



CODE OF
≡ ETHICS ≡

1 Introduction

1.1 Welcome to IMC

International Marketing Corporation Private Limited ("IMC" or "Company") is a company incorporated under the Companies Act, 1956 and has its Registered Office in Shri Guru Nanak Dev Bhawan, Near Bharat Nagar Chowk, Ludhiana, Punjab. The Company is inter-alia into the business of Direct Selling of various household FMCG products and Ayurvedic & herbal Medicines, Health Care, Home Care, Beauty Care, Personal Care Products and products related to Animal husbandry and Agriculture.

- 1.2 These Code of Ethics forms part of the IMC Associate Application form and all the Business associates has to observe and follow the Company's Code of Ethics with full integrity and should make his/her downline follow the code of ethics with same commitment. Compliance with the Code of Ethics is mandatory as stipulated under the Associate Application Form and any deviation from the provisions of Code of Ethics may lead to termination of associates, forfeiture of bonuses and other rights and interests.
- 1.3 IMC reserves the right to amend, change or withdraw the Code of Ethics, the terms and conditions of the IMC Associate application form, the Business plan and all the official Business literature at any point of time, which will be notified at the official website of IMC (www.imcbusiness.com). It is advised to all the Business associates to check the official website from time to time for updates.

2 Being an IMC Business Associate

- 2.1 **Eligibility Criteria:** - Any person of 18 years and above, who is capable of executing a contract, not disqualified by any law can become an IMC Business Associate without any investment as it is easy and absolutely free. Joining IMC as its Business Associate (Direct seller) is absolutely free, nor it is mandatory to purchase any product as a condition of Joining.
- 2.2 **Sponsorship:** - To become an IMC Business Associate an applicant must be sponsored by an existing IMC Business Associate and must fill the correct information in the online application form along with a) Copy of Government issued Identity card b) Copy of residential proof c) Copy of Permanent account number (PAN) d) Passport size photographs e) Cancelled bank cheque. Any Applicant who fail to furnish the said document will be considered as a Preferred Customer till such a person is able to fulfill the above said documentary requirement. As a Preferred Customer a person will be entitle to purchase IMC product at a discounted price but will not be able to sponsor another IMC associate or to mentioned documents and get his status converted to an IMC Associate.

In case of furnishing incorrect information by the Applicant, IMC at its own discretion may suspend and subsequently terminate its association with such defaulting Preferred Customer / Business Associate. The PC/Business Associate shall at all times follow, abide and be subject to the IMC Code of Ethics.

- 2.3 **Login Portal & Activation of Associate ID:** - IMC shall assign a unique associate ID to every Joinee, it will serve as an identity to the PC/Business Associate and all the transactions within IMC shall be routed through this Associate ID only.
 - 2.3.1 To become Business Associate of IMC, it is mandatory to register online. Any person who fulfills the eligibility criteria can become a business associate of the company by filling online application form followed by OTP mobile verification. It is important to note that only one registration is possible via one mobile number.

- 2.3.2 If the applicant cannot verify his/her mobile number instantly with an OTP, then he/she can do so within 48 hours after filling the online application form or else his/her Associate ID will be deleted automatically. The Business Associate cannot sponsor anyone and/or purchase anything from the company unless he/she does not verify his/her phone number by Logging-in the web portal.
- 2.3.3 Once the phone number is verified, the Business Associate/PC can access his/her web profile by logging in on the IMC website. The associates PC are required to update his profile by uploading passport size photograph and self-attested copy of Aadhar Card, PAN card, Bank Passbook/Cancelled cheque and ID Proof such as self- attested copy of Driving License, Passport, Voter Card in his/her login portal (Profile). If at the time of joining Business Associate's income from other sources or turnover from any other business (if any) is more than 20 Lakhs then he/she has to furnish the details of GSTN as well. If the Business Associate fails to update these aforesaid documents in his/her respective portal, IMC would not be able to release the payouts seamlessly.
- 2.4 Applicant other than Individual:** - An HUF, Partnership Firm, LLP, Private limited Company, Society and Trust can also become a Business Associate of IMC by filling a Corporate Authorisation form along with the Associate Form of IMC.
- 2.4.1 If the Applicant entity is a Private limited Company, it is required to have an Authorative Representative (AR) by passing a Board resolution. IMC shall only deal with the AR of the company.
- 2.4.2 The applicant entity is required to submit the Constitution/Partnership Deed, Memorandum and Articles of Association, Incorporation Certificate, PAN Card along with Joining Form and Corporate Authorisation Form. In case of HUF, only copy of the PAN Card of Karta is required.
- 2.4.3 The income generated by IMC in form of Payouts will be in the name of the entity and shall be transferred in the official bank account of the Authorised person.
- 2.4.4 It is mandatory to inform IMC, if there is any change in the Constitution/MoA/AoA then a New Corporate Authorisation form/ application form shall be submitted to IMC along with the copy of the new/ amended Constitution/MoA/AoA. IMC reserves the right to accept or reject the application with New/Amended Constitution.
- 2.4.5 In the event a business entity is dissolved then IMC will release the payment to the AR of the Company or Karta of HUF or Partner who has been designated to receive the payment by the deed of dissolution. Such a Person will be required to furnish document to prove such a claim. Similarly, in the event of such dissolution the distributorship of IMC will vest in above mentioned person subject to him/her furnishing No-objection Certificate from all other shareholders/members of HUF/Partner respectively.
- 2.5 Right to accept or reject the application:** - The Company reserves the right to accept or to reject any applications for becoming PC/Business associate of IMC without having to give any explanations whatsoever.
- 2.6 Orientation session:** - The applicant must have undergone the orientation session to understand the all aspect of direct selling business, remuneration system and expected remuneration for new IMC business associate.
- 2.7 Prohibited Practices:-**
- 2.7.1 IMC follows the directions given in Direct Selling Guidelines 2016 by Central Govt. and encourage its Business associate to follow the same. There is no joining fees, mandatory purchase or minimum stock of product to maintain in IMC. Neither the new applicant nor any currently working PC/Business associate is required to do the following, as a condition to join the IMC Business or as a condition to get assistance from IMC or its Business associates.
- a) Pay any joining fee or Purchase any Specified number or quantity of products.

CODE OF ETHICS

- b) Maintain a specified minimum inventory
- c) Purchase large quantity of inventory solely for the purpose of qualifying for sales bonus or rank advancement.
- d) Promote inventory loading in the Associate channel.
- e) Purchase promotional tapes, literature, audio-visual aids, or other materials or programs.
- f) Purchase tickets for and/ or attend or participate in seminars or other meetings.

2.7.2 Apart from these regulations/guideline given by the central government, IMC adheres to its internal code of conduct, it is a duty of all the Business associates to follow them.

- a) A Business Associate shall not allow his/her friends, relative or any other Associate to do business on his/her Associate ID.
- b) A Business Associate who have an active associate ID in the Company cannot rejoin with/under any other sponsor in his/her own name or in the name of his/her immediate family member.
- c) Business Associates shall purchase products directly from the authorized outlets or distribution centers of IMC, it is important to note that Associates shall not indulged in cross group selling or any such decisive practice.
- d) Business Associates are required to buy IMC products from outlets/ distribution center by showing their associate ID and must take bill for every purchase, failing to which the Associate shall not get any incentive/ bonus/ commission.
- e) A Business Associate cannot sell IMC products above the MRP listed on each product or offer any promotional offer/ discount unless explicitly declared by the IMC itself. Deep discounting of products / price undercutting being detrimental to the competition is strictly prohibited.
- f) The Business associate shall not market or sell or offer for sale any IMC product by using any E-commerce platform, website, apps etc. without obtaining prior written consent from IMC in order to undertake or solicit such sale or offer.
- g) IMC invests in its Business Associates by providing various training sessions, motivational seminars, team building and leadership workshops, hence it is strictly prohibited to do any other business by joining any other company following a Direct selling model in one's own name or through any family member, failing to which the Business associate shall face serious repercussion which includes but does not limit to termination of Associate ID and holding-back the commissions/ incentives of the delinquent associate.
- h) It is responsibility of the Business Associates to check/maintain his/her online login portal to get latest information/ promotional activities etc. The Business associate shall not share his/her Login ID and Password with any other person, IMC will not be responsible if the Business Associate lost his/her Login ID and Password or that its credentials has been misused, the sole responsibility of safe keeping this information rests with the Business Associates hence it is advised to change the passwords from time to time to ensure safety.
- i) IMC tries to provide an eco-system where like-minded people can interact and share their knowledge/ experience which would help them to achieve personal goals, that's why all the Business Associates are requested not to discuss any Political or Religious issues, encourage discussions on those subjects which may create unhealthy feelings amongst the associate and IMC staff.

CODE OF ETHICS

- j) To protect the environment in the eco-system of IMC, IMC shall not tolerate any Associate who is involved in any illegal activities or business which may be against the policies of IMC or against Central, State or Local Rules or Regulations.
- k) With prior permission of IMC an Associate can sell IMC Products by installing a canopy, stall, or exhibit at any place or fair. Associate shall have the responsibility of obtaining the required permission for the same from the related Government Department or from the appropriate authorities.
- l) If a Business Associate wants to set-up an Ayurvedic Camp where medical check-up and prescription is required then it shall not be done, without prior permission of IMC, by a Qualified/Certified Doctor and it is the responsibility of that Business Associate to fulfill all the necessary formalities and should obtain prior permission from the appropriate authorities.
- m) IMC believes in the philosophy of healthy environment for people associated with it, that's why IMC requests its associates to behave as a socialized and cultured citizen of India. It is strictly prohibited to misbehave in any way with any of the IMC Associate, staff or Customer or with any of their family members.
- n) It is strictly prohibited to consume Cigarette, Liquor and to chew Pan, Pan Masala and Tobacco & Gutkha during the Company's seminars and meetings. Any Associate or their guest found to be in violation of this rule shall be subject to termination of Associate ID.

2.8 De-facto membership, Exclusion of certain relationships and termination:-

- 2.8.1 The spouse of an Associate will get de facto membership of IMC as co-applicant, though all the incentives shall be paid in the account of the spouse who had applied in IMC as Primary Applicant. In an unfortunate event of Divorce of an Associate the benefits of the Associate ID will be distributed as per their mutual agreement or as per the directions of the Court. Any gift and/or tour will be given to the working (active) Associate only. For this, the Associate is required to submit the copy of Decree of Divorce to IMC, along with a written application.
- 2.8.2 An Associate who has joined an IMC business team cannot let his/her parents or children join as an IMC Associate in any other business team, though they can join as Associate in the down line of that Business Associate.
- 2.8.3 Brother, sister and married daughter are considered as a member of extended family. They can join any other business team and perform as per the business rules.
- 2.8.4 Legally separated wife, husband, daughter and son can do business individually only after getting confirmation from IMC.
- 2.8.5 If two Associates get married:
 - a) Wife and husband can work separately on their old separate IDs.
 - b) If the husband and wife wants to work together, one spouse will have to resign from his/her Associate ID and the down line team will be rolled up to his/her upline.
 - c) Two married Associates can form a Partnership Firm and work together on that ID on which they have not resigned.

2.9 Death/Physical impairment of any Associate:

- 2.9.1 In an unfortunate event of death of an Associate, his/her business will be transferred to his/her Co-applicant or his/her nominee or to the legal heir determined by the court.

CODE OF ETHICS

2.9.2 The Associate who is maintaining Ruby level and has qualified for the Car Fund, unfortunately if he/she dies or becomes fully/partly impaired (lose any two limbs) then the IMC will grant his/her family the privilege of getting leadership bonus and other incentives without maintaining side volumes (PGBV).

It is please be noticed that to receive leadership bonuses and other incentives such Associate's ID should have completed minimum qualifications (i.e. his/her two direct team Associates in different down lines should be Qualified Super Stars).

2.9.3 This rule will be applicable to all the Associates who are at the Ruby level or above, however the minimum qualification condition will be according to the level achieved by the Associate.

2.10 Gifts and Awards from IMC business:-

In order to motivate its business Associates and to acknowledge their hard work, IMC announce various Gifts and awards to its Business associates, as the real strength of IMC is the support of its Business associate. IMC announces certain conditions/ qualifications, which are required to be fulfilled by the Business Associate to claim the gift / award.

- a) The Associates qualified for a Gift or award can claim their gifts within 6 months of being entitled. After the aforesaid period of 6 months IMC or any of its outlet or distribution center shall not be in a position to entertain any such claim.
- b) A Business Associate who has qualified for any award/ gift /tour cannot get it exchanged with any other gift or in cash. IMC organizes tours for its qualified Business Associate from time to time, if such qualified Associate does not avail tour, the Business Associate cannot ask his inclusion in any other tour as well as cannot demand cash in lieu of that tour. In case of Foreign Tour, if the visa application of qualified Associate has been rejected by the embassy on any grounds, IMC shall not be held responsible for the same and shall not be liable to compensate the Associate.
- c) In case of Partnership firm or other Associates who are working on a single Associate ID (like spouse of any associate who is co-applicant), only one Partner/Associate can avail the tour and gift, IMC is not liable to entertain all the Co-applicants or partners or stakeholders, unless specifically authorized by the IMC itself.

2.11 Earnings of Business Associate :

IMC business plan benefits are solely based on efforts put in by the Business Associate in building their IMC business of buying and selling of IMC products. Such benefits will continue to be enjoyed till a Business Associate shows an active engagement. In the event of non-engagement for a continues period of 6 months such benefits will be limited only to earning a retail profit margin however such a Business Associate will not be entitled to build his business team or to enjoy benefits of the efforts of his/her business groups. During the term of his/her association with IMC a Business Associate can start to earn all the benefits by actively engaging himself/herself in building IMC business by buying and selling IMC products.

- a) Sale Commission:-

IMC encourage its Business Associates to be active in the IMC business, merely introducing new Associates in IMC business and earning retail margins is not what IMC mandates; hence Business Associates who have accomplished sale of 500 PBV and 1000 PBV at a level below 35% and at Superstar level respectively, would earn the sales commissions. Business Associate acknowledges that such sales will be reasonable achievable by them and that it is not such an amount that they cannot

themselves easily consume or resell.

- b) IMC releases the sales incentive to Business Associates after deducting tax at source (TDS) at the applicable rates as per the Income Tax Act and the Rules. If any Associate does not submit/link/update his/her PAN number with IMC, then the company shall release the incentive after deducting 20% TDS (or such higher percentage as may be prescribed under the Income Tax Act and the Rules). Those associate ID's on which 20% TDS has been deducted shall not receive Form 16-A from IMC, Hence it is advisable to all the associate to update/link/ submit their PAN card details with the company at the earliest.
- c) IMC transfers the sales incentive earned by the Associate to his respective bank account. To get the sales incentive it is mandatory to give Bank Details (Name of the Bank, Account Number, Branch, IFSC Code etc.) If any Associate does not give the Bank Details then the sales incentive of the Associate shall be held in his/her ID and it will be retained for 2 financial years, after that this incentive shall be forfeited by the company and the Associate cannot claim for that incentive from IMC.

3 Business Ethics for IMC Associates

- 3.1 IMC issue ID cards to all its business associates, An Associate can download and print his/her Identity Cards (ID) from his/her online login portal. A Business Associate should carry their identity card whenever visiting a potential customer by taking a prior appointment from such person.
- 3.2 At the initiation of a sales presentation, without request, the Associate's shall truthfully and clearly identify himself/ herself, the identity of the Company, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer.
- 3.3 The Associate shall offer the prospective consumer accurate and complete explanation and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service.
- 3.4 The Associate shall provide the following information to the consumers at the time of sale, namely:
 - a) Name, address, registration number or enrollment number, identity proof and telephone number of the Associate and details of IMC
 - b) A description of the goods or services to be supplied;
 - c) Explain to the consumer about the return policy of the company in detail before the transaction.
 - d) The order date, the total amount to be paid by the consumer along with the bill;
 - e) Time and place for inspection of the sample and delivery of goods;
 - f) Information of his/her rights to cancel the order and/or return the product in saleable condition and avail full refund on sum paid;
 - g) Details regarding the complaint redressal mechanism.
 - h) Issue an invoice for every sale.
- 3.5 A Business Associate 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 by law. An Associate is responsible to comply with all the local, state and national laws and shall be liable to pay all the local, state and national taxes and fees.

3.6 An Associate shall not:

- a) Use misleading, deceptive and/or unfair trade practices;
- b) Use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers;
- c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- d) Present any advantages of direct selling to any prospective direct seller in a false and/or a deceptive manner;
- e) Knowingly make, omit, engage or cause or permit to be made, any representation relating to the direct selling operation, including remuneration system and agreement between IMC and the direct seller/Associate or the goods and/or services being sold by such Associate which is false and/or misleading;
- f) Force prospective or existing direct sellers/Associate to purchase any literature or training materials or sales demonstration equipment.

4 Termination, resignation, transfer and Rejoining of Business Associate

4.1 **Resignation:** - Associate can resign from Business Associateship any time. Although if he/she intends to rejoin the business, then he/she can join again only after 6 months of such resignation and cannot claim for the business, income and/or down line or Business team which was generated by him as per the old Associate ID. In this 6 month period, the Associate will not work and he/she will not be active in the Company's business.

4.1.1 Resignation Procedure:

- a. Business Associate has to submit a duly filled Resignation form stating reason for his/her resignation, to the company.
- b. He/She shall have no claims and rights on any incentive, commissions, gift and award arising through / by his associate ID from the date of resignation.
- c. Bonuses and BV's received by the resigning Business Associate's upline on the products returned will be deducted from the upline.
- d. Resigning Business Associate shall get a cheque on the cost of products returned (if any) after deducting bonuses on the original purchase, shipping cost and 10% handling charges or any other expense paid by the company, as Full and Final Payment to him/her.
- e. If the two spouses are simultaneously operating there IMC businesses (be it inadvertently or intentionally) in violation of the code of ethics and if such a malpractice went unnoticed by IMC then resignation / termination of any one spouse from the IMC business shall also be considered as resignation / termination by the other spouse.

4.2 **Cooling off Period:** - IMC also offer to its Business associates a 10 days cooling off period from the date of his/her joining, within which the direct seller may cancel the contact without being subject to any penalty and seek refund for any marketable product purchased within such time upon returning such product in "currently Marketable" condition.

4.3 **Termination:** - If any Associate violates any of the clause in this Code of Ethics and terms and conditions given in the Application form, then IMC reserves the right to terminated the delinquent Business associates' associateship with IMC immediately with written notice. It is important to note that once terminated, an Associate cannot rejoin the IMC Business.

CODE OF ETHICS

- 4.4 **Transfer of Business:** - If any Associate due to some reason wants to transfer his/her business, he/she shall have to take a prior consent from the IMC. Although a Business Associate can transfer the business to a family member only. All required documents related to this assignment shall be submitted to the Company along with the consent letter of Business Associate. IMC reserves the Right for any such Transfer of Business, the decision of the Company shall be binding and final.
- 4.5 **Inactivity, Rejoining and Change in Business Team:** A person can join as an IMC Business Associate free of cost and his Associateship remains valid for a period of 2 years from the date of last purchase. If an Associate wants to rejoin with another person/ Associate/ introducer/ sponsor, the rules given below will be applicable:
- 4.5.1 **Change in LoS of an Active Associate:** If a Business Associate wants to change his/her business team (Line of Sponsorship), he/she can do that by resigning as an associate and serve an inactivity period of 6 months by submitting a duly filled "Change in LoS" form, stating his/her reason.
- 4.5.2 **Inactive Associate:**
- If a person joins and don't do any business building activity, for a period of 2 months from the day of closing of previous month, i.e. (I) Buy and sell any product (II) Sponsor any Business Associate; such an Associateship will be moved to the database of Inactive Business Associates. IMC would not send SMS's about the business activities/ product launches to such Business Associate. However, A Business Associate who has sponsored another Associate and the sponsored Associate has been engaged in selling activities, such a distributor will not be transferred to inactive Associate database.
 - Inactive Business Associate can resign at any time and rejoin at any time under any other Business Associate without having to serve the inactivity period of 6 months as his associateship will be considered null and void upon his resignation.
 - Any Distributor who is in Inactive database can purchase IMC products at any point of time till his Associateship is valid and upon making such purchase his associateship will move to the database of active Associate.
- 4.5.3 If an existing Business Associate entices another Associate for joining his team as a Re-joiner either in his own name or in the name of any other family member, the Company reserves the right to terminate the New Associate ID of that Re-joiner and the entire team made by the Associate in new downline shall be transferred as downline in the old Associate ID of that Re-joiner. However, if such an associate has rejoined another business associate without any enticement and the other Business Associate not being aware of prior associateship of Re-joiner Associate or of their immediate family member, in such an event only the associateship of Re-joiner shall be terminated and downlines of such Re-joiner will not be transferred but will remain with the same Business associate under whom the Re-joiner was working as a downline.
- 4.5.4 IMC reserves the right to terminate, suspend, change the Line of Sponsorship or to take any other action against both/ anyone of the Business Associate who had enticed other Associate to join under his downline as a re-joiner and the re-joiner himself/herself. IMC also reserves the right to stop the sales incentive till the final settlement.

5 Product return policy

IMC is marketing products which are impeccable in quality, constant quality audit and safety checks ensures that only the best comes out in the market. Even after

CODE OF ETHICS

that if the Business associate feels that the products are not meeting his/her expectation in terms of quality and feels that there is a manufacturing or packaging defect in a product, then the Business associate can exchange/return the products. To return the product the Business associate shall contact the concerned Outlet/Distributor/ from which he has purchased the products within 30 days from the date of purchase. He/she is required to state a genuine reason for his returning the product and return the products along with the original invoice or receipt. In such cases, it is the associate's responsibility to check the expiry date and packaging of the products before processing the refund/exchange.

Documents required for returning the products along with the products:

- Product Return Form stating the reason for return
- Original invoice

This Product return Policy is there to help the Business Associates to minimize their risk, it is a duty of all the Business Associate to purchase the IMC product only after determining the requirement and demand of his/her circle. It is advised that Business Associate should not overstock the products and sponsor should guide his/her downline on purchase ethics. Associates should purchase products if 75% of the products in stock have been sold or consumed personally. If the Business associate is not able to determine his/her demands and follows a practice of returning the product very frequently, IMC reserves the right to reject the request of refund the amount of products returned.

6 Safeguard of Intellectual Property of IMC

The Company has invested a lot to build this brand IMC which is now a very common name in the towns of this country. IMC is taking all the necessary legal steps to safeguard its interest pertaining to its Intellectual Property. It is a duty to all the Business Associates to safeguard the IMC intellectual property like its Trademarks, patents and Copyrights. A business associate shall not infringe & bring into the notice of IMC if any such infringement of such Intellectual Right is happening under his watch.

- 6.1 All printed materials, labels, logos or slogans are the Copyright material of IMC and associate companies, No Associate or any other person has the right to use wholly or partly, the printed material without the written permission of the IMC and/or associate companies.
- 6.2 No Associate can repack the products or change the label, mark or logo of the company.

7 Advertisement and Social Media

- 7.1 Business Associate can advertise about the IMC business and/or the product through social and print Media, provided the Associate have taken prior permission to use the Name of the company and its trademarks and copyrights, in writing from the company.
- 7.2 It is the responsibility of the Business associate to ensure that no misleading, deceptive text, picture, video etc. has been advertised, which can allure anyone to join IMC business or buy IMC products. All such advertisements should particularly be in consonance with the official literature of IMC.
- 7.3 Infringement of IMC's Intellectual property rights or use of its Name or official logo without a prior written permission shall leads to a strict legal action against such delinquent associate along with such actions given in this code of Ethics.

8 No Principal- Agent Relationship

A business Associate shall work as an independent contractor and nothing shall establish either an employment relationship or any other labour relationship between IMC and the Business Associate to act as a producer, broker, commercial agent, contracting representative or other representative of IMC or its affiliated/ subsidiary company. It is important to note that :-

- 8.1 Business Associate shall not open a Bank account in the name of company i.e. IMC.
- 8.2 Business Associate should not sell or buy products on credit. If he/she does so then he/she will be solely responsible, and the IMC shall not bear any consequences in case of bad-debts.

9 No Tolerance towards Deceitful Business Practices

IMC believe in healthy competition and good conscience, hence IMC shall not tolerate any of the unethical business practices which includes but does not limits to:-

- 9.1 It is prohibited to change or misuse other's Associate Application Form, to stop the sale of the team or to utilize the sales of the team to complete personal sales volume targets.
- 9.2 If a Business Associate after taking/accepts payment from any other Associate against the products and fails to deliver the products and/or does not issues the bill for sale and/or misuses the sale money for his/her own benefit, IMC shall take a strong legal action against such Business Associate.
- 9.3 It is prohibited to offer any benefits in cash or kinds or to make any false promises to enroll somebody in the Business group.
- 9.4 It is prohibited to pressurize the team to sell products or use the sales of any other Associate to complete his/her own sales volume target or the sales volume target of any Associate of his/her team. A business Associate shall not advise anyone to buy IMC products in unnecessarily large quantities knowingly or unknowingly.
- 9.5 If an Associate is found guilty of any of the above four sub points, company provide o the Associate who has suffered because of such malpractices, right to seek to change his/her sponsor.

10 Miscellaneous

- 10.1 Company has the sole right to make any change in the Products, Price and Business Volume of the Products, Business Plan and Code of Ethics as per requirement at any time without any prior notice. Such change shall be communicated to all the associates through the official website of IMC. IMC shall not be responsible for any loss of the Associate due to any change thereof.
- 10.2 IMC shall not be responsible for any kind of losses occurred due to the termination of an Association. Associate will be solely responsible for all the losses.
- 10.3 IMC shall cease all the rights of the Associate after termination of his/her Associate ID and shall stop income from Business (if any) and his/her team will be rolled upto her/his sponsor/upline.
- 10.4 In case of resignation of an IMC Associate who have not achieved a level of 35%, IMC shall roll up his downlines in the business team of his / her sponsor. However, if the resigning associate have achieved a level above 35% then all the downlines except the Power Leg, shall be rolled up under the business team of the Active Silver

CODE OF ETHICS

present in the business team of the resigning associate. Notwithstanding to the above, IMC reserves the right to reconfigure the business group after the termination/resignation of an Associate for the best interest of the business.

11 Enforcement of Code of Ethic

- 11.1 Violation of Code of Ethics is an extremely serious matter, not only because of the effect it may have on the business of an individual Business Associate, but also, the result this conduct may have on the opinions of the IMC business held by the public, the media and government officials. IMC urge it's Associate to inculcate the practice of following these code of ethics in their respective business teams. In case of violation of these code of ethics, the Business Associates who is aggrieved from the violation of these ethics from any other Business Associates, can reach-out to the management and can complain the unethical practices like "enticing downlines to join others/own Business team" (Leg pulling case). The aggrieved Business associate can raise the compliant, within 2 years from the time of happening of such unethical practice by the delinquent associate. It is pertinent to note that IMC will not entertain any such compliant beyond the said period of 2 years.
- 11.2 IMC 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 IMC in any order or in any combination:
- a. Conduct reorientation meetings and charge back the expenses to the Line of Sponsorship;
 - b. Suspension period for the offending Business Associate;
 - c. Suspend invitations to company-sponsored trips,
 - d. Suspend authorisation to conduct sponsoring activity
 - e. Hold / forfeit payment of commissions, higher award monies, or other monies payable to the business.
 - f. Termination of the offending IMC Business Associate.
- 11.3 IMC will allow the Business Associate 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, IMC will take further enforcement action directly. Notice of such action shall be given by letter addressed to the violating Business Associate.

12 Termination and De sponsorship of IMC Business Associate:

- 12.1 Termination of IMC Business Associate means IMC terminates all the contracts it reached with the concerned Business Associate. From the date of issuance of the termination notice, the terminated Business Associate will immediately lose his all, rights and interests, including the bonuses generated from the concerned IMC business.
- 12.2 When a IMC business is terminated, the former IMC Business Associate loses all his/her position in the network, including, but not limiting to, bonus ranks and eligibility.
- 12.3 IMC has the right to terminate the agreement in the event of a serious breach of this Code and terms and condition of Business.



CODE OF ETHICS

12.4 Upon termination of his or her authorization as an IMC Business Associate for any cause whatsoever, the Business Associate shall forthwith:

- a. Cease to use all trademarks, trade names, insignia, or other industrial property used in or related to the IMC business, and
- b. Cease to identify himself as an IMC Business Associate.

The IMC Business Associate shall have the right to request a review of the decision by the Managing Director of IMC, whose decision shall be final and binding.
