



**CODE OF ETHICS AND PRINCIPLES
OF GREENUSS WELLNESS**

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UNDERTAKING BY BUSINESS PROMOTER

As Greenuss's Business Promoter, I agree to conduct my business according to the following ethical standards:

- a)** I will perform all my duties as an Greenuss Business Promoter and maintain highest standards of conduct. The company expects its Business Promoters to strictly adhere at all times the following guidelines that are applicable to all Business Promoters under the Greenuss Compensation Plan.
- b)** I will at all times follow the Code of Ethics and Code of Conduct in all respects, and strictly adhere to the procedures, systems, guidelines, requirements, policies, and terms & conditions mentioned in it.
- c)** I will at all times adhere to the central and state government regulations, guidelines and rules applicable for the conduct of the business.
- d)** I will not engage myself in any activity that may bring disgrace to Greenuss or any of its products/services which may prove to be detrimental to the goodwill, image/business of the company.
- e)** I will always truthfully present the Products and the Business Plan of the Company and I will only present the literature approved in official Greenuss publications published by the company.
- f)** I shall promptly handle all claims related to exchange and return and I will always follow Greenuss prescribed procedures published by the company in its official Greenuss publications from time to time.
- g)** I shall conduct myself courteously and maintain the highest standards of professionalism and integrity while representing Greenuss, recognizing that my conduct may significantly impact the reputation and business interests of the Company.
- h)** I will neither promote opportunity / products / services of Greenuss's competitors nor will I deal with any of the persons related with those companies.

Code of Ethics and Principles

1. Introduction

- a) **Greenuss Wellness Private Limited**, (herein, "Greenuss" or "Company") is a company incorporated under The Companies Act, 2013 engaged in manufacture/marketing and distribution of cosmetics, skin care goods, natural health products, and such other products or services as Greenuss may market from time to time (the "Products").
- b) Greenuss Code of Ethics and Principles define and establish certain principles to be followed in the development and maintenance of Greenuss' business and the rights, duties, and responsibilities of each Greenuss Business Promoter. The Rules are designed to preserve the benefits available to all the Business Promoters under Greenuss Compensation Plan.
- c) Greenuss and its Business Promoters have a binding contractual relationship. The terms and conditions of this relationship are set forth in the Greenuss Business Promoter Application Agreement & Greenuss Code of Ethics and Principles ("Official Documents") as amended by Greenuss from time-to-time. Greenuss may notify all such amendments to the Business Promoters by publication on its website and other places wherever possible.

2. Definitions

- a) **"Greenuss Business Promoter"** means a person appointed by the Company on a principal-to-principal basis through this Contract to undertake sale, distribution and marketing of Greenuss products and services. Any Business Promoter of Greenuss may introduce or sponsor another Business Promoter and support them to build their direct selling business of Greenuss products and services.
- b) **"Commissions"** means monetary and non-monetary benefits paid in cash or kind as per the scheme of compensation formulated by the company and as displayed on the website time to time and includes bonus, incentives and such other similar benefits by whatever name called.
- c) **"Confidential Information"** means all confidential and proprietary information of Company, including without limitation information derived from reports, research and work in progress, methods of operation, market data, proprietary computer programs and codes, marketing and sales programs, financial information and financial projections, pricing formulae and policies, all other concepts, ideas, materials and information prepared or

performed for or by Company and all information related to the business, products, purchases or sales of Company or any of its suppliers and customers, other than information that is publicly available.

- d) **"Couple"** means legally married spouses as per applicable laws in force.
- c) **"Business Promoter Contract"** shall mean and include the following and all of which are collectively referred to as the **"Agreement"**:
 - i. The Greenuss Business Promoter Application Form.
 - ii. These Terms and Conditions forming part of the Greenuss Business Promoter Application Form.
 - iii. The Greenuss Website Terms of Use and Privacy Policy.
 - iv. The Greenuss Business Plan as amended from time to time which shall be notified on the website (web address).
- f) **"Effective Date"** shall mean the date of submission of the Greenuss Business Promoter Application form, subject to Approval by the Company.
- g) **"Intellectual Property"** includes all licensed copyrights, designs, trademarks, patents, processes and corporate names, computer software licensed by the Company and the goodwill of any licensed business name, secret processes or Confidential Information licensed by the Company.
- h) **"Prospect"** means potential Greenuss's Business Promoter
- i) **"Saleable"** means products that are unused, undamaged, and in their original sealed packaging with all original labels and documentation intact, fit for resale as determined by the Company, and having a remaining shelf life of at least six (6) months. Only such products shall be eligible for return or repurchase.
- j) **"Non-Saleable"** means products that do not qualify as Saleable, including those that are opened, unsealed, used, damaged, tampered with, expired, nearing expiry, lacking original packaging, labels, or documentation, or having a remaining shelf life of less than six (6) months. Such products shall not be eligible for return, refund, or repurchase.
- k) **"Territory"** shall mean the Republic of India

3. Being a Greenuss's Business Promoter

3.1. Eligibility Criteria: Any person above the age of 18 years can become an Greenuss's Business Promoter by submitting an application online with the signed copy of the Business Promoter Agreement and other required documents.

3.2. Login and Activation of the ID of individual: To register as a Business Promoter, a prospect is required to click on the registration tab available on the Company's platform and enter the sponsor ID. Thereafter, the prospect shall fill in the required personal details and complete mobile number verification through a One-Time Password (OTP). Upon successful OTP verification, the prospect shall upload the prescribed identity proof and other required documents. The system shall then generate and display a unique Greenuss ID number, and the prospect shall be required to create a password of their own choice.

Subsequently, the prospect shall review and accept the Direct Selling Agreement electronically, which shall be legally binding as per applicable laws. Upon acceptance, the system shall display the submitted personal details and credentials.

The registered individual may thereafter log in using the generated credentials and complete the profile by providing bank details and uploading KYC documents.

The verification of PAN and KYC documents shall be carried out manually by the Company. Upon successful verification of such documents, the Business Promoter's ID shall be activated by the Company.

3.3. Applicant other than individual: Similar process for registration is to be followed by business entity but in this the entity would be required to submit GST for verification and other such documents of its Company or entity and also in such case manual verification is done by the internal team of the Company, thereafter only the verification is completed.

3.4. Acceptance or rejection of application: Greenuss reserves the right to accept or reject any Business Promoter application to become a Business Promoter without assigning any reasons or explanations whatsoever.

3.5. No joining Fee: Joining Greenuss's business does not involve any fee. Also, it is to be noted that no purchase of goods is required to become a Business Promoter.

3.6. Prohibited Activities: Greenuss Business Promoter shall not misrepresent actual or potential sales, earnings or advantages of Direct Selling to any prospective Business Promoter and shall not ask for

- a. Joining fee

- b. Purchasing goods in an unreasonably large amount.
 - c. Purchase any specified amount of products
 - d. Purchase brochures/catalogues and any other training material
 - e. Purchase tickets for Seminars/trips/other meetings
- 3.7. Orientation session:** Business Promoter must undergo mandatory orientation session to understand the business of Greenuss, the remuneration system and how the commissions are distributed.
- 3.8. Effective Date and Authorisation for order:** An application shall be considered accepted when the Company issues ID and password to the Business Promoter and thereafter a Business Promoter is entitled to order product(s) from Greenuss's website under the tab "Store".
- 3.9. Validity of the term of Business Promoter:** A Business Promoter shall continue to remain a Business Promoter for Greenuss unless terminated as per Clause number 17 of this Code of Ethics and Principles.
- 4. Duties and Obligations of the Business Promoter:** Business Promoters are the independent distributors of the Company. They should be aware of all the policies, products of the Company and shall suitably educate themselves of all the aspects of the Company. They hold following duties and obligations:
- 4.1. Compliance with the official documents:** Business Promoters must adhere to all the terms and conditions set forth hereunder and in Business Promoter Agreement. If the Business Promoter does not agree to be bound by any amendment(s), he/she/they may terminate the Business Promoter Agreement with immediate effect by giving a written notice of 7 days to the Company.
- 4.2. Obligation towards Customers:** Business Promoter should always present themselves in the courteous and considerate manner. It shall not pursue customers to purchase unreasonably large number of products and shall hold following responsibilities towards the customers:
- a. Should seek prior appointment for visit and shall always carry their identity card.
 - b. Provide truthful and following information to the customer at times of sale:
 - i. His/ her name, Greenuss ID number, details of Greenuss business and its products
 - ii. Provide complete details on product return policy, payment and credit terms, guarantee terms and after-sales services.
 - iii. Fix time and place for inspection of the sample and delivery of goods
 - iv. Provide the receipt of the product being supplied.

- v. Details of the consumer redressal mechanism.
 - c. Business Promoter shall always make fair representation of goods and services to customers and shall adhere by guidelines of the Direct Selling.
- 4.3. Other Duties:** A Business Promoter 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.
- An Greenuss Business Promoter is only allowed to deal in Company's products and cannot participate in any manner whatsoever in any other direct selling business during the tenure of Business Promoter Agreement.
- 5. Duties and Obligations of Greenuss:** The Company shall have following duties and obligations for the growth and maintenance of business as following;
- a) issue proper identity document(s) to its Business Promoters which can be downloaded from the website by following the link www.Greenuss.com/in and shall contain details such as Greenuss ID number, Name, Date of Issue of ID card and such other details as may be decided by Greenuss from time to time
 - b) maintain proper records either manual or electronic of its business dealings, with complete details of their goods, services, terms of contract, price, income plan, details of Business Promoters, including but not limited to enrolment, termination, active status, earning etc;
 - c) maintain a "Register of Business Promoters" wherein relevant details of each enrolled Business Promoter shall be updated and maintained. The details of Business Promoters shall include and not be limited to proof of address, proof of identity and PAN.
 - d) maintain proper and updated website with all relevant details of Greenuss, contact information, its management, products, product information, product quality certificate, price, complete income plan, terms of contract with Business Promoter and complaint redressal mechanism for Business Promoters and consumers.
 - e) Provide Business Promoters with periodic account statements and relevant information relating to sales, purchases, earnings, commissions, bonuses, and other applicable details in accordance with their agreement with Greenuss. Such information shall be accessible to Business Promoters at any time through their respective profiles on the Company's website. All financial dues shall be paid in a timely manner, subject to applicable deductions and withholdings as required under prevailing laws.

- f) monitor the value of the purchases of all its Business Promoters on a monthly basis and once the purchase value crosses the GST threshold, it shall intimate the Business Promoter to pay the GST.
- g) be required to provide correct, complete and accurate details, including those of the Business Promoters to central or/and state government, local authorities, government department as and when required so that its activities can be monitored and supervised in such a way so as to ensure compliance of the Direct Selling guidelines.

6. No employer-employee- relationship:

Greenuss's Business Promoter agrees that he/she is an independent contractor of the Company and will work on principal-to-principal basis. The Business Promoter will neither be an employee nor an agent of the Company and will build his/her own business and shall be responsible for compliance with all matters associated with payment of all tax, pension, insurance contributions or other business, legal and personal expenses. He/ she shall be governed by terms and conditions of Business Promoter Agreement and other conditions set forth in official documents.

7. Rules governing Distributorship of Couple

- a) The registration of couple (legal couples) shall be divided into primary applicant and secondary applicant, and registration and withdrawal procedures are the same as other individual Greenuss Business Promoter. (However, if the primary applicant withdraws, the secondary applicant is automatically withdrawn.)
- b) Individuals who are legally married as husband and wife shall join Greenuss under one Greenuss ID Number , and each person may choose to be either primary or a secondary applicant for distributorship. If primary applicant resigns from Greenuss, secondary applicant will be terminated automatically.
- c) Commissions shall be disbursed to only the primary applicant, and all tax related responsibilities, including reporting and payment of income tax, GST, levies, Surcharge and other applicable taxes shall lie with the primary applicant.
- d) Primary applicant and secondary applicant shall be considered as Greenuss Promoters, only if they are registered as a couple. This includes right to participate in any promotional offers as well,
- e) Husband with more than one legal wife can elect only one wife for the husband-and-wife partnership, subject to the applicable law in force. Other remaining wives who wish to be a Business Promoter must be sponsored under this husband / wife partnership.
- f) If and when two Business Promoters become legally married couple, each may keep their Distributorship only if both are Greenuss Business Ambassador-

Rank Holder or above before the marriage. Failing this, the distributorships shall be consolidated into a single distributorship, as mutually decided by the couple and notified to Greenuss within sixty (60) days from the date of marriage.

- g) Once it is found out that husband and wife are operating under different Greenuss ID Numbers and in violation of these rules, duplicate distributorship shall be subject to disciplinary action.
- h) Application for or changes regarding Couple must be submitted using one's legal name, and all information submitted must be true.
- i) Where a married couple of Business Promoters holding the rank of Greenuss Star or above are found to be registered under two separate Greenuss ID numbers, resulting in duplicate registration, the commissions associated with both IDs shall be subject to review. If the later ID has been registered within one (1) year, commissions shall be reviewed for a period ranging from a minimum of one (1) month up to three (3) months. If the later ID has been registered for more than one (1) year, commissions shall be reviewed for a period ranging from a minimum of three (3) months up to twelve (12) months. Based on such review and the bona fides of the case, Greenuss may, at its discretion, terminate the later ID and/or withhold commissions.
- j) In cases of duplicate registration involving married Business Promoters holding the rank of Greenuss Star or above, such Business Promoters may be issued a warning and the later ID may be terminated. The Company's decision in this regard shall be final and shall be based on the merits and bona fides of each case.
- k) Any request for changes relating to couple registration shall be submitted through the "Support" tab available in the Business Promoter's profile on the Company's website. Business Promoters may raise their concerns and upload the required details or documents through the said portal for further processing by the Company.

8. Correction and Change:

- 8.1. Correction of spelling errors in the name of a Business Promoter is permitted; however, change of the Business Promoter's name through the app shall be allowed only in the following cases:
 - a. **Inheritance upon death:** In the event of inheritance, the procedure specified in the Greenuss Code of Ethics and Principles shall be followed. Requests shall be submitted by raising a ticket through the "Support" section available under the Business Promoter's Profile on the Company's website, along with the required documents.
 - b. **Legal change of name:** Where a Business Promoter's name has been changed in accordance with applicable law, a request may be submitted by

raising a ticket through the "Support" section under the Profile tab on the Company's website, along with valid supporting documents issued by the competent authority.

- c. **Change in name of business entity:** Change in the name of a registered business entity shall be permitted subject to submission of documents issued by the appropriate government authority. Requests shall be initiated by raising a ticket through the "Support" section under the Business Promoter's Profile on the Company's website and providing the necessary details and documents.

8.2. Change of address and phone number:

- a) A Business Promoter seeking change of address shall submit the request through the "Support" section available in the Business Promoter's profile on the Company's website and upload valid proof of address, such as a Passport, Voter ID Card, Aadhaar Card, or Driving Licence. The address proof must be in the name of the applicant and must correspond to the address requested to be updated.
- b) A Business Promoter seeking change of registered phone number shall submit the request through the "Support" section in their profile and upload valid supporting proof as required by the Company.

The Company shall review and process such requests through the Support portal and may require additional information or documents where necessary for verification.

In the event it comes to the Company's notice that any change of name, address, or contact details has been obtained through wilful misrepresentation, fraud, or unfair means, the Company reserves the right to terminate the Business Promoter Agreement forthwith without prior notice.

9. Greenuss Compensation Plan: -

- 9.1. **Eligibility:** Business Promoter is eligible to be paid Commissions and granted rewards pursuant to the currently published Greenuss Compensation Plan and if he/she/it is not in breach of the Agreement, Greenuss's Code of Ethics and Principles, Greenuss Compensation Plan, and has otherwise complied with the requirements. Commissions and bonuses are paid ONLY on the sales of Greenuss's Products. No bonuses are paid on the purchases of goods/services for an amount/ quantity that exceeds the amount expected to be

consumed/ sold or resold to consumers and marketing material like brochure and catalogues, or the recruitment of Business Promoter.;

9.2. No Earning Guarantee: It is hereby clarified that the Business Promoters are neither guaranteed a specific income nor assured any level of profit or success. His/her/its profit and success can come only through the successful sales of products and the activities of other Business Promoters in their downline.

9.3. Payment: Upon a Business Promoter being found eligible to receive commission, Greenuss shall notify the Business Promoter of such entitlement. Upon receipt of the notification, the Business Promoter shall update their bank account details by filling in the requisite fields in their profile on the Company's website.

The bank account provided must be held in the name of the Business Promoter only. If it is discovered that incorrect or third-party bank details have been furnished, Greenuss reserves the right to terminate the Business Promoter Agreement with immediate effect. Further, any commission credited to a third-party account due to incorrect bank details shall be refunded forthwith by the Business Promoter to Greenuss.

Commissions shall be paid in accordance with the timelines, terms, and eligibility criteria specified in the Greenuss Compensation Plan.

9.4. Adjustments of Commissions: Where a Product is returned to Greenuss for refund, the commissions, promotions, incentives, and any other rewards attributable to such returned Product(s) shall be deducted from the next eligible commission payable to the Business Promoter. In the event the full amount is not recovered, the balance shall continue to be adjusted against subsequent eligible commissions until complete recovery is made from the Business Promoter who received such commissions, promotions, incentives, or rewards in respect of the refunded Product(s).

9.5. Clarification regarding payment and calculations: If a Business Promoter wishes to seek clarifications regarding payment and calculations of his Commissions, Promotions, Incentives or any other rewards, he/she/they must intimate Greenuss by sending email at care@greenuss.com or in writing to Greenuss's corporate office at Greenuss Wellness Pvt. Ltd., KV 21, Krishna Vihar, Near HDFC, Patrapada, Bhubaneswar, Khorda-751019, Orissa within ten (10) days of the date of the purported error or incident in question. Greenuss will not be responsible for any errors, omissions, or problems not reported within ten (10) days.

Greenuss may charge a processing fee for additional services requested if any by the Business Promoter. Greenuss shall inform beforehand details of such processing fees.

10. Use of Greenuss Name, Trademark, Copy righted material and Greenuss's Intellectual Property Rights

- a) Trademarks: The name Greenuss and the names of all Greenuss products are the trademarks of and owned by the Company and the Company alone is authorized to produce and market products and literature under these trademarks. Use of the Greenuss's name on any item not produced or authorized by the Company is strictly prohibited.
- b) Greenuss Literature: Only official Greenuss literature may be used for representing Greenuss's products and/or Compensation Plan. Greenuss literature must not be duplicated or reprinted without prior written permission from Greenuss. Banners, trade show materials, and other related promotional material, must be approved in advance in writing by Greenuss.
- c) Business Promoters agree not to advertise Company products or services in any way other than the advertising or promotional materials made available to Greenuss's Business Promoters by the Company.
- d) The Business Promoter gives his/her explicit consent that license to use Greenuss's trademark, trade name, logos shall be granted to him/her/it on a non-exclusive basis.
- e) Business Promoters shall be liable to Greenuss for damages that may arise out of the misuse of Greenuss's intellectual property rights except to the extent specifically permitted by Greenuss.
- f) Business Promoter shall not reproduce, in whole or in part, any printed material or audio or visual recordings or any other material capable of being Intellectual Property that have been produced by Greenuss unless given prior written authorization to do so by Greenuss. These materials form part of the Intellectual Property whether registered or unregistered and are considered proprietary to Greenuss.

- 11. Internet and Website Policy:** Greenuss forbids sale of Greenuss products through personal websites (bidding sites, blog, homepage, café, etc.) and/or internet shopping malls and other portal/ e-commerce sites. It is also illegal to use Greenuss's logo and/or name on personal websites or business tools/materials without the Greenuss's consent.

12. Changes in the Ownership of Distributorship

12.1. Inheritance: Upon the death of a Business Promoter, the Business Promoter's rights and interests may be passed on to their legal heirs, subject to fulfillment of criteria specified to become a Business Promoter and by giving consent to the terms and conditions of written agreement, Greenuss's Code of Ethics and Principles, Greenuss Compensation Plan, and other documents.

12.2. Divorce of legal couple:

- a. In the event of divorce, either spouse may, with the written consent of the other, continue the distributorship pursuant to a written assignment executed by the relinquishing spouse authorizing the Company to deal exclusively with the non-relinquishing spouse in relation to the distributorship.
- b. Alternatively, the spouses may continue to operate the distributorship jointly on a business-as-usual basis. In such circumstances, all commissions, compensation, and other payments payable by the Company shall be made in the joint names of both spouses, and the manner of division of such payments shall be mutually agreed between them. The Company shall not be responsible for any disputes arising out of such mutual arrangements.

12.3. Transfer or Sale of Distributorship: Any transfer or sale of a distributorship shall be subject to the prior written approval of the Company. The Company reserves the sole right to approve or reject such requests, and the Business Promoter shall be bound by the Company's decision.

All requests and communications in this regard shall be submitted by raising a ticket through the "Support" section available in the Business Promoter's profile on the Company's website. Upon submission of the request, the Company shall review the same and may reach out to the Business Promoter for further information, clarification, or documentation, as required.

13. Consumer Redressal Mechanism: Pursuant to the Direct Selling guidelines, Greenuss has prepared a step-by-step process for Complaint/Grievance redressal. Complaint/Grievance redressal is made available on Website and customer support centre will also guide Business Promoters for any assistance Greenuss will be liable for grievances arising out of sale of products, services or business opportunity by its Business Promoters. All complaints received over phone, email, website, post and walk-in shall have a complaint number for tracing and tracking the complaint and record time taken for redressal. Business Promoters are advised to refer the detailed

Grievance redressal policy on website containing the method and process of registering, tracing, tracking, checking and resolution of all complaints.

14. **Cooling Off Period:** Company also offer to its Business Promoter a 07-day cooling off period from the date of his/her joining, within which the Business Promoter may cancel the contract without being subject to any penalty and seek refund for any Product purchased within such time upon returning such Product in Saleable Condition.
15. **Product Return Policy:** Company has adopted the following policy, in respect of handling product return and refund. The purpose of this policy is to establish a clear understanding between Greenuss and its Business Promoters, defining the conditions under which goods may be returned for replacement or refund credit.
16. **Enforcement of the Greenuss Rules of Conduct**
 - a) Violation of the Greenuss's Rules of Conduct is an extremely serious matter, not only because of the effect it may have on the business of an individual Business Promoter, but also, the result this conduct may have on the opinions of the Greenuss's business held by the public, the media and government officials.
 - b) Greenuss will make every effort to correct any violation through guidance and counselling, further action may be required in more serious cases including, but not limited to the following, which may be applied by Greenuss in any order or in any combination:
 - i. Conduct reorientation meetings and charge back the expenses to the Line of Sponsorship;
 - ii. Suspension period for the offending Greenuss's Business Promoter;
 - iii. Suspend invitations to company-sponsored trips,
 - iv. Suspend authorisation to conduct sponsoring activity
 - v. Hold / forfeit payment of commissions, higher award monies, or other monies payable to the business.
 - vi. Termination of the offending Greenuss's Business Promoter.
 - c) Greenuss will allow the Business Promoters to implement the appropriate corrective action within the time limit specified in the decision letter. However, if compliance has not occurred on expiration of the time limit, Greenuss will take further enforcement action directly. Notice of such action shall be given by letter addressed to the violating Greenuss's Business Promoter, with a copy sent to the violator's Senior and to the complaining Business Promoter. Such letter shall be sent by Registered Mail/email.
 - d) If Greenuss is unable to settle the matter informally and if the appropriate corrective action is deemed by Greenuss to be other than termination, then

Greenuss will forward a decision letter to the violating Business Promoter, as well as the Business Promoter and the Senior in the Line of Sponsorship of the violating Greenuss business. The decision letter will list the specific complaint(s), outline the corrective action to be taken and, if appropriate, setting a time limit for compliance.

- e) On receiving the notice of violation, Greenuss will notify the appropriate Business Promoters of the complaint and request an immediate response. If the complaint and response do not contain sufficient facts upon which to make a decision, additional information may be requested from any party by Greenuss.

17. Termination and De sponsorship of Greenuss's Business Promoter:

- a) Termination of a Greenuss Business Promoter shall result in termination of all agreements and contractual arrangements between the Company and the concerned Business Promoter. With effect from the date of issuance of the termination notice, the Business Promoter shall immediately cease to hold any rights, interests, privileges, or entitlements associated with the distributorship, including any commissions, bonuses, or incentives arising from the Greenuss business.
- b) When an Greenuss business is terminated, the former Business Promoter loses all his/her position in the network, including, but not limiting to, bonus ranks and eligibility.
- c) Greenuss has the right to terminate the agreement in the event of a serious breach by Business Promoter of these Rules and terms and condition of Greenuss Business.
- d) Greenuss has the right to terminate the agreement in the event the Business Promoter promotes or sell products or businesses of other or similar direct selling companies to Business Promoters of our company.
- e) Greenuss reserves the right to terminate contract, with reasonable notice, where no purchase of goods or services for the period of one year since the contract was entered or since the date of last purchase made by Business Promoter and in case of any violations of Greenuss's Code of Ethics and Principles, Greenuss Compensation Plan, Greenuss Policies and Procedures and any other non-compliance.
- f) A Business Promoter whose distributorship has been compulsorily terminated shall not be eligible to reapply for registration for a period of one (1) year from the date of termination. Any reinstatement or re-approval thereafter shall be subject to the sole discretion of the Company.
- g) Upon termination of his or her authorization as a Business Promoter for any cause whatsoever, the Business Promoter shall forthwith:
 - i. Return, in good condition, all Greenuss Products and Greenuss distributed

- products in his possession.
 - ii. Cease to use all trademarks, trade names, insignia, or other industrial property used in or related to the Greenuss business, and
 - iii. Cease to identify himself as an Greenuss Business Promoter.
- b) Greenuss may initiate termination or suspension of Greenuss Business Promoter business even in the absence of a formal complaint. Greenuss shall not, however, take action against the Business Promoter until Greenuss has first offered the violating Greenuss Business Promoter an opportunity to explain and/or justify his conduct.
- i) Where the violation has been of such magnitude as to bring into serious question the right of such Business Promoter to continue to operate his business, Greenuss may terminate without affording the Business Promoter the opportunity to rectify his past improper conduct.
- j) The Business Promoter shall have the right to request a review of the decision by the Managing Director of Greenuss, whose decision shall be final and binding.

18. Re-registration of Business Promoter:

- a) Greenuss prohibits re-registration of a Business Promoter and their spouse who has been terminated by the company. Such persons will be allowed to re-join only at company's discretion.
- b) In case a Business Promoter has terminated his agreement then he/she/it can re-join after one year (12 months)
- c) To apply for re-joining as a new Greenuss's Business Promoter, the Business Promoter must submit -
 - i. Earlier ID Number.
 - ii. Declaration of dormancy/inactivity.
- d) The term "Inactivity period" means the period of time after which a person withdraws from his activities without any activity related to the following business.
 - i. Conducting sales activities in violation of written agreement, Greenuss's Code of Ethics and Principles, Greenuss Compensation Plan, Greenuss Policies and Procedures.
 - ii. Any activity that participates in education, promotion, sales and support (or sponsorship) activities related to Greenuss Business.
 - iii. Any kind of direct or indirect participation in Greenuss seminars, sale or purchase of Greenuss products, solicitation of prospective Business Promoters of Greenuss, association with any Education Centre.
 - iv. Purchase of products for the purpose of business.

- c) If withdrawn Business Promoter fails to comply with the prescribed period of inactivity, the Company reserves the right to re-allot the distributorship previously assigned to such Business Promoter and/or extend the period of inactivity, as it may deem appropriate.

19. MISCELLANEOUS PROVISIONS

- 19.1. Rights of the Company:** Company reserves the right to limit the sales of its products or services to any person, geographic region or jurisdiction. It may exercise this right on a case-to-case basis. Also, it reserves the right to limit the quantities of any products or services that it offers. Company also has the right to discontinue any product at any time and prices for all products are subject to change by giving a notice on website.
- 19.2. Indemnification:** The Business Promoter shall indemnify, defend and hold harmless Greenuss and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses (including consequential loss), liabilities (including taxation liabilities), expenses, damages and costs, including reasonable attorneys' fees and court costs, proceeding or demand of any nature howsoever arising, whether present or future, fixed or uncertain, actual or contingent, known or unknown arising or resulting from any breach of these Terms and Conditions or due to any unlawful conduct committed by the Business Promoter including a breach of Rights of third parties.
- 19.3. Amendment:** Business Promoters must adhere to all the terms and conditions set forth hereunder and in Business Promoter Agreement. If the Business Promoter does not agree to be bound by any amendment(s), he/she/they may terminate the Business Promoter Agreement with immediate effect by giving a written notice of 7 days to the Company. Otherwise, the Business Promoter's continued relationship with Greenuss constitutes an affirmative acknowledgment by the Business Promoter of the amendment(s), and his/her/their agreement to be bound there to.
- 19.4. Severability:** If any provision of these terms and condition laid down is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 19.5. Waiver:** The failure or neglect by a party to enforce any of the rights under this Agreement will not be deemed a waiver of right or waiver of that particular right for subsequent conduct.

- 19.6. Disclaimers:** Information provided by Greenuss is only for educational and informational purposes. It shall not be a substitute to the advice of healthcare professional and shall not be construed as any kind of medical advice. Statements are not intended to diagnose, treat, improve, benefit, cure, or prevent any disease, medical condition, or health concern or physical goals. Thus, professional advice is required for each particular illness, disease, infection, injury or other medical or health condition and for dosages or usage instructions in relation to any health-related product or service made available for sale on the Website.
- 19.7. Confidentiality:** Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Greenuss, which each Business Promoter shall hold as Confidential Information. Each Business Promoter agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with Greenuss or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the Greenuss program in accordance with the Agreement. This provision shall survive the termination or expiration of the Business Promoter agreement. This clause is to be read in conjunction with intellectual property clause mentioned in the Website terms of use.
- 19.8. Force Majeure:** The term force majeure shall include, but not be limited to fires, floods, lightening, disease, acts of God or the public enemy, embargoes, strikes, lockouts, wars (declared or undeclared), riots, civil commotion, interference by civil or military authorities, terrorist acts, Government actions, order(s) or request (s), including (without limitation) certification, clearance or other document, or any other cause or contingency beyond the control of Greenuss in any of the aforesaid events. Greenuss shall not be liable for failure to perform or any delay in performance of services when and to extent that such failure or delay is due to force majeure. If the duration of Force Majeure exceeds thirty (30) days, either Party may be entitled to terminate this Agreement upon prior written notice to the other Party.
- 19.9. Limitation of liability:** Companies liability whether under agreement or otherwise, arising out of or in connection with this agreement shall not exceed the lesser of a) actual damages or loss accessed by the arbitrator b) the total commission earned by the Greenuss Business Promoter during one month period preceding the date of the dispute.
- 19.10. Governing law & Jurisdiction:** These Terms, any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity,

termination or enforceability and all transactions entered into on or through Greenuss's Website shall be interpreted, construed and governed by the laws of India which shall be applicable to these Terms without regard to principles of conflict of laws.

19.11. Dispute Resolution Mechanism: Greenuss and Business Promoter shall endeavor to settle any dispute or difference arising out of or in connection with the Business Promoter agreement through mutual discussions within 30 days of such dispute arising. The Business Promoter agrees that in the event it is not satisfied by any decision of Greenuss or in the event that any issue raised by the Business Promoter has remained unresolved for a period of more than two months, and / or during the subsistence of this Agreement or upon or after its termination, any issue or dispute that the Business Promoter may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by Greenuss. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 by a sole Arbitrator. The venue of such arbitration shall be at Bhubaneswar, Odisha and a sole Arbitrator shall be mutually appointed by both the parties. The award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Bhubaneswar, Odisha shall alone have jurisdiction in relation to the Business Promoter Contract and matters connected here to.

19.12. Service of Notices: Any notice required to be served by either Party to the other under this Agreement shall be deemed to be duly served if in the case of Greenuss, it is delivered by hand or registered post at the following address:

Greenuss Wellness Pvt. Ltd.- KV 21, Krishna Vihar, Near HDFC, Patrapada, Bhubaneswar, Khorda-751019, Orissa

And in the case of Business Promoter, if the notice is delivered by hand or sent by registered post at the address available in the database of Greenuss as updated from time to time based upon the request from Business Promoter issued in this behalf to Greenuss.

19.13. Non-Assignability: The Business Promoter hereby accepts and acknowledges that the Agreement has been entered into on a personal basis. This Direct Selling agreement, any right, interest, obligation arising out of this Agreement, cannot be assigned or transferred by the Business Promoter. Except as specifically mentioned in Greenuss's Code of Ethics and Principles (as amended from time to time).