DNAR Remuneration Plan (DRP) together govern the total contractual relationship between the Company and its Distributors.

2) Definitions

“Customer” means any person buying a product on MRP from the DNAR store.

“Distributor” or **“Independent Distributor”** means a person who has registered himself through a written contract to undertake direct selling business.

“Privilege Customer” means a Customer who completes 100BV shopping and gets exclusive discounted rates on future purchase.

“Prospect” means a person to whom an offer or a proposal is made by the Direct Seller to join a Direct Selling Opportunity.

“Direct Seller” means a person appointed or authorized, directly or indirectly, by a Direct Selling Entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis.

“Agreement” means the completed Distributor Application Form that was submitted by the Distributor and subsequently accepted by the Company.

“Business” means the direct selling business and the DNAR Remuneration Plan.

“Company” means DNAR Multinational Private Limited., which is a company incorporated under companies Act 1956 having its registered office at F/2, A2 Block, Chattarpur Extension, Main Chattarpur Road, Near Tivoli Garden, Chattarpur, New Delhi - 110074.

“DNAR Compensation Plan” (DCP) or “Compensation Plan” means the DNAR Compensation Plan. It is the system followed by the direct selling entity to compensate the direct seller which illustrates the mode of sharing of incentives, profits and commission, including financial and non-financial benefits, paid by the

direct selling entity to the direct sellers, on a monthly or periodic or yearly basis or both, as the case may be.

“Downline” means the Customers / Distributors below a specific Distributor respectively in the Genealogy as the context requires.

“Upline” mean the Distributors above a specific Distributor respectively in the Genealogy, as the context requires.

“Genealogy” means the relationship or relative positioning of Distributors in the Company’s database.

“T&C” means the Terms & Conditions as stated herein.

“Products” mean any products including services, unless the context otherwise requires.

“Distributor Identification Number” means the identification number that the Company assigns to the Distributor when the Company accepts that person as its Distributor. Distributor’s Identification Number is a unique number for each Distributor and it will be used to identify that Distributor through his / her Distributor business relationship with the Company.

“Referrer” means a Distributor who refers Retail Customers or other Distributors by helping them to become Distributors of DNAR.

“Buy Back Policy” DNAR provides 30 days period to their Customers and / or Distributors to return the product, where goods need to be returned in marketable position.

1. If the product returned is sealed pack than the 100% amount will be refunded.
2. If the product is 25% used, then 50% of the amount will be refunded
3. If the product is 50% used, then 25% of the amount will be refunded.

“Cooling Off Policy” DNAR Remuneration Plan allows the Distributor to cancel their participation within a period of 30 days from the date of Contract signing and receive the refund of goods purchased.

“DNAR Guarantee” DNAR Multinational Private Limited offers 100% guarantee to its Customers and / or Distributors on Product Quality by offering 30 day Buy Back and Cooling Off Period.

3) Distributors

3.01 How to become a Customer / Privilege Customer / Distributor?

1. To become a customer of DNAR Multinational Private Limited, the individual must be an Indian citizen. He / she must have attained the age of Maturity and should be competent to enter into a contract as provided in the INDIAN CONTRACT ACT. Necessary proof thereof should be submitted as and when required by the Company.
2. Prospective customers should bear a good moral character and should not have any past or present criminal background or record.
3. People who want to be a customer of DNAR Multinational Private Limited must fill and submit the Registration Form along with self-attested KYC documents as required by DNAR Multinational Private Limited.
4. Registration in DNAR Multinational Private Limited is 100% free.
5. DNAR Multinational Private Limited reserves the right to accept or reject any application / Registration Form without having to give any explanation whatsoever.
7. Once the prospect gets registered with DNAR Multinational Private Limited, the company allots a Special Code (Distributor Identification Number) which allows the customer to purchase and sell DNAR products as a Direct Seller.
8. DNAR shall allot only 1 Special Code on 1 Pan Number.

3.02 How a Customer can be a Direct Seller?

After registering as a Customer with DNAR Multinational Private Limited, if a person wishes to Purchase and sell products of DNAR Multinational Private Limited and want to be a Direct Seller of DNAR Multinational Private Limited, he / she needs to:

1. Activate his / her Code within 7 days of his / her registration date.
2. To activate the Code, customer needs to purchase any product of his / her choice from DNAR Office / Authorized DNAR Distribution Centre.

3.03 How a Direct Seller Can Introduce a New Customer

1. Direct Seller engaged in direct selling should carry their identity proof (ID Card / Welcome Letter) and not visit the customer's premises without prior appointment / approval.
2. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer.
3. Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service.

4. Provide the following information to the prospect / consumers at the time of sale, namely.
- a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity.
 - b) A description of the goods or services to be supplied.
 - c) Explain to the consumer about the Goods Return Policy / Buy Back Policy of the company in the details before the transaction.
 - d) The Order date, the total amount to be paid by the consumer along with the bill and receipt.
 - e) Time and place for inspection of the sample and delivery of goods.
 - f) Information of his / her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid.
 - g) Details regarding the complaint redressal mechanism.
 - h) Explain Cooling Off period in which he / she can cancel the participation and receive refund of the goods purchased.

3.04 Business Entity

For applications other than for a natural person, all legal documents along with stockholder details for applying legal entity (Proprietor / Partnership / HUF) shall be produced. They shall be submitted within ten (10) days from the date of application to the Company's office in Delhi, India. Failure to produce such documents may cause the application to be rejected.

3.05 Changes in Directorships or Shareholder

In the event of any changes in Directorships or Shareholder in said entities in sub clause 3.04, they shall immediately inform the Company of the change(s) and the Company shall have the right at its sole discretion to terminate or confirm their Distributorship.

3.06 Multiple online Distributor Application Forms

If an applicant submits multiple Distributor Application Forms that list different Referrers only the first completed application received by the Company will be accepted.

3.07 Privilege Customer's Referrer

For a Privilege Customer of the Company who later applies to become Distributor, his / her last Referrer for his / her purchase shall also be his / her Referrer of his / her Distributorship, unless the Customer's last purchase from the Company was more than six (6) months before his / her Distributor application and in his / her application he / she states another Distributor as his / her Referrers.

3.08 Acceptance

Once the Company accepts an applicant's Distributor Application Form, the Company will grant to the applicant the Distributor status within the DNAR Remuneration Plan (DRP). The Company will give the Distributor the Distributor Identification Number. The Distributor shall include his / her Distributor Identification Number in all his / her orders and correspondences with the Company.

3.09 Fictitious or assumed name

A person or entity may not apply as the Distributor using a fictitious or assumed name.

3.10 Refund and Buy Back Guarantee

Customers and / or Distributors are hereby notified that Products are subject to the refund and buy back guarantee stipulated in the DTM found online, which apply accordingly to them.

4) Distributor's Rights and Obligations

4.01 Independent Representative

A Distributor is an independent representative having the rights and obligations conferred by the DTM along with the details mentioned in the DRP to use & refer the products of the Company.

4.02 Right to refer

Only the Distributor has a right to refer Customers and / or refer another new Distributor to the Company and enjoys the benefits under the Remuneration Plan for doing so. When referring new Distributors to the Company, the referring Distributor shall give the person/s that he / she intends to refer a copy of the DTM, the Distributor Application Form with Contract, and details of the Remuneration Plan.

4.03 No right to represent Company

The Distributor is not a franchisee, partner, employee, agent or Representative of the Company. He / she has no right to, and shall not, represent himself / herself as such. The relationship between the Distributor and the Company is wholly governed by this DTM. Any breach of this DTM on the part of the Distributor is a serious breach of the DTM and may result in the immediate termination of his / her Distributorship.

4.03.1 No right to represent Company: - As an Agent

The Distributor has no right to negotiate or conclude any contract on behalf of the Company. Nor shall he / she hold himself / herself out as having such a right. He / she shall not represent himself / herself as an agent of the Company.

4.03.2 No right to represent Company: - As an Employee

As Distributor is not an employee of the Company, any costs he / she incur in the development of his / her business are at his / her own expenses. He / she shall not be entitled to seek reimbursement from the Company.

4.04 Rights to Company literatures and communication, etc.

Distributors may receive periodic literature and other communication from the Company. They will also be invited to, and upon payment of appropriate charges if applicable, participate in Company-sponsored support, service, training, motivational and recognition functions. They may also be invited to participate in promotional and incentive contests and programs sponsored by the Company for its Distributors.

Distributors should not:

- a) Provide any literature and / or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and / or existing direct seller both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity.
- b) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

4.05 A direct seller shall not:

- a) Use misleading, deceptive and / or unfair trade practices.
- b) Use misleading, false, deceptive, 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.
- c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.
- d) Present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner.
- e) Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the direct seller, or the goods and / or services being sold by such direct seller which is false and / or misleading.
- f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts.

4.06 Legal compliance

Distributors must comply with all laws, statutes, regulations and ordinances concerning the operation of their Distributor business.

4.07 A direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him / her, in such form as per applicable law.

4.08 Tax, expenditures, etc.

Distributors are personally responsible for paying local, state, central government taxes (Where Applicable) on any income they generate as Distributors. It is absolutely mandatory to pay VAT / Service Tax once the Distributor crosses the VAT / Service Tax threshold. Unless required by laws in India, regulations or rules in any relevant countries.

TDS (Tax deduction at Source) or any other mandatory obligation by laws in India w.r.t. Income of an individual shall be complied as per the statutory laws.

TDS (tax deducted at source) certificate will be issued to the Distributors only after the Distributor has complied with all the KYC documentation including copy of his PAN card (permanent account number card).

4.09. Claim of workmen's compensation

Similarly, the Company is not responsible for payment or co-payment of any employee benefits for its Distributors. Distributors are responsible for their own liability, health, disability and workmen's compensation insurance, etc.

4.10 Non-exclusivity

The Distributor has a non-exclusive right to market and promote products of the Company. There are no geographical limitations existing on the referring or selling country, provided, however, that the Company reserves the right not to sell products or services in any states, territories or countries.

4.11 Obligations to Downlines

Any Distributor who introduces another Distributor to the Company is highly recommended to perform a bona fide assistance and training function to ensure that his / her Downline is properly operating and conducting their Distributor business. It is to the advantage of both Referrers and their Downlines to have ongoing contact and communication. Distributors must truthfully and fairly describe the Remuneration Plan. No past, potential or actual income claims may be made to prospective Distributors. Nor may Distributors use their own incomes, or other Distributors' incomes, as indication of the success assured to others. Incentive statements shall not be used as marketing materials. Distributors shall not

guarantee Incentives or estimate expenses to prospects. (Please refer to Income Disclaimer).

4.12 Cross Lining

Subject to sub clause 8.01 and sub clause 8.02, no Distributor may refer or attempt to refer another Distributor from a different line of referralship to 'switch' to another line of referralship. Examples of Cross Lining are:

- (a) Placing additional Distributors of his / her own in lines of referralship not below his / her Primary Distributors.
- (b) Placement of a new Distributor using anyone's name known to the Referrer and placing it in lines of referralship not below the Referrer's Primary Distributors while intending to profit from the proceeds of the said new Distributor.
- (c) Distributor owning an interest in an entity that is the Distributor in lines of referralship not below his / her Primary Distributor.
- (d) Entering in other lines of referralship under the same name as an existing Distributor using a valid Distributor Identification Number other than the one used previously.
- (e) In case Distributor has placed his / her referrals in a wrong place, Distributor can request for change of position while submitting the necessary documents within 10 days of registration.
- (f) Any situation (whether the above examples or others) found to be in violation of this sub clause shall be met with the greatest scrutiny and may result in termination of the newly placed Distributor, as well as the Distributor having instigated the said situation.

4.13 Obligation of not referring to other programs

Distributor shall not refer, attempt to refer, or knowingly assist another person to refer, another Distributor or any person into any other network marketing company or into another Distributor's sales organization. In addition, no Distributor shall participate in any action knowing that participating in the action may cause another Distributor or any person to be referred through someone else into another network marketing company. Distributor are strictly prohibited from promoting any competitive services, products and / or business programs.

At Company functions, or on all Company property, no Distributor shall solicit any person to join any other network marketing company or involve the sale of products of any other network marketing company.

Breach of any part of this clause is a serious breach of the DTM and may lead to the immediate suspension or even termination of the Distributorship of the Distributor who is in breach.

4.14 Breach of security

All Distributors have a responsibility to maintain the network integrity of the Company. Any Distributor who is found 'hacking' into or interfering or tampering with the Company's database or any part of the Company's computer system (hardware and / or software) or attempting to do any of the aforesaid acts without the proper authorization shall be liable to immediate termination of his / her Distributorship. He / she shall also be liable for all consequential damages and losses of the Company.

4.15 Obligation to the Company

Distributor shall, at all times, remain loyal to the Company and shall not publish any written and / or verbal disparaging or adverse information / statement / s against the Company. He / she shall hold the Company's management in high esteem at all times, failing which, he / she may be terminated notwithstanding that he / she may also be liable for libel or slander.

5) Claims & Misrepresentation

5.01 Income Claims

No false or misleading income projections may be made to prospective Distributor. In their enthusiasm, Distributors are often tempted to represent hypothetical income figures based upon the inherent power of GROUP REFERRAL Marketing as actual income projections. This is counterproductive, since new Distributor may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. DNAR Multinational Private Limited firmly believes that income potentials are great enough to be highly attractive even when based in reality, without resorting to artificial and unrealistic projections.

5.02 Product

No claims regarding any therapeutic or curative effects of any DNAR Multinational Private Limited products may be made, except those officially approved in writing by the Company or as contained in official literature. In particular, the Business Associate shall NOT make any statement / representation of any "guarantee" of cure or state that DNAR Multinational Private Limited products are effective in treatment of any skin or hair disease or disorder by giving or specifying any percentage (%) of cure. Such statements can be perceived as

unfair trade practices, and as such, violate DTM. Violation of this clause will result in immediate termination for the said Distributor. Refer to Termination clause.

5.03 Representation of Status

In all Cases, any reference the Distributor makes regarding himself / herself must clearly set forth the Distributor's Independent status.

5.04 Business Cards & Stationary

Any printed material, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Distributor.

5.05 Press Enquiries

Any inquiries by the media are to be referred immediately to the Company. This policy is to ensure accuracy and a consistent public image.

5.06 Waiver

DNAR Multinational Private Limited never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases; both specifically expressed a dimpled, unless any officer duly authorized by the Company in contracts or an agreement specifies in writing that the Company waives any of these provisions. In addition, any time the Company gives permission for a breach of rules, that permission does not extend to future breaches.

This provision deals with the concept of "waiver", and the parties agree that DNAR Multinational Private Limited does not waive any of its rights under any circumstances short of the writing confirmation alluded to above.

6) DNAR Incentives and Rewards

6.01 Qualification for Incentives and/or rewards

Distributor must be active and in compliance with the Agreement, Contract, DTM and the Remuneration Plan to qualify for Incentives and / or rewards. So long as Distributor is entitled under the Remuneration Plan to receive Incentives and / or rewards, the Company shall pay Incentives and / or rewards to the Distributors in accordance with the Remuneration Plan. Distributors must consult the Remuneration Plan for a detailed explanation of the benefits, Incentives and/or rewards structure and the corresponding requirements.

Incentives and / or rewards are paid ONLY on the sale of the Company's products. No Incentive or bonus is paid on the purchase of the Company's sales

materials, literatures, Business Planner, Product Portfolio, or for referring other Distributors and/or Customers.

6.02 Adjustments to Incentives and/or rewards

Distributors receive Incentives, rewards and other benefits under the Remuneration Plan based on the actual sales of products to Customers. When a product is returned to the Company for a refund or is repurchased by the Company or the transaction is in any way not successfully completed, the Incentives, rewards and / or other benefits attributable to the returned or repurchased product or the unsuccessful transaction will be deducted in the Incentive Period in which the refund or repurchase occurs, and continuing every Incentive Period thereafter until the Incentives, rewards and / or other benefits are fully recovered from the Distributors who received Incentives and / or rewards on the sales of the refunded or repurchased product.

In addition, if the Company has already paid Incentives and / or rewards to Distributor for a returned product, the Company shall have the right to request the Distributor for the return of the said Incentives and / or rewards and the Distributor shall not have the obligation to return such Incentives and / or rewards to the Company.

The Company shall have the right to set off any debt(s) an Distributor owes to the Company against his / her Incentives and / or rewards.

6.03 Compensation Summary

A Distributor can request for his / her periodic account / information concerning, as applicable, sales, purchases, details of earnings, commissions' bonus and other relevant Data, in accordance with agreement. The Company reserves the right to charge a processing fee when issuing an electronic or Paper Remuneration Summary requested by the associates.

6.04 Payment of Incentive

All Incentives / Rewards that the Distributor earns will be credited to his / her Bank accounts by the way of Bank Transfers.

7) Resignation, Suspension and Termination

Distributor may be suspended for violating any terms of the Agreement, DTM, the Remuneration Plan, and / or any other relevant documents produced by the Company.

7.01 Resignation

Distributor may voluntarily resign from and / or terminate his / her Distributorship by tendering thirty (30) days' written notice of such voluntary resignation or termination to the Company. Acceptance of voluntary resignation and / or termination upon the receipt of such notice is at the sole discretion of the Company.”

7.02 Suspension

When a decision is made to suspend the Distributor, the Company will inform the Distributor in writing of the decision, the effective date of the suspension, the reason(s) for the suspension, and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Distributor's address on file pursuant to the notice provisions contained in the DTM. Such suspension may or may not lead to termination of the Distributor as so determined by the Company at its sole discretion. If the Distributor wishes to ask the Company to review the decision, he / she shall make such a request in writing to the Company within fifteen (15) days from the date of the suspension notice. The Company will review and consider the suspension and notify the Distributor in writing of its decision within thirty (30) days from the date of the receipt of the Distributor's written request. The Company will thereafter not further review its own decision. The Company may take certain action(s) during the suspension period, including, but not limited to, the following:

- (a) Prohibiting the Distributor from holding himself as Distributor or using any of the Company's proprietary marks and / or materials.
- (b) Withholding Incentives and / or rewards due to the Distributor during the suspension period.
- (c) Prohibiting the Distributor from purchasing services and products from the Company.
- (d) Prohibiting the Distributor from referring new Distributors, contacting current Distributors, or attending meetings of Distributors.

(e) If the Company, at its sole discretion, determines that the violation that caused the suspension is continuing, and has not satisfactorily been resolved, or a new violation involving the suspended Distributor has occurred, the suspended Distributor may be terminated.

7.03 Termination

Dependent upon the seriousness of the violation, Distributor may be immediately terminated for violating the terms of the Agreement, DTM, Remuneration Plan, and / or any other relevant documents produced by the Company. The Company may, at its sole discretion, terminate a violating Distributor without placing the Distributor on suspension. When the decision is made to terminate the Distributor, the Company will inform the Distributor in writing to the address in the Distributor's file that the termination has occurred.

If the Distributor wishes to ask the Company to review the decision to terminate, he / she shall make such a request to the Company in writing within fifteen (15) days from the date of notice of termination. If the Company receives no such request within the fifteen (15) days period, the termination will automatically be deemed final. If the Distributor files a timely written request, the Company will review the decision and notify the Distributor of the result of the review within thirty (30) days after receipt of the Distributor's request. Thereafter, the Company will not further review its own decision. In the event the termination decision is not reversed, the termination will remain effective as of the date stated in the original termination notice.

Company shall allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to two (2) years since the contract was entered into, or since the date of the last sale made by the direct seller.

7.04 Effects of resignation, suspension and termination

After resignation, the former Distributor shall not further represent himself / herself as the Distributor of the Company, and shall cease to use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any products, plan or program of the Company. He / she shall have no rights to enjoy any benefits under the Agreement, DTM, and / or the Remuneration Plan.

If the Distributor is suspended, he / she shall not before the removal of his / her suspension, further represent himself / herself or hold himself / herself out as the Distributor of the Company. Nor shall he / she use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or

advertising referring to or relating to any products, plan or program of the Company. He / she shall have no rights to enjoy any benefits under the Agreement, DTM and / or the Remuneration Plan. But he / she shall be allowed to retain his / her Distributorship pending the final resolution of his / her case. Any Incentives and / or rewards payable to him / her should he / she not be suspended shall be retained by the Company. If the suspension of the Distributor is subsequently removed, all outstanding Incentives and / or rewards shall be paid to the Distributor. However, if the Distributor is subsequently terminated, the termination shall be treated as effective from the effective date of the suspension and all Incentives and / or rewards retained as aforesaid by the Company shall be forfeited forthwith to the Company.

Immediately upon termination, the terminated Distributor:

- (a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any product, plan or program of the Company.
- (b) Must cease representing himself / herself as a Distributor of the Company.
- (c) Loses all rights to his / her Distributor position in the Remuneration Plan and to all future Incentives and earnings resulting there from.
- (d) Must take all actions reasonably required by the Company relating to protection of the Company's confidential information. The Company has the right to set off any amounts owed by the Distributor to the Company including, without limitation, any indemnity obligation incurred, from Incentives and / or rewards or other compensation due to the Distributor.

7.05 Reapplication

Distributor who resigns his / her Distributorship may reapply as a new Distributor but such reapplication will only be considered three (3) months after resignation. The acceptance of any reapplication of a terminated Distributor shall be at the sole discretion of the Company.

A non active Distributor can be enrolled by other referrer only after the period of 6 months. In this case the first referrer of the Distributor cannot claim it as snatching.

“Non Active Distributor” means the Distributor who has not purchased any product from the company within a period of 6 months from the date of his / her registration.

8) Devolution

8.01 Death

Distributor has a right to nominate a person as his / her nominee to whom the Company will transfer the Distributor’s Distributorship upon the death of the Distributor. The Distributor has a right to change his / her nominee in his / her lifetime by giving written notice to the Company. However, the Company will not accept such a transfer unless the nominee or the last nominee has executed a current Distributor Application Form and submitted certified copies of the death certificate of the Distributor to the Company. The nominee will then be entitled to take over the Distributorship of the late Distributor and entitled to all the Incentives, rewards or other benefits accrued thereafter and all the rights, and / or be subject to all the obligations as a Distributor of the Company. If the Distributor did not make any nomination in his / her lifetime, his / her Distributorship shall be terminated immediately upon his / her death. Any cross lining as a consequence of the devolution of Distributorship under this clause shall not be treated as a breach of the DTM.

8.02 Dissolution of a Partnership

If the Distributorship is registered by two (2) or more persons, they will be deemed as a partnership under the Agreement and the DTM. In the event that the partnership is dissolved, unless the Company receives a valid and legally enforceable agreement signed by all the partners regarding the arrangement of their Distributorship within thirty (30) days of being notified of the dissolution of the partnership, their Distributorship will be automatically terminated after the expiry of the said thirty (30) day period.

In case when dissolution of Partnership happens, the existing business code will be transferred on the Pan Card which is not there earlier in the system. (1 Special Code on 1 Pan Card rule will be applicable)

9) Proprietary Information

9.01 Confidential Information

During the term of the Agreement, the Company may supply to Distributors confidential information, including, but not limited to, genealogical and Downline reports, Customer lists, Customer information developed by the Company or

developed for and on behalf of the Company by Distributors (including, but not limited to, credit data, Customer and Distributor profiles, and product purchase information), Distributor lists, manufacturer and supplier information, business reports, Incentive or sales reports, and such other financial and business information that the Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to the Company and is transmitted to Distributors in strictest confidence on a 'need-to-know' basis for use solely in the Distributors' business with the Company.

Distributors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use such information for any non-Company activity directly or indirectly while the Distributor and thereafter. Distributors must not use the information to compete with the Company or for any purpose other than promoting the Company's program and its products and services. Upon determination, nonrenewal or termination of the Agreement, Distributors must discontinue the use of such confidential information and promptly return any confidential information in their possession to the Company.

9.02 Online and Telephonic Reports

The Company will use its best effort to provide accurate information such as online or telephonic Downline activity reports, including, but not limited to, personal and group sales volume (or any part thereof), and Downline referring activity to Distributors.

Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic cheque payments; returned products; and credit card and electronic cheque charge-backs; the information is not guaranteed by the Company or any persons creating or transmitting the information.

9.03 Use of Company Name, Logo, or Trade Names, etc.

(a) The Company name, logo, trade name, trademarks, product names, brochures, catalogues, sales material, contracts and sales training sessions, literature, audio or video material, presentations or events are copyright-protected property of the Company worldwide and the Company retains ownership rights or exclusive licenses to the entire contents.

(b) Distributors shall not reproduce or distribute privately reproduced versions of such materials under any circumstances. Distributors shall not use the Company name, logo, trade name, trademarks, program names, or product names in any manner or form.

(c) Naming Protection Reserved by the Company. In addition to any relevant intellectual property laws, the following list of names are also reserved and restricted from use by Distributors in their Distributor activities.

All DNAR Multinational Private Limited & the Distributor companies names and brands. These names are also prohibited from use by Distributors in relation to their Distributor business activities on their personal website and / or email addresses.

9.04 Copyright Restrictions

With respect to product purchases from the Company, Distributors must abide by all manufacturers' use restrictions and copyright protections.

Without prior written approval from the Company, no Distributor shall video and / or audio record the Company's meetings, conferences and / or training sessions or any speeches (including conference calls) given therein.

9.05 Vendor confidentiality

The Company's business relationships with its vendors, manufacturers and suppliers are confidential. Distributors must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of the Company except at the Company-sponsored events at which the supplier or manufacturer is present at the request of the Company.

10) General Provisions

10.01 Company's Employee Prohibition

Employees of the Company and their immediate family members (for example spouse, mother, father, brother, sister, etc.) who are domiciled at the same household as the employee are prohibited to take part in the Remuneration Plan. Breach of this policy shall be deemed serious, and could result in the dismissal of the employee and the removal of his / her entire network to the credit of the Company. Distributors being transferred to a paid position or taking up an employment with the Company shall, prior to their acceptance of the employment or paid position, file ownership transfer notice to the Company and give up their ownership rights and privileges of their Distributorship.

10.02 Liability

To the extent permitted by law, the Company shall not be liable for, and each Distributor releases the Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Distributor as a result of:

- (a) The breach by another Distributor of his / her Agreement, any Term or Condition of the DTM, and / or the Remuneration Plan.

- (b) The operation of other Distributor's business.

- (c) Any inadvertent, incorrect or wrong data or information provided by the Company.

- (d) The failure to provide any information or data necessary for Distributors to operate their business, including, without limitation, the marketing and promoting of products of the Company and / or the introducing or referring persons as Customers / Distributors to the Company.

10.03 Force Majeure

The Company shall not be responsible for delays or failure in performance caused by circumstances beyond the Company's control, such as strikes, labor difficulties, fire, war, government decrees or orders, or curtailment of a party's usual source of supply.

10.04 Violations

It is the obligation of every Distributor to abide by and maintain the integrity of the DTM. If the Distributor observes another associate committing a violation, he / she should discuss the violation directly with the violating Distributor. If the Distributor wishes to report such violation to the Company, he / she should provide details of the violation in writing or thru official Company website at www.Dnar.in and mark the correspondence "Attention: Network Compliance Department".

10.05 Amendments

If the Remuneration Plan of the company is amended, it will be informed to the Silver Business Distributors and above in General meetings. Changes of Remuneration Plan will be live on website on immediate basis and Brochures / Leaflets will be distributed among the Distributors.

10.06 Endorsement

No endorsements by a Company officer or administrator or third party may be asserted, except as expressly communicated in the Company literature and

communication. Country, Central and State regulatory agencies do not approve or endorse direct selling programs. Therefore, Distributors shall not represent or imply, directly or indirectly, that the Company's programs, products or services have been approved or endorsed by any country or governmental agency.

10.07 Telephone Listing

Distributors are not permitted to use the Company's trade name in advertising their telephone and telecopy numbers on materials not produced and approved by the Company without first obtaining the prior written approval from the Company's Legal Affairs Department.

10.08 Display of Company Products

The integrity of the Remuneration Plan is to be built upon person-to-person, one-on-one and in-door presentation methods of sale. Distributors shall not knowingly sell any Company product to, or display any Company product, Company name, trademarks, literatures, or promotional materials at any retail outlet, including, but not limited to, supermarkets or food stores, flea markets or swap meets, permanent restaurant displays, bars or nightclubs or any such similar establishment, convenience stores or gas stations. Exemptions must be approved in writing by the Legal Affairs Department of the Company.

Distributors may promote the Remuneration Plan at their office, fairs and trade shows on the condition that it is not shown or displayed with any other plan associated with any direct selling company or networking company.

10.09 Fax Blasts and Spamming

Fax blasting and unsolicited emailing (spamming) is prohibited.

10.10 Legal Conformity

Any tool or presentation technique used by the Distributor whilst promoting the Company's business concept, products and / or the Remuneration Plan must be within the scope of the Distributor's rights in his / her respective country / state / province. It is the Distributor's responsibility to ensure that any statements made, or any demonstration techniques performed, are, in fact, lawfully permitted in his / her country / state / province. If a special license or professional degree is required in a certain location to legally make such statements or perform such presentations, or to conduct business, then it is the Distributor's responsibility to secure the necessary license, degree or permit.

10.11 Indemnity Agreement

Each and every Distributor shall indemnify and hold harmless the Company, its shareholders, officers, directors, employees and agents from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court

costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Distributor:

- (a) Activities as Distributor
- (b) Breach of the terms of the Agreement
- (c) Violation of or failure to comply with any applicable laws, regulations or rules.

10.12 Non-Waiver Provision

No failure of the Company to exercise any power under the DTM or to insist upon strict compliance by Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with the DTM, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement and / or the DTM.

The Company's waiver of any particular default by Distributor shall not affect or impair the Company's rights with respect to any subsequent default. Nor shall it affect in any way the rights or obligations of any other Distributor. No delay or omission by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent or future default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

10.13 Governing law

This agreement, the DTM, the terms and conditions of Application / Registration Form Product purchase and the Remuneration Plan shall be governed by the laws of Republic of INDIA.

10.14 Jurisdictions and Arbitration

Any dispute, controversy or claim arising from or in connection with the Agreement, the DTM and / or the Remuneration Plan or the breach, termination or invalidity thereof (herein after referred to as the "Matter") shall first be sought to be resolved amicably between the Distributor concerned and the Company.

If the Distributor and the Company cannot resolve the Matter within sixty (60) days from the date the Matter was first brought to the attention by one party to the other, the Matter shall be referred to and finally resolved by arbitration administered by the DNAR Multinational Private Limited, Delhi, INDIA. The place of arbitration shall be Delhi, INDIA. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in the English language.

10.15 Entire Agreement

The Agreement, the DTM and the Remuneration Plan together constitute the entire Agreement between the Distributor and the Company.

10.16 Severability

If at any time any provision of the Agreement and / or DTM becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Agreement and / or DTM under the law of that or any other jurisdiction, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

10.17 Notices and communication

Each notice, demand or other communication to be given or made under the Agreement, the DTM and / or the Remuneration Plan by the Company to the Distributor shall be in writing and delivered or sent to the relevant party at his / her last known address or email address designated by the Distributor and recorded in the file. Any notice, demand or other communication to the Company shall be sent or delivered to the Network Compliance Department of the Company at its office in Delhi, INDIA or by email to support@dnar.in. Any notice, demand or other communication so addressed to the relevant party physically shall be deemed to have been delivered after fifteen (15) days it is given or made, provided that, if such day is not a working day in the place to which it is sent, such notice, demand or other communication shall be deemed delivered on the next following working day at such place. In the event of such notice, demand or communication is sent by email, it shall be deemed to have been received by the other party when the email enters the recipient's mail server without any undelivered message sent back to the sender.

10.18 Headings and Table of Contents

Headings and Table of Contents in the Agreement, the DTM and the Remuneration Plan are provided for convenience only and they are not part of those documents. They are not to serve as a basis for interpretation or construction of those documents or as evidence of intention of the parties.

10.19 Gender, etc.

Unless the context otherwise requires, words importing the singular number shall include the plural number and words importing the masculine gender shall include the feminine or neuter gender and vice versa, and references to persons shall include companies and bodies, corporate or unincorporated.

10.20 English Language Prevail

In the event that the DNAR Terms Manual (“DTM”) is translated into another language and there exists any inconsistencies in any provision between the English-language version and the translated version of the DTM, the English-language version shall always prevail.

I have read and understood all the terms & conditions as mentioned herein above very carefully and the same are read over to me in my vernacular language and I agree with the same. I will follow all the rules and code of conduct as mentioned above in this DTM.