

INTRODUCTION TO THE RULES OF CONDUCT FOR VICTOUS AFFILIATES

The Victous Rules of Conduct define and establish certain principles to be followed in the development and maintenance of a Victous Business and the rights, duties, and responsibilities of each Victous Affiliate.

These Rules are designed to preserve the benefits available to all the Affiliates under Victous Sales and Marketing Plan.

Victous and its Affiliates have a binding contractual relationship. The terms and conditions of this relationship are set forth which is subject to amendments from time to time in conjunction with business needs and applicable laws. Victous will notify all such amendments to the Affiliate by publication on its website www.Victouslife.com, Victous App (IOS & Android), and all Leadership Meetings.

All the documents forming a part of the Direct Seller Contract define and establish certain guidelines to be followed in the development and maintenance of a Victous Business and the rights, duties, and responsibilities of each Victous Affiliates.

You shall indemnify Victous from and against all actions, claims, demands, prosecutions, penalties including costs thereof and not excluding Victous's legal costs which might be made or brought against Victous in respect of or arising out of breach, infringement or infraction of any laws, regulations and codes of practice arising out of the operation of Victous Business. Victous shall not have any liability towards any Affiliate in respect of any loss, cost, damage or expense suffered directly or indirectly as a result of any act, omission, representation or statement of any other Affiliate.

1. REGISTRATION AND ACTIVATION AS AFFILIATE

Registration & Activation as a Affiliate Joining in Victous is free and you are not required to pay any amount for your Registration as a Victous Affiliate. Victous believes in equal opportunity for all. The Victous Business is available to anyone regardless of race, gender (sex), and religious or political beliefs. To become a Victous Affiliate, you are required to fill an online application form at Victous website www.victouslife.com or Victous App (IOS & Android).

1.1 Without limiting Victous's rights, the following are requirements for becoming a Affiliate with Victous. A Prospective Affiliate must fulfil the following eligibility criteria:

- a. Be at least 18 years of age (21 years for the State of Maharashtra).
- b. Be a citizen and resident of India.
- c. Must not be in jail, have any criminal record and/or confined to any correctional institution of any kind.
- d. Must undertake to Victous that there is no legal bar or limitation on his ability to

meet the legal obligations as a Victous Affiliate.

- e. Must not have been convicted or bankrupt during the preceding 5 years from the time of making the application to become Victous Affiliate.

1.2 Points to remember before registering as a Victous Affiliate:

- a. There is no requirement to make any payment as joining fee or in return for any information or assistance provided for becoming a Victous Affiliate or to make any payment by way of security to become a Victous Affiliate.
- b. There is no mandatory requirement to maintain a specified minimum inventory of Victous Products.

1.3 Acceptance or Rejection of Application

Victous exclusively reserves the right to accept or reject any application submitted by individual (s) to enrol as Victous Affiliate without having to give any explanation whatsoever.

1.4 Effective Date and Authorization for Ordering

An Application shall be considered "accepted" when either personal detail of the Applicant(s) are entered and verified in Victous records or when Victous notifies to the new Affiliate accordingly in any manner whatsoever, normally by issuance of an SMS on registered mobile number, whichever is earlier. The new Affiliate may resell Victous Products after receipt of confirmation as provided by Victous. Business can be taken up in individual capacity, as a sole proprietorship firm or as a partnership firm (Sole Proprietorship Firm and Partnership Firm shall hereinafter collectively be referred to as "Business Entity"). The Business Entity intended to be enrolled as Victous Affiliate is required to comply with certain requirements and conditions.

1.5 Registration in the name of a Business Entity

A New Affiliate can join Victous and operate his or her Victous business as a sole proprietorship firm, or registered partnership firm provided it complies with certain requirements and conditions as given below:

- a. Victous Affiliate Application for the enrolment would be submitted in the name of the Business Entity. The Business Entity, in addition to Victous Application form must file with Victous - the Entity Authorization Form, duly signed and stamped by its Sole Proprietor or Partners as applicable. A copy of registration certificate as a Sole Proprietorship Firm or a registered Partnership Deed along with other supporting documents (as maybe requested by Victous from time to time) should be submitted along with the application form; acceptance of such registration is subject to due verification and approval by Victous.
- b. Any future Change occurring in the constitution of the Business Entity and any amendment brought about in the constitutional documents shall be mandatorily brought to the notice of Victous Lifesciences Private Limited

formally and must necessarily be approved by Victous; otherwise, the business association may be subject to Termination at the sole discretion of Victous Lifesciences Private Limited

- c. The liability of the partners would be joint and several.
- d. Incentives / other funds' payments would mandatorily be made in the name of the Business Entity enrolled as Victous Affiliate.
- e. All Partners are jointly and severally liable for adherence to the terms of all the documents covered under the Direct Seller Contract as defined herein.
- f. A Business Entity may enrol as a Victous Affiliate only when it is formed for the sole purpose of carrying out the Victous business only. This Business Entity must not be used to carry out any business other than Victous.
- g. No amendments for the constitution of the Business Entity will be allowed once after enrolled as Victous Affiliate without prior approval from Victous.
- h. All partners shall personally and irrevocably guarantee due performance by the partnership, all of its obligations and responsibilities as a Consultant as outlined in the Affiliate Contract.

1.6 Duration of Victous Business

Victous does not charge any renewal fee for Victous Business to remain active. However Victous business will be discontinued if the Affiliate resigns and the resignation is duly accepted by Victous or Affiliate contract is terminated by Victous.

1.7 Victous can revoke any Affiliates' business if the Affiliate acts in violation to the terms and condition prescribed in any of the documents constituting the Affiliate contract.

2. RESPONSIBILITIES AND OBLIGATIONS OF AFFILIATE

2.1. Comply with all the terms and conditions laid down by Victous in its various publications, from time to time.

As a Victous Affiliate, you must, at all times, comply with and strictly adhere to the guidelines, systems, requirements, procedures, policies, terms and conditions mentioned under all the documents and publications constituting the Affiliate Contract or any amendment thereof effected by Victous from time to time.

The Affiliate shall keep records of use of products consumed and resold separately and provide the same to Victous upon request.

The documents constituting the Affiliate Contract requires direct selling through personal interaction with the consumers. Use of alternative methods of selling - like retail or online sale is contrary to fundamental principles of Direct selling and disturbs the level playing field. Victous is committed to providing equal opportunity to all

Victous Affiliates and hence prohibits sale or display of Victous products and services at places where goods are sold.

2.2 Prohibition of indulging in Unethical Business Practices:

As a Victous Affiliate you shall not:

- a. Sell Victous products at a price higher than the Maximum Retail Price (MRP).
- b. Sell Victous product at less than the price at which products were procured i.e., the Distributor Price as the same would amount to predatory practices and be detrimental to Victous Business of other Affiliates.
- c. Misrepresent in any way the price, quality, performance or availability of Victous products or services.
- d. Offer discounts or special promotions that are not offered by Victous.
- e. Promote or misrepresent non-Victous products as Victous products.
- f. Promote opportunity / products / services of Victous's competitors nor will I deal with any of the person/s related with those companies Consultants shall indemnify Victous on account of any costs or damages that may arise from the breach of the above.

2.3 Comply with Laws of the Land

Affiliates must not engage in any deceptive or unlawful trade practice. Affiliates shall be responsible for complying with Central, State or local laws, GST, Octroi, Toll taxes, Service Tax and all other taxes/ laws/regulations as may be applicable to him/her from time to time and may vary from State to State in India and also for obtaining all licenses and registrations as may be required for running his/her Victous business from time to time. No Affiliate may operate any illegal or unlawful business enterprise, engage or participate in any illegal or unlawful business activity or be convicted of any illegal or unlawful activity. Victous is not responsible for or concerned with effort or expense required to comply with such laws and regulations or the consequences of default. The Affiliate is representing Victous and hence he must not do any act or activity or conduct himself in any such manner as to jeopardize the reputation of Victous and the business.

2.4 Rules regarding changing or modifying current packaging and labelling of Victous Products:

Victous prohibits you from deleting any material from, adding any material to, adding extra words, labels, or other materials on and altering or detaching any label from the product/literature. Victous products must be sold in the form and packages provided by Victous and must not be decanted, repacked or otherwise altered from the said form and packages. The Victous Affiliate shall further make sure that the product delivered matches the description provided at the time of offer for sale.

2.5 Written Order Form/Sales Receipt/Invoice:

2.5.1 Prior to the time of the initial sale, Affiliate shall provide a duly filled Order Form to the Customer which shall include all the details as given below:

- a) The complete name of the Direct Selling Entity – Victous Lifesciences Private Limited
- b) The name of the Affiliate along with the ID number allotted by Victous
- c) Contact number of the Affiliate
- d) Complete Description of the Goods and Services to be supplied
- e) Country of Origin of the Goods
- f) Order Date
- g) Total amount to be paid by the Customer
- h) Time and Place of inspection and delivery of Goods
- i) A link to the return and refund policy
- j) A link to the Consumer Grievance Redressal Mechanism.

2.5.2. At the time of reselling products, a Affiliate shall issue a written and dated receipt to the Customer. This receipt shall contain Victous 100% Satisfaction Guarantee including product refund policy and shall be in compliance with all the applicable laws. This receipt must include –

- a) Product Description
- b) Price
- c) Affiliates's reference and registration details.

2.6 Prospecting and presenting Sales and Marketing Plan:

At all times Affiliates are required to make fair presentation of Victous Products to the best of his/her abilities communicate clearly the terms of the offer, rights provided by Victous, price, payment terms, delivery, right to return, etc. as required for making an informed choice while presenting themselves in a courteous and well-behaved manner.

2.6.1. Invitation:

When a Victous Affiliates invites an individual to an Introductory Meeting, he/she should not:

- Convey an impression that it relates to an employment opportunity
- Convey an impression that the invitation is social event or market survey
- Promote the business opportunity as a business relationship with a person, company or organization other than Victous
- Imply that the meeting is for the purpose other than presenting Victous business

Plan, Affiliate shall observe decorum while engaging with customers and shall ensure that they are not disturbed without prior intimation, it could be for sale of Victous products and/or services or it could be for introducing the Victous business or both. Affiliate shall never impose himself or herself upon his/her prospective customer and shall not indulge in high pressure selling.

- Shall not persuade any prospect into purchasing any Victous Literature by giving an impression that the same is a mandatory requirement to become a Victous Affiliate.

2.6.2. Presentation:

On the first personal contact the person should make himself or herself known in the appropriate fashion that he is a Victous Affiliate and shall always carry a copy of the id card issued by Victous. A Victous Affiliate shall never impose himself or herself upon his/her prospective customer. He / she should give his name, address, contact number as well as information on Victous. In the course of presentation of the Victous Sales and Marketing Plan, a Affiliate should:

- Emphasize that income and bonuses can be achieved only on the basis of continuous sales and business building.
- Not represent that a person can benefit by recommending others to be Affiliates.
- Not claim that a Affiliate may achieve success with little or no investment by way of effort or time.
- Not exaggerate or overstate the kind of potential earnings that can be generated by Victous business.
- Show the sample of products if so desired by Customer.
- Guide Customers to use the product as per directions and cautions for the products.

2.7 Handling Customer Complaints:

Whenever there is any Customer complaint, the Affiliate shall acknowledge the Complaint within 48 hours and shall notify Victous along with all correspondences they have had with customer regarding the complaint while also guiding the customer for replacing products as per Victous 100% Satisfaction Guarantee.

2.8 Relationship of Affiliate with Victous

As a Victous Affiliate, you are operating your own business on principal-to-principal basis; you are not an employee/agent of Victous. You shall not convey the impression or refer to yourself as employee, agent, manager or representative of Victous nor use such terminology or descriptive phrase on your stationery or any other printed matter. You further cannot bind Victous in any agreement or contract and on receipt of any infringement of the present clause, Victous reserve its right to terminate and/or pursue other legal actions. Nothing in this arrangement shall be deemed to be an employer employee relation between Victous and the Affiliate.

2.9 Rules regarding sale of non-Victous products and services:

Victous Affiliate must not use Victous Affiliates or activities organized specially to promote Victous Products or Victous events, to promote his non Victous business/profession nor will induce another Victous Consultant to participate in any other non Victous Business activity. Victous shall in its absolute discretion terminate a Affiliate if he/she is a Consultant with a company in direct/indirect competition with Victous products and/or services that may neglect or detrimentally affect the sales of Victous products.

2.10 Line of Sponsorship is sacrosanct:

Line of Sponsorship is sacrosanct. Victous prohibits a Victous Affiliate from directly or indirectly soliciting, interfering with or trying to entice another Victous Affiliate away from his line of joining. Affiliates must not directly or indirectly, induce/entice other Victous Affiliate to change their line of sponsorship, poach or solicit reregistration of existing Affiliate from other line of sponsorship e.g. Inducing a Victous Affiliate to start a new business in the name of any other family member under a different sponsor without complying with inactivity rule. Transfers of Affiliates from one Sponsor to another are only granted at the sole discretion of Victous.

Cross Group Selling:

A Victous Affiliate in one line of Sponsorship must buy all Victous products and literature supplies directly from the Victous or his/her Sponsor. A sponsor should encourage his/her Sponsored Affiliates to place orders independently; in the event Affiliate/Sponsor is placing orders in the name of any other Affiliate, he/she should do so with the Affiliate's prior written approval and he/she will remain responsible for the orders placed and hence they need to be cautious so as to safeguard their business interest.

2.11 Privacy and Confidentiality:

Information about Line of Sponsorship, report on Sponsored Affiliates sales, organization information are proprietary and confidential to Victous and is made available to the Affiliates at the sole discretion of the Victous in strict and complete confidence; if made available, such privileged information shall be used for Affiliate's own use only and must not be disclosed to any third party. Affiliate must at all times ensure the protection of Sensitive Personal Data provided by any Customer in the due course of making a sale in accordance with all applicable laws. The Affiliate shall take adequate steps to ensure prevention of misuse or access of the Sensitive Personal Information of the Customer by any third/unauthorized persons. All Affiliates are required to strictly abide by the above policy.

2.12 Rules for Media activities and Spamming:

Affiliate shall seek prior written consent before publishing anything in media relating to Victous, its business or Affiliates. No Affiliate shall make any press statement, release, briefing, presentation etc. relating to Victous, its business or Affiliates without prior written consent of Victous. Affiliate shall prospect only to his/her pre-existing personal or business relationships and shall not use unsolicited email messages to any unknown person(s).

2.13 Manipulation of Victous Sales and Marketing plan:

Victous Affiliate shall not influence any reward / award or bonuses by manipulating Victous Compensation plan, their Sales Volume or by creating any artificial structure in Victous network.

2.14 Territory and prohibition on exports:

The business is confined to the territory of India and Export of Victous products, or knowingly selling to others who export, is not permitted. Only Victous reserves the right to export its products at its discretion as to the customer and price.

3. RESPONSIBILITIES AND OBLIGATIONS OF SPONSOR

As a Sponsor, the Affiliate have certain responsibilities and obligations

3.1 Train, motivate and support Affiliates and endeavour to get them to attend Victous meetings and functions in all cases the Sponsor is responsible and accountable for ensuring that compliant training and motivation are made available to his or her sponsored Affiliates.

- Affiliate shall abide by all the documents that constitute the Affiliate Agreement as defined, and shall not, indulge himself / herself in any wrongful activity, which could have any adverse effect upon the Victous business of another Affiliate.
- Ensure that all Affiliates in his/her group comply with all the provisions of the documents that constitute the Affiliate Contract as defined in letter and spirit.
- Counsel the Sponsored Affiliates in case notices non-compliance of the Affiliate Contract; Report any violations of the Affiliate Contract to Victous.
- Guide on promotions and other activities, media etc to assure that Sponsored Affiliates conform to Victous approved procedures and rules.
- Encourage Sponsored Affiliates to place their orders independently.
- Must neither hard sell Victous Products/services to other Victous Affiliates nor engage in high pressure selling.
- Inform all his Affiliates that there are no exclusive territories available under the Victous Sales and Marketing Plan within India.
- Not represent that there is an employment or agency relationship between himself and the Affiliates which he sponsors.
- Shall not force any Affiliate to purchase Victous literature or represent the same to be mandatory requirement to become a Victous Affiliate.

3.2 Sponsoring Guidelines:

Victous Compensation Plan must not be presented,

As an opportunity to make quick and easy money with little or no investment of money and time as if there is no requirement to resell Victous products While prospecting, sponsor must only use Victous products/authorized literature and may cite lifestyle examples, e.g. travel

automobile, homes of successful Affiliates, accrued as the result of building a successful Victous Business.

4. PAYMENT OF BONUS

4.1 Bonus Payable under the ambit of Victous Compensation Plan is payable within 15 days of Commission calculation of that particular week. In cases where a Affiliate also has a co-applicant, Victous will deal exclusively with the First Applicant only as per details provided in the Affiliate Application form and shall make payments on account of Commissions, discounts, Returns and refund etc. in favour of First Applicant only. In case you owe Victous any money, Victous may exercise legal rights and remedies to adjust such sums from any amount/bonuses payable to you.

4.2 In an unlikely situation of a feud between Main Applicant and the Co-applicant; it would be at a sole discretion of Victous Lifesciences Private Ltd. to decide on the beneficiary of proceeds getting accrued under the ambit of Victous Compensation Plan. To decide this, Victous Lifesciences Private Ltd. would mainly take into the account the activity pattern and visibility of Applicant / CoApplicant in the activities linked to carrying out Victous Business.

5. RESIGNATION

Affiliate may submit letter through an email to support@victouslife.com from his/her registered email address or in writing at any of our Victous Centres / Offices to resign as a Victous Affiliate citing reason for the same with a copy to his sponsor / Regional Head / Victous Customer Delight Team. In the event of Resignation, Affiliate shall cease to have contractual liabilities with Victous or his/her sponsor, except for liabilities:

5.1 On account of indemnities in respect of costs or damages legal or otherwise, arising as a result of any misrepresentation or infringement of any laws.

5.2 On account of infringements of the Affiliate Contract as occurred prior to the effective date of Resignation. If the resigning Affiliate has some Victous products to return at the time of resignation and if they are in saleable condition (to be decided by Victous) and returned within 30 days of their purchase, he/she can return the same to receive the refund. The amount refunded will be equal to the price paid after adjusting all benefits availed by the Affiliate and / or bonus paid to the Affiliate as a result of purchase of such products. The Affiliate will have to present the copy of the related invoice. Payment for the product return will be made to the Affiliate within 15 days' time from the date of return of the products.

6. REGISTRATION OF FORMER AFFILIATE IN CASE OF RESIGNATION/TERMINATION

Once a Victous Affiliate terminates his/ her contract with Victous or Resigns, he/ she shall not be allowed to enter into a contract with Victous as a Victous Affiliate for a period of 6 (Six) months from the date of his/ her Resignation or Termination. However, for those who have resigned or got terminated at the title of Vice President or above, the above said inactivity period shall be extended to 12 (Twelve) months from the date of his/her Resignation or Termination. If a Victous Affiliate violates the above-said rule

and enters into a contract with Victous as a Victous Affiliate during the Dormant/inactivity period, the said joining shall be treated as void ab initio and is liable to be terminated. To apply for a new Victous business under this Rule, Affiliate must submit a new Affiliate Application Form specifying the following on the Affiliate Application Form (AAF):

- Earlier Id Number
- Declaration of dormancy/inactivity. If any Affiliate opposes or has reservation against any former Affiliate re-joining the business, he/she can file an objection with Victous submitting a clear proof of activity of this former Affiliate in the last six months/twelve months (for Vice President and above) period. If valid evidence of activity during the six months period is received, Victous will reject the application. However, Victous reserves the right to take final decision on a case-to-case basis. Applicants can not apply under this rule to become a partner in an already existing Victous business.

6.1 Meaning of the Term Dormant:

Term 'Dormant' means that Affiliate:

- Did not conduct field activities & did not hold meetings.
- Did not attend any meetings, trainings, and conventions of Victous Affiliates or any Victous sponsored meetings.
- Did not purchase/sell Victous products as a Affiliate, not done sponsoring of prospects and shall not have presented the Victous Sales and Marketing Plan to any prospect.
- Did not participate in any Victous activity under another 'Victous Affiliate' in the name of parents, siblings or others. When either a husband or wife is a Affiliate, both must fulfil the inactivity requirements before one or both can be registered as a Affiliate. A Affiliate re-registering, pursuant to the provisions of this rule, is not allowed to be sponsored by anyone who was previously above or below him/her in his/her previous line of Sponsorship unless inactivity period has elapsed since the termination of his/her original Victous Business. After moving to a new group, a Affiliate cannot poach persons from his old group except for Affiliates who were inactive for atleast six or twelve months as per policy.

6.2 Corrective Action: If the above provisions are violated, Victous may take corrective action. Victous, at its discretion, may transfer the Business Group and the business volume generated during the period of violation to the original Line of Sponsorship.

6.3 Re-registration of Terminated Affiliate in case of breach of Affiliate Contract – Victous prohibits reregistration of a Affiliate and his or her spouse who has been terminated by Victous. Such persons will be allowed to re-join only at Victous's discretion. Affiliate, intending to sponsor any such person, would be required to take permission in written from Victous Management before sponsoring.

7. CUSTOMER SATISFACTION PROGRAM

We observe an irreversible 100% Satisfaction Guarantee on our products, wherever specified. This assures that consumers of Victous products will be satisfied with their purchases. According to this,

i. If a Customer is not completely satisfied, he/she may return the product to the Victous Affiliate for a 100% refund for the product within 7 days of original purchase.

ii. A Victous Affiliate can return such products back to the Victous within 30 days of its purchase. The Product Refund Policy is applicable on saleable products.

iii. A Victous Affiliate shall guide its Customers on the mechanism to lodge complaint with Victous in accordance with Victous 100% Satisfaction Guarantee. Victous Affiliate shall advise Victous of any customer complaint and provide copies of all correspondence and details of all conversations regarding the complaint within 24 hours of receiving the Complaint from the Customer. Victous Affiliates are not authorized to make any type of offer or compromise or render Victous liable for any complaint or product return.

Whenever there is a request from a customer for honouring the Company Satisfaction Guarantee, the Victous Affiliate shall offer to the customer the choice of:

- Full refund of the purchase price paid
- Exchange with the same or another product of equivalent value. Victous Affiliates are required to indemnify Victous for any claim, legal actions, suit, etc. (including Victous legal fees) which are filed or which originate because of any failure by the Victous Affiliate to observe this rule.

7.1 Product Return Procedure: Victous will accept return of products along with relevant Customer Order Receipt, Product Return Form and related invoice within 30 days of its purchase. In case Victous Affiliate returns product under 100% Satisfaction Guarantee, he/she will have the option to take Credit note (through which the Affiliate can buy same or another product of the same value). Affiliate will be issued amount in his registered bank account.

7.2 Product Return - Other guidelines/notes: This policy will apply on offer invoices as well as free product received under offer as follows – Victous Affiliate returning products purchased under offer may take replacement of invoiced products or offer products with same or any other product/s of same value provided offer conditions are not affected otherwise Affiliate will seize to get the benefit under the offer.

Product Return Conditions:

The Affiliate must return the product(s) to Victous Centres/offices.

- a. Period of return for products is calculated as the number of days from the Invoice Date to the date of receipt at the Victous centre/Office.

- b. The product will be considered as 'Saleable' or 'unsaleable' depending on the condition of the returned stock as assessed by the Returns executive at the Victous Centre/Office.
- c. PV/BV adjustment of Products returned shall be processed in the same week or consecutive. Total PV/BV of the returned products will be deducted from the returning direct seller's account & to their uplines.
- d. The Product Satisfaction Guarantee does not apply to open packs of literature and videos or other sales aids.
- e. Total returns cannot exceed the quantity appearing on the Invoice.
- f. If products are returned by customers directly to Victous, PV/BV adjustment shall be done from the direct seller's account & any excess amount paid shall be recoverable from the direct seller.
- g. Taxes means all taxes levied on Sales in India.
- h. Saleable refers to products that are unopened and sealed and are in "Good to sell" condition.
- i. Unsaleable are products which have been partially used (upto 25%).
- j. Excess stock refers to products greater than or equal to eight in number.

7.3 Exchange Of Product In Case Of It Being Defective.

In case a direct seller/ customer found any product being defective, he/ she shall bring it to the nearest Victous Centre/Office and gets it replaced with the same product.

8. VICTOUS'S OWNERSHIP OF COPYRIGHT

8.1. Victous has a copyright with regards to all its printed material.

- a. Victous forbids reproduction in whole or in parts except with its written permission of any Victous printed material such as text, pictures, diagrams, charts, maps, designs as well as other materials like audio cassettes, video and film recordings.
- b. In any such reproduction by Affiliates a statement as follows should be appended: "Reproduced with the permission of **Victous Lifesciences Private Limited, Address.....** " and shall also include the contact details of the Affiliate.
- c. All rights in the Victous name, trademarks or other intellectual property are the property of Victous and/or its associated companies. Affiliate shall use only printed material received from Victous and is prohibited from printing or disseminating any material with any change in the wording. Upon Resignation, Affiliate shall stop using Victous name and copyright

8.2. Guidelines regarding the use and representation of the Victous name by Affiliates: Victous forbids the use of its name, logo, any trade names, trademarks, service marks or other intellectual property which is the property of Victous or any of its associated

companies without prior written consent. Victous reserves the right to withdraw its consent at its absolute discretion. Victous also forbids an Affiliate from producing or procuring from a source other than Victous, any item bearing the Victous name or logo or any Victous trademarks or trade names or service marks.

8.3. Office Signages: Victous Affiliate operating an office if desires to display Victous Name or logo that is visible to public, he/she must first obtain prior approval from Victous in writing while providing description of proposed signs, its size, location and type/method of installation. This office however shall not be used to service any retail customers. Victous reserves the right at all times to terminate the Association and withdraw permission to use the Victous name if ethical operation are not carried out. The decision of Victous in this regard shall be final.

8.4. Vehicle Sign:

- a. Victous Affiliate must obtain explicit prior written approval from Victous for using Trade name, Trademark, logotype design or symbol on any vehicle.
- b. Victous reserves the right to withdraw permission to use the Victous name on any vehicle if the owner fails to comply with the specified rules and requirements, permits his vehicle to fall into disrepair, violates the Code of Ethics and Rules of Conduct, or is guilty of any conduct prejudicial to the interest of Victous, of which Victous shall be the sole judge.
- c. The Victous name and logotype must be completely removed at the time of selling the vehicle.

8.5. Charitable Events: Victous Affiliate shall not use Victous products and services in conjunction with any charitable activity while soliciting purchase of Victous products/services on the representation that all or a part of benefits, profits, gains generated by such sale will benefit a particular cause/group/organizations.

8.6. Stationary, Promotional Literature etc.: Victous Affiliate must take prior approval in writing for printing stationary bearing Victous Logotype, trade name or trademark by sending exact copy to be used for printing before printing is actually done. Subsequent to the approval, there shall be no deviation whatever from the approved copy.

8.7. Principles regarding advertising: Victous prohibits the use of mass and/or broadcast communication methods such as mass mailing, telemarketing, national or international advertising, television merchandising channels, computer networks including internet or any other means by which personal contact with the prospect is not there, to secure Victous customers. However, Affiliates may use digital media or maintain an Internet Website for use with prospects, provided the contents of such media or Website meets the requirements set within the Affiliate Guidelines and complies with the Terms and Conditions of Victous Business, after obtaining explicit consent and authorization from Victous.

8.8. Penalties for Violators: In case any Affiliate violates any clauses of the code of ethics his Association shall be terminated forthwith.

- a. Shall be prohibited from representing as a Affiliate of Victous and
- b. He cannot use the trademarks and trade name of Victous.
- c. In case he continues to do so then he shall be liable for infringement and a suit for damages and injunction shall be filed at his risk and cost.

9. BUSINESS DEVELOPMENT AIDS OR MARKETING COLLATERALS

9.1. Definition: Business Development Aids or Marketing Collaterals means all products and services (including but not limited to business tools, books, magazines, flip charts and any other printed material, online literature, internet websites, audio, video or digital media, rallies, meetings and seminars (inclusive of tickets for the same), and other types of materials and services) that:

- a. Incorporate or use one or more of Victous's trademarks, service marks or copyrighted works; or
- b. Are designed to solicit and/or educate Prospects, prospective customers or Customers of Victous products or services, or to support, train, motivate and/or educate Affiliates.
- c. Are otherwise offered with an explicit or implied sense of affiliation, connection or association with Victous.

9.2. General Rules on Business Development Aids or Marketing Collaterals

- a. No Affiliate shall be authorized to create, produce, promote, distribute Marketing collaterals (as applicable) to promote their Victous Business.
- b. Business Support material (BSM) shall at all times be entirely optional. Victous Affiliates shall not promote any training or support material as a condition under Victous joining process or explicitly or implicitly presented as necessary for success in Victous Business.
- c. Affiliates may neither give to, nor receive compensation, remuneration or other financial incentives from other Affiliates for the promotion, distribution, offering for sale or sale of BSM.
- d. BSM may not infringe in any way on Victous copyrights, trademarks or other intellectual property rights, or provisions of any other applicable laws, rules or regulations. Affiliates promoting, distributing, offering for sale or selling BSM must obtain appropriate written authorization from Victous in accordance with Section 8 in order to use or affix any trademarks, copyrighted material or other intellectual property of Victous in BSM. Additionally, BSM must not infringe the trademarks, copyrights or intellectual property rights of other Certified Training Providers, other Affiliates or any third parties. All approved BSM must carry the "Victous Affiliate "name and Id number.
- e. For BSM in the form of a presentation offered by Victous, no Affiliate may record the same without the express written consent of Victous.

- f. No Affiliate may use photo of Victous Management without prior written approval from Victous.
- g. Any claim relating to the use, characteristics and/or performance of Victous Products must be reproduced verbatim from official Victous sources, without alteration or modification. No third-party claim for the same shall be authorized in any Business Support Material. Affiliates may, with prior Victous approval, incorporate into their communications or include in presentations reduced to a fixed medium full and exact reproduction(s) of materials set forth in Victous-produced literature, Victous Connect magazines, or Victous-produced labels.

10. SOCIAL MEDIA POLICY

10.1. Definition of Social Media:

This Policy is intended to help Affiliates to apply necessary rules and principles to social media interactions. Affiliates desiring to use Social Media for their Victous Business should review all the documents constituting the Affiliate Contract and adhere to the same while using Social Media such as websites, online tools like blogs, micro blogs, message boards, podcasts, video and photo sharing sites, online communities, wikis etc. that are used to connect and interact online with other people and share any content and information.

10.2. Appropriate Conduct:

- a. Connect with Victous online, join official sites to share posts, videos and photos posted by Victous with your teams, customers and prospects.
- b. Maintain privacy settings while connecting with friends or friend of friends, those Sponsored Affiliates and Sponsor as appropriate.
- c. Self-disclose your affiliation with Victous if you intend to discuss the business on your page; Be truthful and accurate at all times considering your comments reflects upon your and Victous's reputation.
- d. Share positive experiences about Victous products and the Victous business.
- e. Offer participation, support and feedback. When approaching others or entering the conversation, interact positively, be relevant and credible.
- f. Refer questions or other users with questions to Victous.
- g. Remember to abide by the Affiliate Contact for Victous Affiliates. Only some of the applicable rules are listed here for ready reference. Affiliates may clarify any other doubts from Victous.

10.3. Forbidden Conduct:

- a. Do not create pages, websites, accounts or other online sites to sell products.
- b. If someone contacts you online and expresses a desire to buy product or learn more about the business, contact them privately through chats, messages or email.
- c. Do not offer discounts or special promotions not offered by Victous.
- d. Do not create fake Victous or product brand identities. When it comes to naming your page, you are not allowed to use Victous trademarks or trade names.
- e. Do not use Victous logos, Victous Product logos, brand images, photographs and copyrighted text including product literature or Victous BSM's without prior permission from Victous or misrepresent Victous in any way.
- f. Do not make claims about Victous products that are false, misleading or incorrect.
- g. Do not upload photographs / videos / content related to Victous Business, events or products that are not authorized by Victous, false, misleading or incorrect.
- h. Do not upload BSM's of other Affiliates or your BSM's that have not been approved by Victous. *Affiliate conduct and activities while using the Social media for their Victous Business is governed by the Code of Ethics & Rules of Business and the above policy, which are subject to change from time to time. Violation of the Rules and/or this policy may invite action against your Victous Business. Please adhere to the content & platform guidelines covering Social Media, Digital and other Creatives available on Victous Website under Code of Ethics document.

11. CORRECTION OF NAME

11.1. Only spelling corrections will be allowed for applicant and/or co-applicant's name under following situations:

If the error has occurred on part of the Affiliate while filling the form, an application from the Affiliate is required requesting the rectification and enclosing a copy of valid KYC document containing his/her signature like Passport, license, PAN card or signature attested by Bank.

11.2. Applicant can enrol anyone as co-applicant. In case there was no co-applicant at the time of enrolment, an application from the applicant requesting the addition of a co-applicant must be submitted along with a "No Objection" letter from the person joining as co-applicant.

11.3. Interchange of names between the applicant and the co-applicant can be allowed after receiving an application from the applicant requesting the same and a "No

Objection" letter from the co-applicant attached along with. However, it is allowed only if applicant and co-applicant are spouses or blood relatives, a proof of relationship will be required at the time of name interchange along with Valid KYC documents of both parties containing their signature.

11.4. Change of address and phone number: Address change to be accepted only upon a written request from the concerned Affiliate along with a proof of valid address such as a copy of, bank account statement, electricity or telephone bill, passport, voter I-card, Aadhar Card etc. Address proof must be in the name of main applicant and must have the same address as requested for change. Phone number will be changed upon receipt of an application from the concerned Affiliate requesting the same along with a valid proof i.e. copy of the telephone bill.

12. ADHERENCE TO LAW:

Affiliate must strictly adhere to the laws of the land. Affiliate must not engage in any unlawful trade practice as defined by any Central, State or local law or regulation. If Victous determines that any Victous Affiliate is engaged in or operating or participating in an illegal or unlawful activity or enterprise and even upon notification and request by Victous does not refuse or fails to terminate his or her relationship with such illegal or unlawful enterprise or activity, then Victous shall terminate such Victous Business, whereupon the Affiliate shall lose all the right and privileges of a Victous Affiliate.

13. ENFORCEMENT OF VICTOUS RULES OF CONDUCT:

13.1. Violation of Affiliate Contract is completely unacceptable under any circumstances. Victous in its absolute discretion can take disciplinary action, up to and including termination, against any Affiliate who discreetly or indiscreetly violates Affiliate Contract and/or any other guidelines or instructions given in Victous official publications. Victous's decision in this respect shall be final and binding to all parties concerned. In case any violation is observed, Victous Affiliate must report the same to Victous in accordance with the below specified complaint procedure:

- a. Violation must be notified to Victous along with all facts and documentary or other evidence connected with it. Additional information may be requested from any party by Victous with regard to the complaint.
- b. On receiving complaint, Victous will issue show cause notice to the concerned Affiliates to seek an immediate response. The letter shall be issued and sent by Registered Mail to the last mailing address while stating the Rule(s) violated by the Affiliate. Victous may initiate termination or suspension of a Affiliate's business even in the absence of a formal complaint.

13.2. Dual Joining

If in a given situation any Victous Affiliate is found to be holding two (or more) registrations, (In the capacity of Applicant or Co-applicant); Victous at its sole discretion would act in the following manner:

- a. A show-cause notice to be issued to erring Victous Affiliate seeking explanation about this breach. 2. Victous Management to carry out a detailed investigation in this regard and in accordance with the defined Affiliate Contact terminate the Second registration with immediate effect and without having to pay the proceeds accrued under the ambit of Victous Compensation Plan on this registration.
- b. If such case is reported by the defaulting Affiliate to Victous within first 180 days of enrolment of the second registration, then the entire network / genealogy enrolled under the second registration shall be transferred under the first (original) registration of the respective Victous Affiliate. However, in case of delayed reporting of such cases to Victous (beyond 180 days) the second registration of the respective Victous Affiliate will be terminated and the network / genealogy enrolled under the second registration shall remain in the Line of Sponsorship (LOS) where they were originally enrolled and would be passed up to the next up-line Affiliate in the same LOS.

13.3. Suspension of Victous Business:

Victous may employ various actions and procedures to encourage proper Victous business conduct:

- a. Block access to Business Status reports.
- b. Hold payment of commissions, award money, or other additional benefit payable to the Affiliate.
- c. Not allow him/her to attend Victous sponsored seminars, events, meetings, training sessions, home presentations etc.
- d. Prevent him/her from participating in Victous sponsored trips.
- e. Prevent him/her from placing orders on the Victous or sharing opportunities.

13.4. Upon termination of his or her authorization as a Victous Affiliate for any cause whatsoever, the Affiliate shall forthwith:

- a. Cease to identify himself as a Victous Affiliate and shall cease to have all rights as a Victous Affiliate and
- b. Cease to use all trademarks, trade names, insignia, or other industrial property used in or related to the Victous business.
- c. All income being generated after the date of termination.

13.5. In the event that Victous terminates an Affiliate's business pursuant to the violation of Affiliate Contract, the Affiliate will have no claim against Victous arising out of or in respect of the termination. Victous may terminate without affording to give an opportunity to rectify Affiliate's improper conduct where the violation has been of such magnitude as to bring into serious question the right of such Affiliate to continue to operate his business.

13.6. Interim Managers:

Where Victous is of the opinion that the interests of any Victous Business within a particular Line of Sponsorship are being adversely affected by the inability or unwillingness of an Affiliate within the same Line of Sponsorship to properly carry out his/her responsibilities and obligations as an Affiliate, Victous may by notice in writing appoint an Interim Manager to run the business of the violating Affiliate. Such appointment shall apply until resolution of the situation and at the sole discretion of Victous.

14. ZERO TOLERANCE POLICY

This policy is to emphasize that Victous will not overlook any violation of any provisions of the Affiliate Contract defined and printed in any of Victous Publications; no leniency shall be shown in dealing with an Affiliate who is found indulging in adverse conduct or to be in violation of the Affiliate Contract. In addition, Victous can hold the Affiliate responsible for any cost or damages incurred by Victous and/or any other Victous Affiliates if the activities of the Affiliate have the effect of derogating, diminishing, or damaging the reputation of Victous or its products and/or services.

15. MODIFICATION ON THE AFFILIATE CONTRACT

Victous may at its absolute discretion, change, rectify or amend any of Rules of Conduct & Code of Ethics, terms & conditions of Victous Compensation Plan and policies or any other document comprising the Affiliate's Contract from time to time; any such amendment in policy /procedures / new schemes /Victous's initiatives shall be communicated through Victous website www.Victouslife.com/ Victous app (IOS & Android) / Victous magazine / posters displayed at Victous Success Centre or any other published material. The Affiliate has the option to terminate the contract forthwith if the Affiliate does not accept the terms and conditions. In such a case he will be required to send a written communication to Victous. If he continues business after communication of amendment of any document constituting the Affiliate Contract it shall be presumed that the Affiliate has accepted the amendments and is bound by them.

16. RETAILING

16.1. Victous does not permit Affiliates to display/sell its products/ literature through retail stores.

- a. No Affiliate shall permit Victous Products or services to be sold or displayed in retail stores, schools, fairs, ships or military stores; nor shall he or she permit any Victous product to appear in such locations even if the Victous product or services themselves are not for sale.
- b. No Victous point of sale material, literature shall be displayed in retail establishments.
- c. An Affiliate who works in or owns a retail store must operate his or her Victous business separate and apart from the retail store. Such Affiliates must secure customers and deliver products to them in the same manner as Victous Affiliates who have no connection with a store. Other types of retail establishments, which are not technically stores, such as barber shops, beauty shops etc., likewise may not be used to display Victous Products, information about Victous services, or Victous literature. Further, Affiliates may not use mass communication methods such as television merchandising channels, computer networks, national or international advertising, etc., to secure Victous customers.

Exception to above Rule 16.1.3 for Beauty salons, health clubs, Doctors, hospitals, clinics. Display and sale of health, beauty and sport nutrition product are permitted in health and beauty establishment under the following conditions:

- a. The primary focus of the business is service and retail sale of product is incidental to the service provided (e.g. Beauty salons, health clubs, Doctor's clinic).
- b. Only Victous products directly related to the service provided by an establishment will be allowed. For example, a Beauty establishment could display, use and sell only personal care products. A Health establishment could only display, use and sell wellness range of products.

17. PROHIBITION FROM SPAMMING

17.1. Unsolicited e-mail messages: No Affiliate shall send, transmit or otherwise communicate any unsolicited e-mail messages to persons with whom the Affiliate does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending e-mails through newsgroups, purchased mailing lists, "safe lists", or other lists of individuals or entities with which the Affiliate does not have a relationship).

17.2. Employment Postings: If an Affiliate responds to an employment posting for someone seeking an employment opportunity, they shall clearly state within the first paragraph of the response that they are offering a business opportunity. Any materials used with a prospect must be approved by the Corporation in accordance with Affiliate Contract.

18. DE-SPONSORSHIP MEANS REMOVAL OF A AFFILIATE FROM HIS POSITION AS A SPONSOR IN THE LINE OF SPONSORSHIP

De-sponsorship or "de-sponsored from one's Business Group" means the removal of an Affiliate from his position as a Sponsor in the Line of Sponsorship (including, at the absolute discretion of Victous, the removal of the Affiliate's right to ever sponsor again in his current Line of Sponsorship or any other Line of Sponsorship), such removal being effected by written notice from Victous to the relevant Affiliate and becoming effective on the date stated in such notice or on the date of the breach committed whichever is earlier.

18.1. Victous may at its discretion, with or without notice in writing, to an Affiliate either terminate the Victous Business or authorization to operate as an Affiliate or De-sponsor the Affiliate, if one or more of the following occurs (this is an indicative list and includes all such other conducts which in the discretion of Victous are disparaging or diminishes the goodwill of Victous):

- a. If, in Victous's opinion, the Affiliate provided false information in his Affiliate Application.
- b. If the Affiliate makes a misrepresentation of Victous or the Victous business which, in Victous's opinion, is not likely to be satisfactorily remedied by corrective actions.
- c. If the Affiliate makes a material breach of any of the terms of the Affiliate Contract or make a breach and fails to rectify such breach within the time period specified by Victous in its written notice to the Affiliate.
- d. If the Affiliate commits repeated breaches of the Affiliate Contract
- e. If the Affiliate (or, if the business comprises two or more individuals, any of those persons) is convicted of an offence is punishable with imprisonment.
- f. If the Affiliate (or, if the business comprises two or more individuals, any of those persons) is suspended or disbarred from practicing his usual trade or profession by any association, institute or professional society.
- g. If the Affiliate becomes the subject of bankruptcy or winding-up proceedings.
- h. In the event that an Affiliate dies without either an executor or an heir appointed by the executor who wishes to assume responsibility for continuing the deceased's business.
- i. In the event that an Affiliate becomes incapable of managing his affairs due to unsoundness of mind.
- j. If the Affiliate commits a breach of terms and conditions of availing of any value added service including any payment thereof and / of fails to make payment of any products / services provided by Victous.
- k. Does any activity of another company in competition to the business of Victous directly or indirectly.
- l. Defames the Victous and or any of its employees or Affiliates.

- m. Uses the copyright data, information about downlines, conniving with others to harm the Victous Business.
- n. Makes his own organization to promote the Victous Business under its banner.

18.2. The decision of Victous regarding termination or de- sponsoring of an Affiliate shall be final and binding on the Affiliate.

18.3. Termination of an Affiliate means termination of:

- a. All rights as an Victous Affiliate.
- b. All income and benefits of the sales and marketing plan being generated after the date of termination. Termination of the Affiliate's authorization to operate as an Victous Affiliate means the termination of all rights derived from said authorization, and in conjunction therewith, the right to receive any further income from or generated by such business arising or accruing after the date of termination.

18.4. The Process of Termination of De-sponsorship:

The Affiliate, whose authorization is to be cancelled who is to be de-sponsored, shall be given written notice of Victous's decision by Registered Mail and various digital modes of delivery including but not limited e-mail, WhatsApp etc. In addition to complying with the laws of India pertaining to such termination or De-sponsorship, the notice of termination, cancellation, or De-sponsorship shall:

- Be mailed to the last mailing address of such parties as shown and updated in Victous's records, the notice will be deemed to be delivered at the last updated address irrespective of whether the said Affiliate was available on the provided address or not.
- If applicable, state the Rule(s) violated by the Affiliate.
- State the date on which any such action shall become effective, and
- If applicable, advise the Affiliate of his opportunity to appeal Victous's decision to a Review.

18.5. In the event that Victous terminates a Affiliate's business or that an Affiliate is de-sponsored of his Business Group by Victous pursuant to these Rules of Conduct, the Affiliate will have no claim against Victous arising out of or in respect of the termination or De-sponsorship.

19. TERMINATION, DE-SPONSORSHIP OR SUSPENSION BY VICTOUS WITHOUT FORMAL COMPLAINT

19.1. Victous may initiate termination, De-sponsorship, or suspension of an Affiliate's business even in the absence of a formal complaint. Victous shall not, however, take action against the Affiliate until Victous has first offered the violating Affiliate an opportunity to explain and/or justify his conduct.

19.2. Where the violation has been of such magnitude as to bring into serious question the right of such Affiliate to continue to operate his business, Victous may terminate without affording the Affiliate the opportunity to rectify his past improper conduct.

19.3. The Affiliate shall have the right to request a review of the decision by Victous.

20. DISPOSITION OF BUSINESS - PLACEHOLDER POLICY

20.1. Victous reserves its right to dispose any Affiliate position and place in the Line of Sponsorship which is vacant or abandoned either due to termination or de-sponsorship or resignation or by death or due to any other reason in accordance with the present clause.

20.2. Process: In the event that Victous determines that it is necessary to terminate or de-sponsor, the Affiliate Contract or an Affiliate dies without leaving heirs who will assume the operation of the Victous Business or resigns from the Victous business, such Victous business, shall be replaced by Victous as the placeholder acquiring all rights with respect to the said Victous business. The disposition of the business of such Victous business will be determined by Victous in its sole discretion. In exercising its prerogative to determine the disposition of such business, Victous may elect to employ one of the following methods:

20.2.1. Sale/Assignment of Business:

If Victous elects to sell/assign the business, subject to the provisions of the Foreign Exchange Management Act and other applicable laws and regulations, the following will be observed:

- a) The business will be offered for sale/assignment to another Victous Affiliate, as applicable, recognising the order of priority imposed by Rule 8.
- b) The terms of the sale will be set forth in written contract executed between Victous and the purchaser.
- c) The business will remain in its current position in the Line of Sponsorship and will be made a No.2 business of the purchaser.

20.2.2. Dissolution of Business –

If Victous so elects, the business will merge with the business of the first qualified sponsor Upline in the Line of Sponsorship.

20.3. No Limitation on Victous:

Victous, however, is in no way limited to any of the above methods of disposition of a business and may exercise complete discretion as to methods and/or timing of disposition.

21. REVIEW BY VICTOUS

21.1. Suspension of Authorisation Until Decision is made:

In the event that an Affiliate makes use of his right to appeal to the Review Panel, the decision taken by Victous may be suspended until review has taken place and a final decision has been taken by the Review Panel. During this period of suspension:

- a. The Affiliate is not allowed to conduct any Victous related activity,
- b. The Affiliate shall not represent himself as an Victous Affiliate,
- c. Payment of any discounts, Commissions or other monies payable to the business are computed but are held in escrow by Victous,
- d. Whether the weekly Business Volume of the business is to be counted towards title, rewards, bonus qualification, plus any other incentive will be determined by Victous based on the recommendation of the review panel. Recognition at all levels may be withheld by Victous at its discretion.
- e. The Affiliate will not be invited to attend any seminars, Victous sponsored trip within India and Abroad, events, trainings, which may be held during this period, even though they may have qualified for such business seminars prior to the period of suspension.
- f. All references of the Affiliate in print and media of any kind will be removed until the decision of the suspension is taken.
- g. In the event the decision of the Review Panel is rendered in favour of the Affiliate, Victous shall restore full rights and privileges and pay the balance of monies previously held in escrow to the Affiliate. Any administrative costs incurred by Victous during these proceedings may be calculated and deducted from the money which were held in escrow.
- h. In the event of any other decision taken by the Review Panel, Victous shall decide what will happen with the monies held in escrow.

22. RULES REGARDING DEATH

Victous has a pre-determined set of rules that are to be followed in the event of death of an Affiliate and the dissolution of a partnership.

A. DEATH

22.1. In the case of the death of an Affiliate, where there is no nominee:

The business shall pass to the Executor for the deceased Affiliate and the Executor shall receive all or part of the Commissions and privileges earned by the Victous business that he represents, for the period during which he manages it. If Victous is not notified of the appointment of an Executor within 60 days of death of the Affiliate, Victous can

dispose business in accordance with Rule 20 (Disposition of Business - Placeholder Policy).

The Executor of the deceased Affiliate's Business shall as soon as possible after the death of the Affiliate(s), do the following:

If the executor of the deceased Affiliate is already an existing Victous Affiliate then in such cases the executor will be allowed to hold his existing Victous Business along with the Victous Business inherited by him/her and shall not be allowed to run both the businesses separately.

22.2. If a Victous Business belongs to two unmarried persons, and upon the death of the main applicant, the following provisions shall apply:

The legal heir of the deceased main applicant can apply to Victous with all original documents validating his claim, for replacing the deceased name by his / her name within 60 days from the date of the death of the deceased main applicant. In the event, Victous does not receive requisite documents within the stipulated period, Victous shall dispose the said business in accordance with Rule 20 of these Rules or b. Surviving coapplicant shall obtain (by will or sale) the interest of the deceased Affiliate.

23. PROCEDURE FOR FILING AND APPEAL FOR REVIEW:

The request for review must be in writing and may be accompanied by any documents supporting this request. The request must be led within the time specified in the decision letter and is to be addressed to the Managing Director, **Victous LifeSciences Private Limited, Address**. If the request is led after the time limit, the request will be denied and the Affiliate will be notified that his request has been dismissed.

24. MEMBERSHIP OF PANEL:

The Review Panel shall consist of appropriate personnel from the corporate staff of Victous Lifesciences Private Limited as may be determined at that time by Victous.

25. REVIEW PANEL MEMBERS ARE NOT ARBITRATORS

The Review Panel provides an internal procedure for the review of decision as to the termination, De-sponsorship or suspension of an Affiliate. Members of the Review Panel do not, however, act as arbitrators. If the Affiliate initiates litigation prior to the hearing by the Review Panel, the hearing shall be cancelled and the opportunity for review withdrawn by Victous.

26. PROCEDURES FOR REVIEW BY PANEL

26.1. The parties may offer evidence and produce additional evidence independently or as the Panel requests. The Review Panel shall be the judge of the relevancy and materiality of the evidence offered. Strict conformity to legal rules of evidence will not be necessary.

26.2. Final Determination by the Review Panel:

26.2.1. The determination of the Review Panel will be communicated to all parties.

26.2.2. The Review Panel may affirm, reverse or modify the decision of Victous.

26.2.3. If the determination of the Review Panel upholds or calls for termination of an Affiliate, such termination will be confirmed by Victous Limited notifying the Affiliate that either:

26.2.3.1. The termination of his business has been confirmed as effective from the date of termination previously notified to the Affiliate by Victous or His or her business has been terminated by the Review Panel in which event the business shall be deemed to have been terminated by Victous upon and by virtue of service of notice of the Review Panel's decision upon the terminated Affiliate.

26.2.4. In the event that the Review Panel decides upon corrective action other than termination, then:

26.2.4.1. Notification of corrective action other than termination shall be communicated directly by Victous Limited to the offending Affiliate by letter sent by Registered Mail or various Digital modes including but not limited email, whatsapp etc., with either the date for completion of any action by the Affiliate or the dates(s) on which any action shall be taken by Victous.

26.2.5. Victous will take such steps as may be necessary to implement the Review Panel's decision.

26.2.6. The decision of the Review Panel shall not give rise to any liability on the part of Victous Limited or Victous to the Affiliate, including but not limited to loss of profits or goodwill.

28. DISPUTE RESOLUTION:

Any dispute, differences or claim arising out of or in connection with the Affiliate Contract shall be submitted to binding arbitration and shall be referred to the sole Arbitrator appointed in accordance with the Arbitration and Conciliation Act 1996 of India, as amended from time to time. The venue of such arbitration shall be at Vijayawada, Andhra Pradesh and the award of the Arbitrator shall be final and binding on all parties. Subject to the above, courts at Vijayawada shall alone have jurisdiction in relation to the Affiliate Agreement and matters connected thereto. These guidelines are subject to change from time to time. Failure to comply with the rules of conduct and these guidelines may result in action against your independent Victous business.

THESE GUIDELINES ARE SUBJECT TO CHANGE FROM TIME TO TIME. FAILURE TO COMPLY WITH THE RULES OF CONDUCT AND THESE GUIDELINES MAY RESULT IN ACTION AGAINST YOUR INDEPENDENT VICTOUS BUSINESS.