

Code of Ethics

Distributors are required to observe the Feonnaa code of Ethics at all the times. The company reserves the right to terminate distributorship at any time for any violation.

Upon enrolment, distributors are expected the following:

I will follow the highest standard of honesty and integrity in the Feonnaa business.

I will present the company's marketing plan accurately and honestly, clearly portraying the level of effort required for achieving success.

I will not make negative or disparaging remarks about the company, its products, officers, employees or other people and products. I will be respectful to the company as well as direct selling business.

I will not retail the products of Feonnaa Herbals through retail outlets.

I will not instigate, encourage, indulge and teach downlines for bonus rebate/refund of commission in order to become more competitive on pricing.

I will not use the company's trade name(s), information, literature, advertising material, and gathering of people or other resources including intellectual property to introduce and promote interests of any entity other than the Company.

I will strive to ensure that my customers and fellow distributors are satisfied with the Company's product and my service.

I will abide by the Feonnaa Distributor's Rules & Regulations at all times

I will not resort to any fraudulent act in promoting the Company's business at the expense of Company and fellow distributors.

During continuation and thereafter I will not do anything that may adversely affect the company, its reputation and business.

RULES & REGULATIONS

The following Feonnaa Herbals rules and regulations of Feonnaa Herbals a brand of Lamina Research Center pvt. Ltd. (the Company) formulated and implemented for safeguarding rights and dignity of the distributors while regulating conduct of business. To mold yourself as a responsible and ethical distributor of Feonnaa, you must understand and abide by the policies of the Company and these rules & regulations; any violation of the same can result in termination of your distributorship.

The Company reserves the rights to amend its policies, rules & regulations without prior notice or clarification. You are expected to browse the Company's website from time to time and keep yourself abreast with updated policies, rules & regulations.

1. Eligibility to become a Distributor of Feonnaa:

A. Individuals

- a) Individual aged 18 yrs. and above can apply to be a distributor of the company
- b) The Company has absolute discretion to decide whether to accept or reject an application.
- c) Distributor of the Company is not an agent, representative or employee. The relationship is on principal to principal basis.
- d) All applications must be sponsored by an existing distributor.
- e) Wife and Husband constitute a single unit for the purposes.

B. LEGAL ENTITIES (Such as HUF, Partnership Firms, LLP, Company, Society and Trust)

- a) In such cases registration shall be in the name of the legal entity
- b) A copy of the constitution, deed, articles of association along with certificate of institution/incorporation, as may be applicable for the entity and PAN card should be submitted along with the application form. In case of HUF, copy of PAN card should suffice.
- c) Liability and entitlement of such entity is as per law of the land. Bonus payment would be made by the company in the name of the entity.
- d) Any change in constitution of the entity should be intimated to the company and a fresh application form should be submitted along with the new /updated constitution.
- e) Company will communicate only with a person/ official duly authorised by the entity underwritten intimation to the Company in advance.
- f) In case of dissolution/winding up/insolvency of the entity, bonus entitlement/arrears, if any shall be released to the successor entity upon submission of proof acceptable to the company. Claim(s) in this respect shall not be entertained after 90 days from the incident of dissolution /winding up or declaration of insolvency.

2. PROCEDURES FOR DEALING WITH INSTANCES OF VIOLATION

The Company provides guidance and advice to deal with situations involving breaches and violation of its policies and these rules and regulations. The company shall also take appropriate action against the distributor(s) involved. In the event of any violation, the following procedure needs to be observed.

- a) A complaint has to be lodged immediately upon coming to know about violation of any and all policies, Rules and Regulations. The complaint must fill in the Customer Feedback Form by giving details of the alleged violation, also he/she requires to inform his/her up line about the complaint.
- b) Upon receiving the complaint, company shall immediately notify the distributor involved, requesting a swift response by way of a chance to explain his/her case. Company may in appropriate cases institute such action Suo moto.
- c) In case of inadequate information, the company may request for more details from either party.
- d) If the Company is convinced that the only way to restore normally is to suspend or terminate distributorship, it shall convey its decision by writing a letter to the distributor concerned. The letter shall be posted through Registered mail/Courier to the last known address of the distributor as listed in Company's database and the post mark shall be taken as proof of receipt. The Company reserves the right to take necessary action against the terminated distributor including seeking compensation, recovery, damages and legal cost incurred, if any. However, the Company reserves the right to amend or modify any part of the above decision if and when such need is felt by the Company.

3. REPRESENTATION MADE BY DISTRIBUTORS

- a) Distributor(s) should not exaggerate or misrepresent benefits associated with the company, association with the company and the company's product and services.
- b) Distributor(s) must know and convey that earnings come only through hard work, committed and consistent efforts.
- c) Distributor(s) shall not make claims other than what mentioned in the Company's plans and literature about products, quality and earnings. Company has the unconditional rights to take any and all actions including seeking damages for distributor's action/inaction inviting causing ill repute/loss to the company for wrong declaration or misrepresentation.

4. LABELING, PACKAGING AND PRICING

- a) The product description, labelling, pricing and packaging done/determined by the company is final and sacrosanct. No alteration is permissible in these respects. Distributor(s) are not authorised to re-label, repack, and alter description or sell products loose or in a form not originally caused by the company or at a price not fixed by the company. Allegations against distributor(s) for contravening this rule shall be investigated and appropriate action will be taken.

5. PRODUCT RETURN POLICY

In case of any dissatisfaction, manufacturing or packaging defect, customers/Distributors can return/exchange the product. The customers/Distributors must contact the Distributor/Company from whom they had purchased the same, within 30 days from the date of purchase. They must provide a reason and return the said products. In case the customer returns the product, it is the distributor's obligation to satisfy the customer's need for money refund or replacements of products.

The Distributor can then return these products, with original Invoice to the Company. The Company will replace these products free of cost or if the distributor does not want the same products, the Company will give a cash voucher of the same amount, which can be used by the Distributor for purchasing products of their choice.

- Product Return Form
- Reason for return
- Copy of Invoice
- Products to be returned

6. BUY BACK POLICY

The Company provides a Buy Back Policy to the distributor who wishes to resign from his/her distributorship and return any Feonnaa Herbals products that are in good condition, useable, resalable, restock-able, unopened, unaltered and must have a shelf life of at least four months.

If the Distributor resigns within 30 days from the purchase of the products, Feonnaa Herbals shall provide a full refund for the products to the Distributor.

If the Distributor resigns from his/her distributorship after the expiry of 30 days from the date of purchase of products from Feonnaa Herbals, the amount refunded will be equal to distributor cost of the products being returned.

7. CROSS SPONSORING

No cross sponsoring of distributorship shall be allowed "Cross Sponsoring" in this context

Means:

- a) Signing up an existing distributor from another group
- b) Signing up under another sponsor to operate his/her distributorship when his/her distributorship is still valid.
- c) Allowing other people or relative to use his/her distributorship to do business.

In the event of cross sponsoring the following action shall be taken:

- a) The distributorship of the person who signs up other distributors or spouses of distributors of another group shall be terminated. All distributors involved shall be transferred back to the original sponsor.
- b) If the spouse A of a distributor B (already distributor) signs up under another group, A's distributorship will be terminated, and all the downlines will be transferred to B.
- c) The Company reserves the right to terminate the offending distributor at its own discretion and withhold bonus payments of the offending distributor till final settlement takes place.

8.CANCELLATION/RESIGNATION/SUCCESSION OF DISTRIBUTORSHIP

- a) Any distributor may resign from distributorship by submitting an application. Acknowledgement of receipt of such communication constitutes resignation. A person who resigns or whose distributorship is cancelled/terminated may reapply for distributorship only after lapse of a period of 6 months (cooling period) from the date of resignation/cancellation of his/her last distributorship. In such case the person cannot have any claim whatsoever over the downline(s)/business he/she had prior to reapplication for distributorship.
- b) In case a Distributor resigns for certain unforeseen circumstances, subject to Company's satisfaction, he/she may transfer the distributorship to his/her blood relative only (proper proof and documentation required). In such case the applicant will be the blood relative and the co applicant will be the earlier distributor or the spouse of the blood relative. Company's decision in this regards will be final.
- c) Distributorship in ordinary circumstances expires upon death or proven incapacity of the Distributor. However, nominee of the deceased upon evincing interest to succeed distributorship may be allowed by the company. In cases where the nominee does not come forward till 3 months from the date of death or incapacity of the original distributor as the case may be, successor of the deceased upon submitting appropriate documentation and evincing interest to succeed distributorship may be allowed by the company. However under no circumstances such distributorship will be entertained after 6 months from the death or knowledge of incapacitation of the distributor.
- d) Distributorship may be cancelled/ terminated, declared unclaimed or suspended by the company for the reasons mentioned in the company's policies and these rules and regulations. In all such cases, the Company takes decision in terms of its reward/reconciliation policy.

9.MARRIAGE

- a) The Feonnaa Herbals treats wife and husband as one single unit for the purposes of distributorship.
- b) In situations where two independent existing distributors marry each other, upon marriage both of them are deemed to have surrendered their distributorship. The distributors who are married to each other, shall separately intimate to the company

about their marriage within 30 days from the date of their marriage. Subject to conditions of other sub-clauses of this clause one amongst them ought to resign within 30 days from the date of marriage, failing which distributorship of both distributors shall be cancelled. Original downline structure of the distributor who resigns for reasons of marriage in terms of this sub-clause shall remain unchanged. However, to maintain relationship with the company and to conduct Feonnaa business, the couple may form a 'partnership firm' in lines of the model 'deed of partnership' prescribed by the company for the purpose of common distributorship, and submit the same under cover of a joint application seeking distributorship for such 'partnership firm' within 30 days of their marriage. This partnership will replace the distributorship of the distributor who does not resign and the structure will remain unchanged.

c) In case such couple does not form any “partnership firm” within 30 days from their date of marriage or either of them does not inform factum of their marriage to the Company, the company reserves the right to cause appropriate changes in their downline /network and merge their business(s) of two distributorships into one with conditions as may be deemed appropriate to the Company and/or cancel distributorship of one or both as per discretion.

10.SEPARATION

a) In cases of divorce amongst couples having distributorship through 'partnership firm' formed as aforesaid, benefits of distributorship and the distributorship itself shall be apportioned or transferred as the case may be in terms of the 'deed partnership'. Such changes in distributorship of the 'partnership firm' shall be caused by the Company only on completion of 90 days after receipt of the 'decree of divorce' granted by competent court. The distributorship of the 'partnership firm' of the couple shall be put under suspension with effect from the date of commencement of divorce proceedings between the couple during pendency of divorce proceedings, the company in its discretion may as a special arrangement allow (without insisting upon lapse cooling period) both parties do Lamina business separately as freshly appointed distributors. After the judgement of the court, the suspension of the distributorship will be revoked if the court so directs, or the spouse in whose name the court has approved for Distributorship to be continued, can continue as a Distributor, The partnership will stand dissolved.

In case the judgement is silent on the issue, the Distributorship under partnership will stand terminated.

11.WAIVER

a) The failure of the company to exercise any rights stated in the Company Rules and Regulations or in the Distributor Application Agreement shall not constitute a waiver of the Company's rights to demand exact compliance therewith.

b) Any waiver by the Company can and shall only be affected in writing by authorised personnel of the Company.

12. PROHIBITED ACT

A Distributor shall not

- a) Incur any liabilities or debt in the name or on behalf of the Company.
- b) Enter, modify or alter any contact in the name of the Company.
- c) Engage itself or show interest directly/indirectly as agent, servant or licensee for sale of any product/goods other than those of the Company, in any trade, business or profession in competition with the Company.