

Associate Rules of Conduct

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1. Introduction

The Associate Rules of Conduct (“Rules”) form an important part of the contract between Toptime and the “Associate”. The Rules have been developed in accordance to the Guidelines of various Direct Selling Associations and statutory bodies, and have been implemented following notice to Associates and review of their comment

The Rules are designed to ensure that all Associates have the support that they need to continue to develop their IBs with Toptime.

Under the Associate Contract, Associates receive substantial benefits, including: the right to purchase products through Toptime at DP value for resale; the right to sponsor others to become Associates and sell products offered at www.toptimenet.com or its mobile application; the right to qualify for various income under the Toptime Associate Business Plan (“Plan”); use of Toptime’ intellectual property in accordance with the Rules; and a variety of support for Associates and their Customers. As part of its commitment to support the opportunity made available to Associates, Toptime invests substantial resources in goodwill, in the Tree of sponsorship (“TOS”); Information to provide Associates with a competitive advantage. All Associates and Toptime share a competitive business interest in maintaining and protecting these assets and interests. The Rules provide important safeguards for Associates and Toptime in this regard, as well as contractual rights and obligations.

1.1. Contractual Relationship: Toptime Network Private Limited. (“Toptime”) has executed an Associate contract with each Associate that includes all of the terms in the Associate Application form executed by the Associate, the renewal form(s) executed or authorized by the Associate, the Plan and the Rules in effect at the time the Associate executed the Associate Contract, and any Entity Agreement for Associates (“Entity Agreement”) or modifications to the Plan or Rules that become effective during the term of the contract (the “Associate Contract”). The current version of the Plan and Rules can be found at www.toptimenet.com.

As part of the Associate Contract, Associates have an obligation to comply with the Rules.

1.2. Severability: If an arbitrator or court of competent jurisdiction determines any portion of the Rules of Conduct is unenforceable in any respect, then it shall enforce the rest of the Rules of Conduct to the fullest extent permitted by law without affecting the enforceability of all remaining Rules of Conduct.

2. Definitions

2.1. Toptime Business Plan means the business arrangement through which Associates receive certain income or other compensation as described in the Business Plan Guide.

2.2. Copyrighted Works means works protectable by copyrights that are owned by, created by or licensed to Toptime.

2.3. Customer means a non-Associate who is an end user of products and services offered through or by Toptime.

2.4. Independent Business (IB) means a Toptime independent business operated by an Associate(s) pursuant to the Associate Contract.

2.5. Independent Business Distributor (IBD): shall mean an Associate who develops his/her own Tree of sponsorship by introduction new Associates

2.6. Tree of Sponsorship (TOS) means the structural arrangement of Associates established by the contractual relationship that each Associate has with Toptime.

2.7. TOS Information includes all information that discloses or relates to all or part of the Tree of Sponsorship, including but not limited to Associate numbers and other Associate business identification data, Associate personal contact information, Associate business performance information, and all information generated or derived therefrom, in its past, present or future forms.

2.8. Marks means the trademarks, service marks, trade dress and trade names adopted or used by Toptime and/or otherwise the subject of pending or existing trademark rights owned by or licensed to Toptime, regardless of whether the trademarks, service marks, trade dress or trade names are the subject of trademark applications or registrations.

2.9 Prospect means a prospective Associate.

2.10. Points means the following : PV (Point Value) - All products are assigned a number called PV which is mentioned in Toptime Price List; RPV (Repurchase Point Value) - RPV is PV achieved by you in the current month; GPV (Group Point Value) - GPV is sum of total RPV achieved by yourselves and RPV achieved by your entire down line in the current month; TGPV (Total Group Point Value) - TGPV is sum of all GPV achieved as on date since your joining means your cumulative GPV; PGPV (Personal Group Point Value) - PGPV is Self RPV plus GPV from Non-Star Associate achieved by you in the current month; TPV (Topper Point Value) - TPV is sum of total TPV achieved by yourselves and TPV achieved by your entire down line in the current month.

2.11. Region means the India and Union Territories operating under the Plan.

2.12. Use means: (a) with reference to Marks, directly or indirectly placing, affixing or displaying one or more Marks on or in connection with goods or services, in a manner that tends to create the impression of an affiliation, connection, or association between Toptime and the Associate or Approved Provider; and (b) with reference to Copyrighted Works, to reproduce, distribute and/or display copies of the Copyrighted Works, in whole or in part, including by means of digital audio transmissions, and to create any derivative works.

3. Associate Rights

3.1. Associate shall be allocated a unique Associate ID number and an online profile on the Toptime online portal.

3.1.1 Associate shall receive training from Toptime, necessary for carrying out direct selling business

3.2. Associate shall have the right to purchase Toptime products at a discounted price though its unique AssociateID number as DP rates.

3.2.1 Associate can sale, market & distribute Toptime products.

3.3 Associate shall be entitled to sponsoring new prospects and form its own TOS.

3.4 Associate may take part in any of the Toptime business plans and earn compensations, rewards, commissions etc.

3.5 Associate may take part in any of the events, programs etc. organised by Toptime.

3.6. Death and Inheritance: An IB can be passed on to a deceased Associate's spouse or nominee.

3.6.1. In cases where the IB is operated as an entity under Rules, and one of the owners of the entity dies, the entity will continue to operate the IB, provided the entity remains in compliance with Rules and the successor of the deceased owner is an Associate in full compliance with the Rules. The entity shall notify Toptime of the change in ownership or control of the entity by submitting the currently applicable Entity Agreement reflecting the proposed changes, and any proposed changes in the ownership or control of the entity require the express approval of Toptime in writing.

4. Responsibilities and Obligations

4.1. Duty of Good Faith: Under the terms of the Associate Contract, Toptime and all Associates agree to perform their obligations in accordance with the duty of good faith and fair dealing. An Associate will be held accountable for the actions of family member or third party acting or purporting to act on behalf of the Associate or IB, so far as the Rules of Conduct are concerned. An Associate shall not aid and abet another Associate to violate the Rules of Conduct. Associates shall not conduct any activity that could jeopardize the reputation of Toptime or Associates.

4.2. Unsolicited and unapproved Electronic Messages: No Associate shall send, transmit, or otherwise communicate any unsolicited electronic messages relating to Toptime, its business opportunity, products or services to persons with whom the Associate does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending messages through newsgroups, purchased mailing lists, "safe lists," or other lists of individuals or entities with whom or which the Associate does not have a pre-existing relationship.)

4.3. Advertising: Associates may advertise only with the express approval of Toptime in writing.

4.4. Retail Establishments: An Associate who works in or owns a retail establishment must operate his or her IB separate and apart from the retail establishment.

4.5. Event Sales and Display Booths or sales campaign: The display of products and approved literature by Associates is permitted only if Associate follows the respective statutory guidelines and takes necessary approvals from local authorities on his own expenses; in the event of such non-compliances and penalty or losses arising due to such non-compliances Toptime will not be responsible for such acts of an Associate.

4.6. Statements About Products, Services, and the Opportunity: An Associate shall make only truthful and accurate statements about the business opportunity, products and services offered through or by Toptime. Associates shall not make any claims about products or services offered through or by Toptime other than those claims found in Toptime authorized literature and at www.toptimenet.com.

4.7. Repackaging: Products offered through or by Toptime are to be sold only in their original packages and in their original formulations. Associates may not repackage products or otherwise change or alter any of the packaging, labels or materials of products offered through or by Toptime.

4.8. **Written Sales Receipt:** An Associate who takes and/or delivers an order in person must purchase or sell the product through Toptime website www.toptimenet.com and generate appropriate bill or purchase order.

4.13 All Associates must follow the business plan as mentioned on website www.toptimenet.com; the business plan describes performance income, leadership bonus, tour fund, toppers plan and any other plans/offers and rewards. These plans and offers may time to time change and the same will be updated on the website and will be notified to all Associates through our website.

4.14. **Compliance with Applicable Laws, Regulations, and Codes:** Associates shall comply with all laws, regulations, and codes that apply to the operation of their IB wherever said business may be conducted. Associates shall not directly or indirectly encourage, or aid and abet any person to violate any laws, regulations, codes, or term of the Associate Contract. No Associate may operate any illegal or unlawful business enterprise, or engage or participate in any deceptive, illegal or unlawful trade practices.

4.16. **Franchises and Territories:** Without prior confirmation with company no Associates shall not represent to anyone that there are franchises or exclusive territories available to obtain. Associate must not undertake any type of cash transaction from the franchisee for opening of that store/franchisee.

4.17. **Enticement to Change Position in the Tree of Sponsorship:** Under no circumstances shall an Associate, directly or indirectly, solicit, assist, and attempt to induce, or encourage, another Associate to request a change in position in the Tree of Sponsorship.

4.18. **Exporting and Importing:** Associates shall not export or import products or services offered through or by Toptime, or sell to others they have reason to believe will import or export such products or services, to or from the India or its possessions or territories or any other country, regardless of whether or not Toptime or its affiliates have established operations or are doing business in that country. Nothing in this Rule prohibits Associates from personal use or resale within the Region in accordance with the Associate Contract.

4.19. **Activity Outside The Region or Activity Outside The Market Where The Associate Is Registered:** Associates who engage, directly or indirectly, in any activity related to the Toptime business in a jurisdiction outside of the Region must do so in a manner that complies with the letter and spirit of the applicable laws, regulations, rules, policies and procedures of the Toptime affiliate in that jurisdiction, regardless of whether they are registered Associates in that jurisdiction. Failure to do so shall be a breach of the Associate Contract.

4.20. **Sound Business Practices:** Associates shall operate their IB in a financially responsible and solvent manner. Toptime reserves the right to offset payouts for amounts an Associate owes to Toptime. If an Associate or any member partner in his or her IB files a petition for bankruptcy or has bankruptcy proceedings commenced against him or her, or has any assets seized by court order or taken in execution of an unsatisfied judgment debt, the Associate must immediately inform Toptime.

4.21. **Fund-raising:** No Associate shall use Toptime products or services in conjunction with any type of fund-raising activity. Fund-raising includes the solicitation for the donation of funds or for the purchase of Toptime products or services based on the representation that all, or some, of the gains, proceeds, donations, bonuses, or profits generated by such sale will benefit a particular group, organization, or cause.

4.22. Associate Plan Manipulation: Associates shall not manipulate the Plan, point value (PV) or business volume (BV), in any way which results in the payment of bonuses or other awards and recognition that have not been earned in accordance with the terms of the Associate Contract.

4.23. Personal/Business Information Update: All Associates are responsible for communicating any updates or changes to their personal information (e.g., name, address, email address and telephone numbers, etc.) or business information (e.g., business name, address, email address, telephone numbers, addition/deletion of partner, change of business status, etc.) to Toptime. Updates related to joining any other Direct Marketing company by Associate and its' spouse and children shall be updated in personal information updates.

4.24. Toptime Contact: When the Rules require an Associate to contact Toptime for notice, permission or approval, the Associate shall contact the Toptime Business Conduct and Rules Department by mail at support@toptimenet.com; for questions or concerns please call customer care # 022 68191111

4.25. The Associates working in contract with Toptime must declare the name(s) of the company(s) for which they have worked in past or currently working as an Associate.

5. Presentation of the Plan, Sponsoring and Support

5.1. Inviting: When inviting a Prospect to hear a presentation of the Plan, an Associate must make it clear that what is being described or offered is the "Toptime Business Plan" as updated in website www.toptimenet.com.

5.2. Describing the Plan: When describing the Plan: (a) an Associate's statements must be truthful, accurate and not misleading; (b) the roles of a balanced business (retail sales, personal use and sponsoring) must be accurately described; and (c) all income representations must be limited to income from the Plan, based on Toptime-authorized materials, and provide realistic income potential.

5.3. Required Disclosures: In seeking participation of a Prospect in the Plan, an Associate:

5.3.1. Must give each Prospect a copy of a brochure authorized by Toptime for use with Prospects that contains the average profits, earnings, and sales figures and percentages as published by Toptime, and orally inform the Prospect that the brochure contains the average profits, earnings, and sales figures and percentages as published by Toptime.

5.3.2. Must use only Toptime-authorized materials or Business Support Tools authorized for use with Prospects under Rule 7 (Business Support Tools).

5.4. Prohibited Sponsoring Practices: In seeking participation of a Prospect in the Plan, an Associate:

5.4.1. Must not cite lifestyle examples, e.g., travel, automobile, homes of successful Associates, and contributions to charitable causes, unless such benefits were actually accrued as the result of building a successful IB.

5.4.2. Must not say or imply that a successful IB can be built in the form of a wholesale buying club.

5.4.3. Must not say or imply that there is no requirement for the retail sale or marketing of products by Associates.

5.4.4. Must not promote potential tax benefits of the Plan.

5.4.5. Must not encourage or require a Prospect to sale/purchase and promote anything not included in the Business plan, Services and Support fee specified on Toptime's official website (www.toptimenet.com) and mobile application.

5.4.6. Must not register or sponsor new Associates in a way that manipulates the new Associate's position in the TOS.

5.5. Sponsor's Responsibilities: A sponsor must comply with the following obligations:

5.5.1. Rules Compliance: The sponsor must be an Associate in full compliance with the Rules of Conduct.

5.5.2. Access to the Associate Contract: The sponsor must ensure that all Associates whom he or she sponsors have access to and the opportunity to read the Associate Contract.

5.5.3. Training and Motivation: The sponsor must be able to train and motivate the Associates whom he or she has sponsored with a minimum of assistance from his or her first upline Leader or above. Associates may fulfil this obligation by use of Business Support Tools approved under Rule 7.

5.6. Associate' Responsibilities: Associates who qualify as a 10% profit level or above have the following additional responsibilities:

5.6.1. Conduct or provide access to periodic sales meetings for the purpose of training and inspiring Associates downline to the next qualified Leader and maintain frequent contact with all of them.

5.6.2. Assure compliance with the Rules of Conduct by Associates downline to the next Associate qualified as 10% profit level.

5.7. Associates who qualify as a 12% profit level and above, and starts getting various funds from company or above have the following additional responsibilities:

5.7.1. 12% Profit level and above Associates agree not to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other similar direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Toptime.

5.7.2. 12% Profit level and above Associates shall provide all the support to their downline for business development and training.

5.7.3. 12% Profit level and above Associates shall provide all the support to their downline for business plan & services, schemes and rules of conduct as updated by company time to time.

5.7.4. 12% Profit level and above Associates shall provide regular visit, business promotion activity support and BST related information to their downline.

5.8. Prohibited Support Practices: Sponsors and upline Associates shall not encourage or require downline Associates, as a condition of receiving assistance in building their IB after registration, to purchase any specified amount of Toptime or non-Toptime products or services. Must not get involved into unprofessional activities including but not limited to discouraging the other Associates, enticing Associates to reject his/her upline etc...

6. Preservation of the Tree of Sponsorship

6.1. Confidentiality of the TOS: Toptime protects the TOS and TOS Information for the benefit of Toptime and of all Associates. Toptime keeps TOS Information proprietary and confidential and treats it as a trade secret. Toptime is the exclusive owner of all TOS Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Toptime and its Associates. Associates can use Toptime's goodwill and TOS Information only for the purposes permitted under the Associate Contract.

6.1.1. Associates acknowledge, and agree not to challenge, that: (i) TOS Information is confidential and a valuable trade secret owned by Toptime; (ii) TOS Information is owned exclusively by Toptime; and (iii) Associates do not own any rights in TOS Information. Associates agree not to challenge or interfere with Toptime's authority to license or sublicense TOS Information. Associates shall not assert or seek any rights or protection of any kind in TOS Information other than those limited rights or protections that may be specifically granted by this Rule.

6.1.3. All Associates shall maintain TOS Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard TOS Information and maintain the confidentiality thereof. An Associate shall not compile, organize, access, create lists of, or otherwise use or disclose TOS Information except as authorized by Toptime. An Associate also shall not disclose TOS Information to any third party, or use TOS Information in connection with any other businesses or to compete, directly or indirectly, with the Toptime business.

6.1.4. An Associate shall promptly return any and all TOS Information to Toptime upon non-renewal, or termination of his or her IB and shall immediately discontinue any further use thereof.

6.1.5. Every Associate acknowledges that use or disclosure of TOS Information, other than as authorized by Toptime, will cause significant and irreparable harm to Toptime, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees, and disgorgement of all profits made as a result of such unauthorized use or disclosure.

6.1.6. An Associate's obligations under this Rule 6.1 shall survive and remain enforceable following the voluntary or involuntary non-renewal, or termination of that Associate's IB.

6.2. Non-Competition and Non-Solicitation:

6.2.1. Non-Competition (current Associates): All Associates agrees not to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in directly or indirectly through their spouse and children (a) any other similar direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Toptime.

6.2.2. Non-Solicitation (current Associates): All Associates agrees that he or she will not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any Associate or (ii) any

person who has been an Associate within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other similar direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Toptime.

6.2.3. Non-Competition (former Associates): Manager and above Associate agrees that, during the six-month period following the, non-renewal, or termination of that Associate's IB, he or she shall not own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other similar direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Toptime.

6.2.4. Non-Solicitation (former Associates): Manager and above Associate agrees that, during the twelve month period following the non-renewal, or termination of that Associate's IB, he or she shall not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any Associate or (ii) any person who has been an Associate within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other similar direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Toptime.

6.2.5. The time periods in Rules 6.2.3 and 6.2.4 above shall be extended by any period of time during which the former Associate is in violation of the applicable Rule.

6.2.6. The geographic scope of Rules 6.2.1, 6.2.2, 6.2.3 and 6.2.4 is the Region, India and Union Territories.

6.2.7. All Associates agree that these Rules are reasonable in both time and geographic scope.

6.2.8. For purposes of this Rule 6.2, "Key Position" means an owner, employee, agent, or independent contractor who contributes to the profitability of his or her new business or who is in a position to receive benefit or competitive advantage from his or her new business by virtue of his or her access to TOS Information of Toptime.

6.2.9. Nothing in this Rule 6.2 restricts the sale or distribution of privately developed Business Support Tools in accordance with Rule 7 and Rule 6.3.

6.2.10. Nothing in this Rule 6.2 restricts competition between Associates (a) in the sale of products or services offered through or by Toptime to Customers or (b) in the registration of new Associates or Customers.

6.2.11. Every Associate acknowledges that this Rule 6.2 protects the reasonable competitive business interests of Toptime and Associates, and that a violation of any subsection of this Rule 6.2 will cause significant and irreparable harm to Associates and Toptime, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees, and disgorgement of all profits made as a result of such violation.

6.2.12. Except for obligations under Rule 6.2.1 and Rule 6.2.2, an Associate's obligations under this Rule 6.2 shall survive and remain enforceable following the voluntary or involuntary non-renewal, or termination of that Associate's IB.

6.3. Other Business Activities: Except as provided in Rule 6.2, Associates may engage in other business ventures, including other selling activities, involving products, services, or business opportunities. However, Associates may not take advantage of their knowledge of or association with other Associates whom they did not personally register, including their knowledge resulting from or relating to Tree of Sponsorship Information, in order to promote and expand such other business ventures.

6.3.1. Every Associate agrees not to solicit, directly or indirectly, other Associates whom he or she did not personally sponsor in order to sell, offer to sell, or promote other products, services, business opportunities, investments, securities, or loans not offered through or by Toptime. Every Associate agrees not to sell, offer to sell, or promote any other business opportunities, products, or services in connection with the Plan. Nothing in this Rule 6.3 restricts the sale or distribution of Business Support Tools in accordance with Rule 7.

6.3.2. Nothing in this Rule 6.3 restricts, for example, an Associate regularly engaged in the operation of a service station, auto dealership, retail establishment, salon, or a professional service (e.g., law, medicine, dentistry, or accounting) from serving customers who are Associates and who have sought them out. But an Associate shall not actively solicit the patronage of other Associates based on knowledge or information gained as a result of being an Associate.

6.4. Approval of Certain Associate Contract Changes: The sale of an ownership interest in an IB, transferring an IB, merging IBs, separating or dividing an IB, or assignment of any rights or obligations under an Associate Contract require express approval of Toptime in writing. None of the foregoing may be used to manipulate the Tree of Sponsorship.

6.5. Transfers with or without downline: These transfers involve the transfer of an Associate without any downline Associates and transfer of an Associate with downline Associates; subjected to the transfer of unique Associate ID numbers related to **Main Business Plan**; this transfer will not be applicable to transfer of or accrued benefit of any scheme, business promotion, topper offer or any other offer, unless and until specified by the company through its official website/mobile application. Any Associate who wants to change his or her sponsor must submit a written request to Toptime accompanied by (1) a written release signed by all the Associates upline in the Tree of Sponsorship up to and including the first qualified Leader, (2) a written acceptance from the new Associate sponsor and new upline Leader, and (3) a statement indicating the business reason for the transfer request. Upon Toptime's express approval in writing of the request, the written acceptance from the new sponsor and upline Leader confirms that they will incur all responsibilities of the transferring Associate.

6.6. Associate status:

Upon registration of a new Associate, its Associate status in the online system is shown as black colour;

Once the Associate makes 500 Repurchasepoint value worth sale (sale made through his own unique Associate ID number) its Associate status shall be displayed as green colour in the online system;

An Associate who has not made sale worth 500 **RPV** through his own Associate number for a month , its Associate status will be shown as Red colour in the online system, indicating warning Associate ID, these warning Associate IDs will be able sustain their unique Associate ID number for 5 months from the date of their warning status. During these 5 months the Associate can request admin to initiate sales on the same Associate ID. However, if no sales are made for 6 months then further the warning status converts into blue colour, this indicates that to make the new sales after 6 months of “no sale”; the Associates shall have to apply for new AssociateID number; . In the event if Associate is not making any activity/ salesfor 24 months the AssociateID number gets terminated and by the virtue of the termination of unique Associate ID number the Associate contract also gets terminated;

6.6.1. During the period of Associate status in Blue colour, an Associate shall not be able tolog-in into the online system. Upon Associate status converting to Blue Colour, Toptime may take appropriate decision for the preservation of TOS and the safeguarding interest of the downline Associates. The said Associate shall need to contact Toptime Customer Care and request for converting Blue Colour status to Green colour however Toptime shall decide on the retention of unique Associate ID number &TOS by the said Associate. Toptime’s decision relating to said Associate’s unique Associate ID Number &TOS shall be finaland accordingly Associate may not be able to retain the samein case upon evaluation Toptime deems it necessary for preservation of interest of downline Associates. Each Associate understands that Toptime strictly adheres to the laws/regulations/guidelines related to direct selling and accordingly each Associate is to earn income, compensation, rewards etc only on the basis of sales; therefore each Associate’s TOS shall be intact subject to sales being made through its own unique AssociateID number. In case upon evaluation if the status is not converted to Green colour then Toptime shall assign a new unique Associate ID number without the previous TOS to the said Associate.

6.6.2. The following shall activities shall not be affected during the Blue colour Associate status period: (a) procuring and/or submitting a written request for transfer of his own unique Associate ID number; (b) filing an application for an informal or formal conciliation; (c) operating an Toptime-affiliated business in any other country in which an Toptime affiliate conducts business; (d) directing an inquiry to Toptime as to the status of its IB; or (e) purchasing Toptime products or services as a Customer.

6.7. Disposition of an IB: If an Associate fails to renew, terminates itsAssociate Contract, dies without transferring the IB, or is terminated by Toptime, Toptime shall decide the future of the IB in accordance with these Rules.

7. Business Support Tools

Business Support Tools (or “BST”) as used in these Rules means all products and services (including but not limited to business aids, books, magazines, flip charts, and other printed material, online literature, internet websites, advertising, audio, video or digital media, rallies, meetings, and educational seminars, and other types of materials and services) that are (i) designed to solicit and/or educate Prospects, Customers, or prospective Customers of Toptime products or services, or to support, train, motivate, and/or educate Associates, or (ii) incorporate or Use one or more of the Marks or Copyrighted Works of Toptime, or (iii) are otherwise offered with an explicit or implied sense of affiliation, connection, or association with Toptime. Unless otherwise specified in writing, Associates acknowledge that nothing in this Rule, or in any other Rule, shall be

construed or interpreted as a license or other permission to incorporate any TOS Information into any BST.

7.1. General Rules on BST

Associates may sell BST only in accordance with Rule 7.1 and 7.2. BST created, used, promoted, distributed, or offered for sale by or to Associates must: (a) comply with all Quality Assurance Standards and any applicable Rules of Conduct relating to their use, promotion, and sale; (b) be submitted to Toptime for review prior to use, promotion, distribution or sale; (c) be authorized by Toptime; and (d) if required for the category of BST, bear the authorization number provided by Toptime. Except as explicitly provided in the Quality Assurance Standards, BST may not be offered for sale to Prospects. A copy of the currently applicable Quality Assurance Standards is available from Toptime upon request by Associates eligible to sell or promote BST.

8. Marks and Copyrighted Works

Toptime's Marks and Copyrighted Works are important and valuable business assets of Toptime. The Marks help identify the source and reputation of Toptime's products and services worldwide and distinguish them from those of competitors. Toptime makes commercially reasonable efforts to protect the Marks from improper use, including through the Rules of Conduct, accreditation of Approved Providers, and a corporate identity program that requires the correct and consistent use of the Marks, both in appearance and substance.

8.1. Use of Marks and Copyrighted Works: An Associate may Use Toptime's Marks and Copyrighted Works only with Toptime's prior written permission, which may be expressed through general publication (to all Associates) or through a specific writing to one or more Associates. Without limitation, Toptime may require conformity with specifications, may require that materials that Use Toptime's Marks and/or Copyrighted Works be sourced from Toptime or a Toptime-approved supplier, and May otherwise condition Use of its Marks and Copyrighted Works. Any permission granted by Toptime shall constitute a limited, non-exclusive, non-transferable and revocable license to Use such Marks and Copyrighted Works solely in connection with the Toptime business in the Region. Subject to conditions and specifications published or specifically provided in writing from time to time, the Marks and Copyrighted Works may be used only on: (a) exterior and interior office signs; (b) all forms of vehicle signs; (c) telephone listings; (d) promotional literature; (e) stationary; (f) premiums; and (g) business cards. Other proposed Uses will be considered upon request. Without limitation, Toptime will not authorize an Associate to use the Marks on imprinted checks.

9. Complying With the Associate Contract (Remedies for Breach)

Complying with the Associate Contract is essential for preserving a strong and viable business for Associates and Toptime. Associates and Toptime each have rights and responsibilities in case of a breach of the Associate Contract.

9.1. Toptime's Rights and Responsibilities: When Toptime detects a potential breach of the Associate Contract, or an Associate is working in the conflict of interest of the company, an Associate is defaming the company, if Associate is discouraging business Associates to discontinue working with company; it will first investigate as appropriate. Before taking enforcement action, Toptime shall attempt to contact the Associate in an

effort to resolve the issue. If the communication does not resolve the issue, Toptime may take any enforcement action authorized by the Associate Contract including, but not limited to, one or any combination of the following:

- 9.1.1. A written warning to an Associate, and/or upline or downline Associates in the Tree of Sponsorship.
- 9.1.2. Retaining an Associate, and/or upline or downline Associates in the Tree of Sponsorship.
- 9.1.3. Suspending some or all of the rights of an Associate for a specified period of time, or until certain conditions have been satisfied.
- 9.1.4. Withdrawing or denying an award, trip, pin recognition or other income.
- 9.1.5. Withholding any monthly or annual bonus or income payments.
- 9.1.6. Compensatory remedies, as applicable.
- 9.1.7. Transferring an Associate or a group of Associates subject to rule number 6.5.
- 9.1.8. Terminating an Associate Contract.

If an Associate elects to challenge any action taken by Toptime under this Rule, the Associate shall submit the issue to the Dispute Resolution Procedures described in Associate Contract.

9.2. Associate Rights and Responsibilities: If an Associate believes that another Associate has breached the Associate Contract, the Associate first should contact the Associate in question in an effort to resolve the issue. If an Associate believes that Toptime has breached the Associate Contract, the Associate first shall contact Toptime in an effort to resolve the issue. If discussion with either an Associate or Toptime does not resolve the issue, the Associate may file a written complaint with Toptime. The complaint should explain the issue in as much detail as possible, and include all supporting documents. Toptime will investigate as appropriate, and take enforcement or corrective action under the Associate Contract, if necessary. If any issue remains unresolved, it shall be submitted to the Dispute Resolution Procedures described in Associate Contract.

9.2.1. An Associate who elects to challenge the validity of a Rule or other term of the Associate Contract shall first contact Toptime in an effort to resolve the issue. If the Associate is not satisfied with Toptime's response, the dispute shall be resolved in Arbitration under Associate Contract.

9.3. Duty to Cooperate: All Associates are required to respond to inquiries and otherwise cooperate in a timely fashion with any investigation conducted by Toptime. Failure to respond to inquiries or to otherwise cooperate in a timely fashion is a breach of the Associate Contract and may result in Toptime taking action against the IB.

9.4. Non-Waiver. The failure of Toptime or any Associate to enforce any breach of any provision of the Associate Contract shall not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of the Associate Contract.

10. Modification of the Associate Contract

Toptime may modify the Associate Contract in accordance with the following procedures.

10.1. Toptime will notify Associates of the proposed changes subject to Rule 10 by making them available to review by logging on to www.toptimenet.com.

10.2. Prior to the effective date of any proposed Rule change, any Associate who is unwilling to accept a Rule change can, if he or she wishes, provide notice of his/her intent to termination of contract from the Toptime business .

11. Product Return Policy:

11.1 Goods returned shall be accompanied with a copy of the invoice of the returned goods; no return shall be valid without valid invoice. Goods return process shall be done through the courier with safe transport to the nearby company state depot by Associate at their own cost; and the copy of the dispatch note shall be sent to customer care with details mentioned on the pack as Bill number, copy of invoice, unique Associate ID number along with Name of the Associate. When Associate wants to return the products of Toptime same shall be refunded after deducting the paid GST (which includes the portion of income received/to be received on self-purchase) and handling charges if applicable. Associate shall ensure that the returned goods are in intact condition, the seal or the label are not damaged & expired or are near to expiry; and they are in marketable and saleable condition. Once the returned goods are received by company state depot, the Associate can get the confirmation from customer care about the payment, subject to the condition that the returned goods are in intact condition, the seal or the label are not damaged & expired or are near to expiry; and they are in marketable and saleable condition. Toptime shall have the sole discretion to determine whether any product is any marketable and saleable condition.

11.2 The return date shall be calculated from the date of invoice of the returned goods. The goods returned if exceeding more than 6 item numbers than handling charges may be applicable.

11.3 In case the Associate terminates the Associate Contract, the Associate shall have a right to return Toptime products within a period of 30 days from receiving them. Such Associate may choose to sell inventory of currently marketable & saleable Toptime products to an upline Associate (in the Tree of Sponsorship) at a mutually agreeable price. If such Associate is unable to secure the buy-back of inventory through an upline Associate, Toptime shall buy back the Associate's unused currently marketable & saleable Toptime products subject to appropriate deduction as mentioned in product return Toptime reserves the right to repurchase only unused currently marketable & saleable Toptime products subject to rule 11.1.

11.4 An Associate not terminating this Associate Contract may request Toptime to buy back of Toptime products where he or she may be experiencing financial hardship or other exceptional circumstances as explained by the Associate. Return requests are reviewed by Toptime on a case-by-case basis and approval of such returns shall be at the sole discretion of Toptime. Toptime reserves the right to repurchase only unused currently marketable & saleable Toptime products subject to Rule 11.1.