



ENERGYWAVE TRADING INDIA PRIVATE LIMITED CONSENT DECLARATION

Dear Sir,

RE: CONSENT AND ACCEPTANCE OF TERMS TO BECOME A DISTRIBUTOR

I wish to give my irrevocable and unequivocal consent to become a Distribution Partner of ENERGYWAVE TRADING INDIA PRIVATE LIMITED (the "Company"). My details are as follows:

Name (as per National ID): _____

PAN No: _____

Registered Address: _____

I further state that I have read, understood, and accepted the following documents that govern becoming a Distribution Partner of the Company:

- i. Contract to become a Distribution Partner, along with any schedules, annexures and/or addendums
- ii. All terms and conditions for website use
- iii. All policies and procedures related to the goods and/or services of the Company
- iv. The Privacy Policy and other documents provided on the Company's website
- v. Any other documents provided by the Company relevant to becoming a Distribution Partner

The above shall collectively be referred to as the "Distribution Partner Agreements".

I understand and accept that my signature on this Consent Declaration means that I accept all the Distribution Partner Agreements and will not make claims against the Company for the same.

I allow the Company to keep a record of my signed consent to the Distribution Partner Agreements in any manner the Company deems fit.

I agree to execute any documents in favour of the Company to lawfully record my signed consent of the Distribution Partner Agreements.



I understand and accept that this Consent Declaration shall form a part of the Distribution Partner Agreements and shall run co-terminus with them.

Sincerely,

(Signature)

Name (as per
National ID): _____

CONFIDENTIAL



ENERGYWAVE TRADING INDIA WEBSITE TERMS OF USE

The following terms and conditions govern access to and use of the www.energywaveindia.com website (the "Energy Wave India Website") and the information, documentation, and services available on the Energy Wave India Website.

In addition, for Energy Wave India Members, the documents constituting the Member Contract as agreed upon during membership registration, including terms and conditions for the purchases of goods and services, and refunds apply.

The Terms of Use of the Energy Wave India website may be updated from time to time. Updated versions will be posted on the Energy Wave India Website and are effective immediately once posted. When using the Energy Wave India Website, you should regularly verify whether the Website Terms of Use have been updated and/or amended.

The Energy Wave India Website provides information on ENERGYWAVE TRADING INDIA PRIVATE LIMITED (the "Company" or "ENERGYWAVE TRADING INDIA"), the Energy Wave India Business and Energy Wave India products and services, is intended only for use from and in the Republic of India (India). All terms and conditions are governed by the laws of India. The Company is not liable and/or responsible for any usage of the Energy Wave India Website from other countries.

1. PASSWORD PROTECTED PARTS OF THE ENERGY WAVE INDIA WEBSITE

The password-protected parts of the Energy Wave India Website are intended exclusively for the use of Energy Wave India Members who have successfully completed the registration process. Individuals who wish to become members can complete the registration process as found on the registration section of the Energy wave India website.

Member Passwords should not be given to third parties and must be protected from unauthorized access. If Members become aware of any unauthorized use of their password, they should change their passwords immediately, and notify Energy Wave India of the breach. Energy Wave India is not liable or responsible for damage caused as a result of improper use and/or sharing of passwords.

2. ENERGYWAVE TRADING INDIA PRIVACY STATEMENT AND POLICIES

All personal data provided to the Company while using the Energy Wave India Website will be handled in accordance with the Company's data protection policy. For Members using the Password Protected portions of the Energy Wave India website, the relevant Member privacy policy applies.

All information provided to the Company during the use of the Energy Wave India Website must be correct, complete, and updated. Access to the website may be restricted and/or blocked if incorrect, incomplete, or outdated information has been provided.



3. COPYRIGHT AND USE OF ENERGYWAVE TRADING INDIA'S ONLINE MATERIALS

The Energy Wave India Website and documents made available on the Energy Wave India Website are the intellectual property of the Company, or used by the Company under a license and/or with permission from the owner of such rights. Materials protected by such intellectual property rights include the design, layout, look, appearance, graphics, photos, images, articles, stories, and other materials available on the Energy Wave India Website ("Online Materials").

Online Materials may only be reproduced, distributed, published, or otherwise publicly presented with prior written consent ENERGYWAVE TRADING INDIA. As an exception to this rule, the Company grants successfully registered members a limited, non-exclusive, revocable license to use Online Materials solely for the purposes of operating their business by downloading, storing, printing, copying, sharing and displaying Online Materials, provided that the Material is unaltered and it is clearly indicated that the materials were sourced from the Energy Wave India Online Materials. Should you have additional questions on the use of the Online Materials, please contact us at cs@ew-ww.com.

Should an individual's membership with ENERGYWAVE TRADING INDIA be terminated for any reason, the right to access and use the password-protected areas of the Energy Wave India Website also terminates automatically. Further, the terminated member agrees to delete and/or destroy and/or return all ENERGYWAVE TRADING INDIA materials, unless they need to be retained for compliance with other legal requirements.

4. LINKS TO OTHER WEBSITES

Links to websites outside of ENERGYWAVE TRADING INDIA are not within the Company's control. ENERGYWAVE TRADING INDIA is not responsible or liable for information on third-party websites. Third-party websites are governed by their own terms and conditions. Individuals are strongly encouraged to read these terms and conditions when using third-party websites.

5. LINKS FROM OTHER WEBSITES TO THE ENERGY WAVE INDIA WEBSITE

Should third-party websites desire to link to the Energy Wave India Website from their website, approval must be given by ENERGYWAVE TRADING INDIA. Interested parties are to email cs@ew-ww.com to inform the Company of said intention, and in order for the Company to notify parties of the Company's decision.



6. **LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES AND INDEMNIFICATION**

To the extent permitted by applicable law, neither ENERGYWAVE TRADING INDIA nor its affiliates shall be liable for any direct, indirect, consequential or other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, arising out of or in connection with your use or access to, or inability to use or access the Energy Wave India Website or its content.

ENERGYWAVE TRADING INDIA will use reasonable efforts to ensure that the information and materials provided on this Website are correct. However, ENERGYWAVE TRADING INDIA cannot guarantee the accuracy of all information, and does not assume any liability or responsibility for the Website's accuracy, completeness or authenticity for any information contained on this Website. ENERGYWAVE TRADING INDIA does not warrant that the operation of this Website will be uninterrupted or error-free, or that this Website is free from viruses or other components that may be harmful to equipment or software. ENERGYWAVE TRADING INDIA does not guarantee that the Energy Wave India Website will be compatible with the equipment and software which you may use and does not guarantee that the Energy Wave India Website will be available all the time or at any specific time.

Users agree to indemnify, defend and hold ENERGYWAVE TRADING INDIA and its affiliates harmless from any liability or loss, related to the use of the Energy Wave India Website, or any violation of this Terms of Use.

7. **RESTRICTING OR BLOCKING ACCESS TO THE ENERGY WAVE INDIA WEBSITE FOR VIOLATIONS OF THE WEBSITE TERMS OF USE**

In case of a violation of this Terms of Use, access to the Energy Wave India Website may be restricted or blocked.

ENERGYWAVE TRADING INDIA generally reserves the right to change in part or in its entirety the Energy Wave India website. The Company also reserves the right to block or discontinue the website or its content for any reason or at any time.

8. **SEVERABILITY**

Should any of the above provisions be invalid or declared invalid by a court, this will not affect the validity of the remaining terms.

9. **CHOICE OF LAW, JURISDICTION AND VENUE**

The use of the Energy Wave India Website and this Terms of Use are governed by the laws of the Republic of India. The courts of New Delhi have exclusive jurisdiction and venue for any disputes arising from or in connection with the use of the Energy Wave India Website or these Website Terms of Use.

10. **NOTICE**

Please reach out to our customer service team through email (cs@ew-ww.com) if you have any questions about this Terms of Use, or seek clarification on any matter regarding the Company.



ENERGYWAVE TRADING INDIA DISTRIBUTOR CONTRACT

ENERGYWAVE TRADING INDIA (the "Company") is pleased to welcome you as a valued Distribution Partner ("Distributor") and wish you the greatest success in your endeavours as an independent Distributor.

By choosing to become an International Member of Energy Wave Worldwide, you hereby declare that you are doing out of your own will without any undue influence or duress and agree to be governed by ENERGYWAVE TRADING INDIA's Distributor Contract. You agree to be bound by this Contract whether you conduct any distribution of our Products directly or indirectly, at any time. This is a legally binding Contract for Distributors of the Company.

The Company reserves the right to make changes to the contract from time to time. Continual association by you as Distributor shall be deemed as acceptance to the amended Contract.

1 DEFINITIONS

In this Contract, unless the context otherwise requires, the following words shall have the meaning ascribed thereto when used in capitalized form elsewhere in this Contract:

1. **Act** means the Consumer Protection Act, 1986 (68 of 1986) and shall include all amendments, modifications and re-enactments of the foregoing;
2. **Affiliate** in relation to a Person shall mean:
 - a. in the case of an individual, shall mean his/her Relatives (as such term is defined in the Act); and
 - b. any other Person, who Controls, is Controlled by, or is under common Control with, the first referred Person.
3. **Contract** means this Contract and includes any recitals, schedules, annexure or exhibits that may be annexed thereto and any amendments made thereto in writing and in accordance with the terms of this Contract.
4. **Applicable Law** means all local and national laws applicable to the Independent Member Business or Products (as defined below), including constitutions, treaties, statutes, laws (including the common law), bye-laws, acts, codes, rules, regulations, ordinances, orders, guidelines, policies, notices, direction, directives and standards of any governmental authority, governmental approvals and orders, decisions, injunctions, judgments, awards and decrees of or Contract s with any governmental authority which are legally mandatory in nature affecting obligations of either of the Parties.



5. **Approvals** means any approval, consent, permit, license, authorization, certificate, exemption, filing, registration, ordinance, guidelines, policies, notices, direction, directives and standards of any Governmental Authority which are legally mandatory in nature and/or other requirements, which are required under Applicable Law.
6. **Confidential Information** means any documents, data, or information related to the Company/ Distributorship Business that is not generally known to the public including but not limited to methods and procedures relating to the development and operation, whether contained in the business manual or otherwise; any technical and non-technical and current, future and proposed products and services, including for example and without limitation, the information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, affiliate and customer lists, the down line genealogy business forecasts, sales information, marketing plans, business plans, data, compilations, formulae, compounds, studies, photographs, findings, analogues, models, patent disclosures, procedures, processes, projections, protocols, results of experimentation and testing, strategies and techniques, and all tangible and intangible embodiments thereof of any kind whatsoever (including without limitation, apparatus, compositions, documents, drawings, machinery, patent applications, records and reports); and/ or any information received which is obligated to treat as confidential or proprietary; provided, however, that any such information will be considered confidential information, only if such information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary, or which by its nature or the context in which it was given should rightly be treated as confidential or proprietary information.
7. **Consumer/ Customer** means an end-user of Products offered through the Company whose Customer Application has been accepted by Energy Wave and may accordingly purchase Energy Wave Products & Services according to the applicable terms and conditions.
8. **Distributor/ Member** shall be a direct seller of the Company appointed by the Company to undertake Independent Member Business on principal to principal basis.
9. **Independent Member Business** shall mean and include conducting marketing, distribution and sale of Products & Services.
10. **Force Majeure** means Acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which could not by the exercise of reasonable diligence have avoided.



11. **Government Authority** shall mean any entity, authority or body exercising executive, legislative, judicial, quasi-judicial regulatory, statutory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India or any political subdivision thereof, or of any other jurisdiction relevant to the Independent Member Business or the transactions contemplated under this Contract, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange.
12. **Intellectual Property Rights** means all intellectual property rights owned/ assigned/ licensed/ obtained at present or in the future, by the Company and/ or its Affiliates including but not limited to name, marks, characters, artwork, designs, trade names, trademarks, or service marks, goodwill, training material, marketing material that is intangible or other electronic form or medium, copyright, technical know- how, all system and process specific information, domestic or foreign letter patent, patent, patent application, patent license, inventions, invention disclosures, software or software usage rights, formulae & processes, proprietary data/ data bases and all other similar items of intellectual property, whether registered or not, including any rights created by use thereof used or permitted to be used by the Company and/ or its Affiliates.
13. **Legal Person** shall mean and include any Person other than a Natural Person;
14. **Natural Person** shall mean and include any Person other than a Legal Person
15. **Persons** shall mean and include an individual, a sole proprietorship, an association, syndicate, a corporation, a firm, a partnership, limited liability company, an unlimited company, a joint venture, a trust, an unincorporated organization, a joint stock company or entity or organization, body corporate, Governmental Authority or a natural person in his capacity as trustee, executor, administrator, or legal representatives.
16. **Products** mean such goods and services as defined in the Act and further offered by the Company.
17. **Prospect** means a person to whom an offer or a proposal is made by the Distributor to become a Distributor of the Company.
18. **Relative** shall have the meaning ascribed to it under the Companies Act, 2013.
19. **Sponsor** refers to the Distributor who signed the Prospect on as a Distributor of the Company.
20. **State** includes all the states of India including union territories.



Interpretations in this Contract:

1. Headings, sub-headings, titles, sub-titles to clauses, sub clauses and paragraphs are for information and convenience only and shall not affect the interpretation of this Contract;
2. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to a gender includes a reference to the other gender;
3. Unless the context specifies otherwise, references to the Preamble, Recitals, Clauses, Annexures, Exhibits and Schedules shall be deemed to be a reference to the preamble, recitals, clauses annexures, exhibits and schedules of this Contract;
4. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Contract Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
5. The words 'include', 'includes' and 'including' are deemed to be followed by the phrase 'without limitation';
6. Capitalised terms used herein which are not specifically defined shall have the meaning ascribed to them in the Contract;
7. Time is of the essence in the performance of the Parties' respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence.

2 REGISTRATION AND KYC REQUIREMENTS

The Distributor hereby represents and warrants that to the Company at the time of registration as a Distributor with the Company and thereafter that:

1. The Distributor is an Indian citizen and not below 18 (eighteen) years of age in case of any Natural Person in all the States of India except Maharashtra and not below 21 (twenty-one) years of age in case of any Natural Person in the State of Maharashtra. In case the Distributor is a person other than a Natural Person, then in such a case such Distributor must be a Legal Person entitled to do business with eligibility to enter into a business contract.
2. All the documents and information including KYC documents submitted by the Distributor to the Company on the website www.energywaveindia.com is in accordance with the registration process as described on the website and the Distributor represents and warrants that the said documents and information provided are valid, true, accurate and correct.



3. The Distributor agrees and confirms that this Contract is consistent with Section 10 of the Indian Contract Act, 1872 and the rights and obligations are coextensive with rights and obligations of parties under the Indian Contract Act, 1872.
4. The Distributor represents and warrants that he and/ or representative of the Distributor in case of an entity, is not unfit to manage his business due to mental or legal reasons, which shall be determined by the Company at its sole discretion.
5. The Distributor represents and warrants that the Distributor has not been suspended/ convicted/ accused for any act from his/ its current professional or business by any Government Authority and is not/ has been not in judicial custody for any act.
6. The Distributor agrees and confirms that the Distributor is not compelled or induced by the Company to purchase Products of an amount that exceeds an amount that can be expected to be sold to Customers within a reasonable period of time, and the Distributor has taken the said decision after considering his individual capacity and resources as determined by the Distributor. The Company shall not be responsible for the same.
7. The Distributor agrees and confirms that at the point of registration to be a Distributor, he was not required to pay any joining fees or purchase any specified amounts of products or maintain any specified minimum inventory, or purchase any Company's product or any other product which is not of the Company, or purchase any voucher/ tickets to participate in sponsoring practices to become a Distributor of the Company.
8. The opportunity to become a Distributor is available to anyone regardless of race, sex, religion, gender and/ or political belief.
9. The Distributor may carry out Independent Member Business immediately after receipt of relevant notification from the Company and completion of other necessary administrative processes, as determined by the Company, at its sole discretion.
10. The Distributor shall continue to remain a Distributor of the Company unless this Contract is terminated by the Distributor or the Company as per the terms mentioned in clause herein below.
11. The Distributor agrees and acknowledges that the Distributor is running his business independently and has all the required licences (if any) to conduct business and sell the Company's products.
12. The Distributor agrees and understands that only one position in the compensation plan per Distributor is available. To be clear, this means that only one Distributor application is accepted per Natural Person or Legal Person, as the case may be.



13. The Company reserves the right to reject the application of a Distributor, at its sole discretion without assigning any reason. Further, the Company reserves the right to rescind the said Contract at its sole discretion within 30 (thirty) days from the date of generation of the Distributor User ID. Upon rescission of the acceptance, the Company shall give notice to the Distributor to notify him of the rescission. However, the Company is not obliged to give any reason to the Distributor for the Company's decision to rescind. Further, any compensation earned by the Distributor in such case of rescission, shall be determined as per terms of the Compensation Plan.

3 DISTRIBUTOR BACKOFFICE

1. Once the Distributor User ID is generated, the Distributor shall be able to access his account (the "Back Office") on the Company's portal using his Distributor User ID and a password. The Distributor shall be able to reset his password at any time after generation of Distributor User ID following successful registration. Once logged in, the Back Office will offer an overview of the Distributor's revenue, commission claims, invoices and Distributor and downline developments. The Back Office is a simple non-transferrable usage rights for this specific feature. The Distributor shall not alter, edit or otherwise redesign or issue sublicenses for access to any portion of the Company's Back Office.
2. The Distributor shall include his Distributor User ID in all his orders and correspondence with the Company.
3. The Distributor agrees and confirms that generation of the Distributor User ID shall be deemed acceptance by the Distributor of all the terms of this Contract. However, the Distributor shall have the right to repudiate this Contract within a period of 30 (thirty) days from the date of generation of the Distributor User ID ("Cooling Period"). During the said Cooling Period, the Distributor may repudiate this Contract without being subject to penalty for breach of contract. The Distributor may withdraw this Contract by writing a declaration in text form (letter or email) to the email address in clause before the expiry of Cooling Period without stating reasons. The deadline will be met if the withdrawal is sent in time (postmark/email date). Following the withdrawal, the Distributor may return to the Company any fee-based services that the Distributor received as a Distributor in exchange for the full purchase price along with any/all Confidential Information as per the instructions of the Company.
4. The Company reserves the right to rescind the said Contract at its sole discretion within 30 (thirty) days from the date of generation of the Distributor User ID. Upon rescission of the acceptance, the Company shall give notice to the Distributor to notify him of the rescission. However, the Company is not obliged to give any reason to the Distributor for the Company's decision to rescind.



5. The Distributor agrees and accepts that the registration of a Distributor with the Company is not subject to any registration fees. A Distributor shall not be required to pay any money to maintain his Back Office and other services and facilities which are provided by the Company, or any monthly subscription or renewal charge.
6. The Distributor is an independent contractor with the rights and obligations conferred by this Contract to promote or market the Products of the Company.
7. It is the Distributor's duty to keep the information contained in this Contract current and accurate. The Distributor must immediately inform the Company of any changes affecting the accuracy of information contained in this Contract. The Company may deactivate the Distributor User ID or declare this Contract void from its inception if the Company determines false or inaccurate information was provided and further any compensation earned by the Distributor in such cases may be repudiated, as determined by the Company, as per terms of the Compensation Plan. If the Distributor fails to update this Contract and/or Distributor Application Form, the Company shall have the right to take disciplinary action, including termination, against the Distributor.
8. The Distributor must protect his/its personal passwords and login information against third-party access and the Company shall not be responsible in case of unauthorised access due to the Distributor's sharing or revealing of the login information.

4 CONDUCT OF DISTRIBUTOR BUSINESS

IDSA GUIDELINES: The Company commits to abide by the Indian Direct Selling Association (IDSA) Guidelines. The Distributor also agrees and accepts to comply with the IDSA Guidelines during the Term of this Contract.

PURPOSE OF BUSINESS: The primary purpose of Distributor and the Company is to sell high quality Products to retail customers. As part of this process, the Distributor may introduce other Distributors to the Company to build a sales organization. However, introduction of other Distributor is not a Distributor's primary focus. A Distributor's fundamental obligation is to sell Products and increase the sales of Products to Customers, which includes developing and increasing sales channels to distribute the Products.



RESPONSIBILITIES OF DISTRIBUTOR:

1. The Distributor must comply with this Contract and with any Applicable Laws. The Company may, from time to time, amend this Contract and/or other documents/policies in connection with this Contract through notice which can be viewed on the website and on the Back Office of the Distributor. In the event the Distributor does not agree to be bound by any/all amendments, the Distributor may communicate his/its intention to terminate this Contract in writing as per terms mentioned in clause herein below. In case of no notice from the Distributor within a period of 30 (thirty) days from the date of amendment notice or continual business activities by such Distributor, whichever is earlier, it shall be deemed that the said Distributor has accepted the revised terms and the amendments to this Contract.
2. The Company does not permit the Distributor to sell/offer to sell the Products through his own third party retails stores and/or any other online website whether or not owned by the Distributor. The Distributor agrees and confirms that any sale of the Product shall be done from the online shop of the Company, or the Distributor's replicated website, which shall be given to him/it as part of their business tools. However, the Distributor shall be allowed to display the Product at his/its place of business to promote the Product. The Distributor agrees and confirms that the business activities carried here shall run and be operated by the Distributor in an independent manner. The Distributor bears all risk from the existing business and/or occupation (if any) and the Company shall not be liable for the same.
3. The Distributor shall not use any such advertisement or marketing activity to conduct mass communication of the Product.
4. The Distributor, while conducting his/its business activities, shall not state that the Products present any features that cure, treat, mitigate, diagnose, rehabilitate, heal, cleanse, prevent disease or any injury or present any features with regards to its use, accessories or benefits that the Product does not possess. The Distributor understands and confirms that the Products rather support energetic balance and enable better recovery, vitality and wellbeing which might differ from person and person and accordingly, each Person using the Product might experience its effects differently. The Distributor shall keep himself fully informed about the Product details and other information in connection with the Product as communication by the Company in writing, from time to time.
5. The Distributor shall not act or present the Company and/or its Products in a fraudulent manner and/or not display, promote or sell or conduct Independent Member Business of such products in the name of the Company which are not associated with the Company and/or its brand.
6. The Distributor shall not make representations stating that the Distributor will sell/attempt to sell the Products at a price below the purchase price.



7. The Distributor shall not tamper with the labelling or do repackaging or otherwise alter the nature and look of the Product, at any time whatsoever.
8. The Distributor will act as an independent entrepreneur and is not an employee or sales representative or broker of the Company. There is no revenue, purchase or other activity requirements applicable to the Distributor, except for the contractual obligations enumerated herein. The Distributor will not be subject to directives by the Company, except with respect to the contractual obligations stated herein, and will bear the full entrepreneurial risk of their business actions, including the obligation to bear all of their business costs. The Distributor must set up and operate their establishment, if necessary, in the sense of a prudent and reasonable businessperson.
9. As an independent entrepreneur, the Distributor is solely responsible for compliance with the relevant statutory provisions, including tax and social law requirements (e.g. obtaining a turnover tax identification number or registering his employees with social insurance, as well as for obtaining a trade licence, if necessary). In this respect, the Distributor assures that all commission income which he earns in the course of his activities for the Company will be duly taxed at his registered office. The Company shall not pay any social security contributions for the Distributor.
10. As an independent entrepreneur, the Distributor is responsible for compliance with all applicable legal regulations, relevant statutory provisions, including tax and social law requirements, requirements under tax and applicable law requirements (e.g. obtaining a turnover tax identification number or registering his employees with the social insurance, as well as for obtaining a trade licence, if necessary). The Distributor is responsible for taxation for all commissions they receive for their Independent Member Business and confirms that all commission income which he earns in the course of Independent Member Business of the Products for the Company will be duly taxed and the Company shall not make any contributions for the same. The Company reserves the right to use the agreed commission to deduct the respective amounts for taxes and duties or to obtain compensation or damages which the Company incurs through violations of the above-stated requirements, unless the Distributor is not responsible for the damages or expenses.
11. Through their activities, the Distributor may not violate competition law or any other applicable law and/or the rights of the Company, its Distributors, affiliates including affiliated companies and/or other third parties, or harass third parties, or otherwise break applicable laws. The Distributor agrees that there is a prohibition against non-permitted telephone marketing and sending unwanted marketing emails, faxes or text messages (SPAM) while conducting Independent Member Business.



12. Marketing material created by the Distributor may not include information about their remuneration from the Company. During initial discussions, the Distributor shall expressly inform the Prospects that regular work is required for a high income. The Distributor understands that and further shall expressly inform the Prospects that the Independent Member Business may not pretend to offer commissions for merely recruiting new Distributors and shall not create the impression that the advertised distribution system is unlawful, i.e., an illegal pyramid scheme or another type of scam distribution system.
13. The Distributor while conducting Independent Member Business shall not target minors or persons without business experience and shall not take advantage of age, illness or other limited comprehension to conclude a contract. When contacting so-called socially deprived or foreign language groups, the Distributor must be considerate of their financial, comprehension and linguistic abilities and may especially not prompt such groups to place orders unsuited to their means.
14. The Distributor understands and agrees that inappropriate, illegal or uncertain distribution or marketing actions that exert unwarranted pressure on Customers are prohibited while conducting Independent Member Business.
15. The Distributor while conducting Independent Member Business shall only refer to letters of recommendation, test results or other persons authorized by the Company in writing. References must be accurate and not outdated. Letters of recommendation, tests and personal references must also be related to the intended purposes.
16. The Distributor while conducting Independent Member Business agrees and accepted that the Prospects/Customers may not be induced to purchase Products through dubious and/or misleading promises or assurances of special benefits tied to uncertain future successes. The Distributor must refrain from having Prospects/Customers accept offers merely as personal favours or to end unwanted discussions or to obtain or show gratitude for benefits that are not part of the offer.
17. The Company reserves the right to provide legally reviewed marketing and distribution documents for every new State.
18. Changes to the Back Office/referral links provided to the Distributor require the Company's prior express written consent. If the Distributor offers the Company's Products on other Internet media, e.g., social networks(e.g., Facebook or Instagram), online blogs or chat rooms (e.g., WhatsApp or Snapchat), the Distributor may only use the Company's official advertising statements and may not include information about their earnings or income opportunities at the Company or advertise for employment opportunities at the Company and the same shall be done as per the Social Media Guidelines enumerated by the Company from time to time.



19. The Distributor may, to the legally permissible extent, present and revocably display Products through private discussions, at “home parties,” online events and/or online conferences of the Distributor. Furthermore, Products can be sold to the Customers by the Distributor through online shop of the Company using the Distributor’s referral or through the Distributor’s replicated website. However, the Company’s Products may not be offered through other points of sale, especially Internet platforms, such as eBay or Amazon, on TV shows, via telemarketing, teletext marketing or comparable sales channels.
20. The Distributor may not sell or otherwise distribute their own marketing and/or sales documents to other Distributors of the Company.
21. Furthermore, the Distributor may only present/display Products at fairs, roadshows or trade exhibitions with Company’s written consent.
22. The Distributor may not create the impression of acting on behalf or in the name of the Company during business transactions. The Distributor must present themselves as an independent Distributor of the Company. Internet websites, letterheads, business cards, car graphics and advertisements, etc., must include the notice “Independent Distributor of Energy Wave” and may not feature the Company’s mark and/or the marks, work titles, business relationships or other marks of the Company and/or its affiliates without their prior express written consent. Furthermore, the Distributor may not request or take out loans, create expenditures, enter into commitments, open bank accounts, conclude other Contracts or issue other binding declarations of intent in the name of the Company and/or its Affiliates.
23. The Distributor is neither granted debt collection authority nor power of attorney to represent the Company towards third parties. The Distributor must not settle liabilities from brokered transactions.
24. The Distributor may not refer to brands of competitors negatively, disparagingly or otherwise unlawfully or evaluate other companies negatively or disparagingly or use negative, disparaging or otherwise unlawful evaluations to solicit Distributors from other companies. Any brands, work titles, business relationships or presentation, marketing, training or film material or other identifiers (including photographs) of the Company are protected by copyright.



25. Internet domain registration to sell the Company's products requires the Company's express prior written consent. Further, the Distributor agrees and confirms that the content displayed on the said internet domain shall be the registration of the Distributor only and further the Distributor shall ensure that the said content is in line with this Contract at all times whatsoever. Furthermore, registration of own brands, work titles or other property rights that include the Company's brands, product descriptions, work titles or business relationships that may be registered in another country/region or otherwise protected brands, product descriptions, work titles or business relationships of the Company or of its affiliates is prohibited. This prohibition also applies to identical and similar signs or goods.
26. After resigning from a previous position, a Distributor may re-register with the Company. However, 6 (six) months must have passed since the resignation and confirmation by the Company of the old position's termination for this to occur.
27. The Distributor may not answer questions from the media about the Company, Products, Compensation Plan and/or other Company's services. The Distributor must forward any media questions to the Company without delay.
28. The Distributor shall ensure that any customer data obtained through the Independent Member Business will only be used for the Distributor's activities for the Company and will not be transferred to and/or used by third parties or for third-party services, and further, the Distributor complies with the Confidentiality clause enumerated herein below.
29. The Distributor may only advertise for and distribute the Company's services or recruit new Prospects in states officially opened by the Company.
30. The Company will allow the Distributor to acquire Products for personal needs or the needs of family members. Under no circumstances may the Distributor or members of their family induce other Distributors or third parties to acquire goods in excess of their own needs to establish commission claims or pretend to be doing family members a "favour."
31. The Distributor understands and accepts that use of fee-based telephone numbers to market Products is prohibited.
32. The Distributor must notify the Company, in writing, truthfully and without delay about any violations of this Contract or of other applicable laws by other distribution partners.
33. The Distributor agrees and confirms that all the terms with respect to delivery, sale, etc. not specifically mentioned herein shall be communicated to the Distributor by the Company, in writing and the Distributor agrees to abide by the same, at all times whatsoever.



GENERAL ETHICS:

The Distributor must operate in an ethical, professional, and courteous manner and shall abide by the following:

34. The Distributor must operate its account honestly.
35. The Distributor should indicate to prospective customers and other Distributors who the Distributor is, why the Distributor has contacted them, and what Products the Distributor is selling.
36. The Distributor shall not make false or misleading claims about potential earnings under the Compensation Plan or about the benefits of using the Company's Products.
37. The Distributor shall not pressure any other Distributor or prospective Distributor to operate in a financially irresponsible way, including, but not limited to, pressuring them to buy more Products or business support materials and services than they can reasonably use or sell, or to maintain specific inventory requirements.
38. The Distributor must not encourage or recommend that the Distributor or prospective Distributor incurs debt in order to participate in the Independent Member Business.
39. The Distributor must explain how to return Products or cancel an order.
40. The Distributor must not represent to prospective Distributors that they are required pay registration fees to become a Distributor. Prospective Distributors must be informed that they can sign up as customers and/or that they may purchase Products individually and not in Product packages.
41. The Distributor may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, exaggerated/non-guaranteed claims, representations, or statements about the Company, its Products, or commercial activities, other Persons, other companies (including competitors); or other companies' products, services, or commercial activities, price, quality, content, application, style, mode of operation, place or origin, availability of the Products while conducting Independent Member Business..
42. The Distributor must operate his account in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favours, or other physical, verbal, or visual behaviour of a sexual nature, with another Distributor, Company employee or customer.



43. The Distributor may not contact, either directly or indirectly, the Company's vendors, suppliers, scientific advisory board members, basic research partners, or any other advisors or consultants of the Company without the prior written consent of the Company.
44. The Distributor must comply with all anti-corruption laws, including the countries in which the Company does business.
45. The Distributor will not act in any way, including actions outside the Distributor's scope, which could be considered detrimental to the business and/or reputation of the Company or its Affiliates. The Company has the right to, in its sole discretion, determine what actions may be considered detrimental and take action against the Distributor according as per clause with respect to termination and/or suspension terms enumerated herein below.
46. As a condition to participating as a Distributor, the Distributor grants the Company the right to review any records related to the Distributor's account in order to investigate whether the Distributor has been operating in compliance with this Contract. The Distributor is expected to review his records at any time and for any reason. The Distributor must comply with any request to review the Distributor's account records by promptly and completely making the Distributor's true records available for review by the Company.
47. The Distributor 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 the Independent Member Business to any prospective Distributor, in their interaction with prospective Distributors;
 - c. Make any factual representation to a prospective Distributor that cannot be verified or make any promise that cannot be fulfilled;
 - d. Present any advantages of the Independent Member Business to any prospective Distributor in a false and/or deceptive manner;
 - e. Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Independent Member Business, including remuneration system and Contract between the Company and the Distributor, or the goods and/or services being sold by such Distributor which is false and/or misleading;



- f. Require or encourage Distributors recruited by the first mentioned Distributor to purchase goods and/or services in unreasonably large amounts;
 - g. Provide any literature and/or training material not restricted to collateral issued by the Company, to a prospective and/or existing Distributors both within and outside the parent Company, which has not been approved by the parent Company;
 - h. Require prospective or existing Distributors to purchase any literature or training materials or sales demonstration equipment.
48. The Distributor must carry appropriate identification when visiting customers. The Distributor must also make an appointment and get the customer's approval before visiting the customer's premises;
49. The Distributor must, at the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the Company, the nature of the goods or services sold and the purpose of the solicitation to the prospective customer;
50. The Distributor must offer a prospective customer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, and after-sales service;
51. The Distributor must provide the following information to the prospect/Customers at the time of sale, namely:
- i. Name, address, registration number or enrolment number, identity proof and telephone number of the Distributor and details of Company;
 - j. A description of the goods or services to be supplied;
 - k. Explain to the consumer about the goods return policy of the company in detail before the transaction;
 - l. The Order date, the total amount to be paid by the customer along with the bill and receipt;
 - m. Time and place for inspection of the sample and delivery of goods;
 - n. Information of his right to cancel the order and/or to return the product in saleable condition and avail full refund on sums paid;
 - o. Details regarding the complaint redressal mechanism;



52. The Distributor shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

5 NON-COMPETE

1. The Distributor shall not, in any manner, directly or indirectly, promote, market or sell the products or services of another Person who is directly or indirectly competing with the Company. In case the Distributor has a pre-existing business relationship with that such Person prior to becoming the Distributor of the Company, then on becoming the Distributor of the Company the same shall be conducted, subject to prior written approval from the Company. Notwithstanding the foregoing, the Distributor shall not offer third-party products, services or opportunities in conjunction with the sale of Products of the Company, or package third-party products, services or opportunities with Products of the Company, or offer or promote third-party products, services or opportunities at Company's meetings, calls or any other Company-related events, without the prior written consent of the Company. Further, the Distributor is not permitted to sell products or services of other Persons to other Distributors of the Company, at any time whatsoever.
2. The Distributor shall not, in any manner, directly or indirectly, recruit, solicit, or sponsor any other Distributor or customer of the Company, to:
 - a. form a direct/indirect relationship with;
 - b. promote, sell or purchase the products or services of;
 - c. participate as an employee/direct seller of;
 - d. or otherwise associate with, any other Person who is in the direct selling business and/or Competitor of the Company, or encourage any other Distributor or customer of the Company to do so or to terminate their relationship with the Company, for any reason whatsoever.
3. The Distributor's obligations under this clause shall survive during the Term of this Contract and for a period of 2 (two) years from the date of the Distributor's resignation, termination, change in ownership status of such Distributor.
4. The Distributor agrees and confirms that in addition to compensatory damage awards to the Company, the Company shall also be entitled to temporary and permanent injunctive relief as an appropriate remedy to prevent further damage to the Company directly/indirectly.



6 EXCLUSIVITY

The Distributor acknowledges and agrees that a Distributor, which has achieved a level determined by the Company, is being compensated, publicly recognized and otherwise promoted by the Company as a Distributor and is reasonably expected to exclusively sell the Company's Products, train other Distributors on their Team and promote the Company's Independent Member Business. Such Distributor shall not be engaged in any activity for any other direct selling company.

7 CONFIDENTIALITY

1. The Distributor understands and acknowledges that as a result of his position in the Company, the Distributor shall have access to Confidential Information that the Distributor acknowledges to be proprietary, highly sensitive and valuable to the Company's Independent Member Business and other business. Further, the Distributor understands and acknowledges such Confidential Information is available to the Distributor solely and exclusively for purposes of furthering the Independent Member Business of the Company's Products and to further build and promote the Independent Member Business. During the terms of this Contract and thereafter, the Distributor shall not, for any reason, on his own behalf, or on behalf of any other Person:
 - a. Disclose any Confidential Information related to or contained in the Network of Distributor to any third party directly or indirectly;
 - b. Use the Confidential Information to compete with the Company, or for any purpose other than promoting the Company;
 - c. Solicit any Distributor or customer of the Company or of the Network, or in any manner attempt to influence or induce any Distributor or customer of the Company, to alter their business relationship with the Company;
 - d. Use or disclose to any Person any Confidential Information related to or contained in the Network that was obtained; or
 - e. Recruit or attempt to recruit an existing Distributor for another direct selling business of other Person;
2. Upon non-renewal, resignation or termination of this Contract, the Distributor shall promptly destroy or return to the Company all Confidential Information, as per the instructions of the Company.
3. The Distributor agrees and confirms that in addition to compensatory damage awards to the Company, the Company shall also be entitled to temporary and permanent injunctive relief as an appropriate remedy to prevent further damage to the Company directly/ indirectly.



8 NON-DISPARAGEMENT

1. In consideration of the Company's recognition and other compensation that the Distributor receives, the Distributor agrees and accepts to not disparage the Company, or any other company or person, including but not limited to other Distributors, the Company's Products, the Policies and Procedures or Company employees. The Distributor agrees and accepts that such behaviour on the part of the Distributor may result in termination of this Contract.
2. The Distributor agrees and confirms that in addition to compensatory damage awards to the Company, the Company shall also be entitled to temporary and permanent injunctive relief as an appropriate remedy to prevent further damage to the Company directly/indirectly.

9 TERM, TERMINATION, RESIGNATION, BREACH OF TERMS

1. The Distributor agrees and confirms that the relationship between the Distributor and the Company is based entirely on this written Contract. The Contract may be amended by the Company in accordance with the terms of this Contract. The Distributor shall not amend the Contract unless the amendment is in writing and signed by the Distributor and the Company. Neither the Distributor nor the Company may claim that this Contract:
 - a. has been altered or amended by any practice or course of dealing or course of action;
 - b. has been modified or amended verbally by an officer or employee of the Company; or
 - c. that there is a quasi-contract or an implied in fact contract between the Distributor and the Company.
2. The Distributor agrees and confirms that that any act by the partner, agent, representative, employee of the Distributor shall be considered as the acts of the Distributor and accordingly shall be subjected to the terms of this Contract.
3. The Distributor agrees and confirms that this Contract shall be valid for a term of 12 months ("Initial Term") and shall be automatically extended by a further period of 12 months ("Renewal Term"), if it is not terminated by the Distributor within the Contract Term with a notice period of 30 (thirty) days in writing. Initial Term and Renewal Term shall be collectively referred to as "Term".



4. The Distributor agrees and understands that violation of terms of this Contract is an extremely serious matter. Accordingly, the Company will make efforts to correct any violation through guidelines and counselling. In the event the Company is of the opinion that further action will have to be taken in case of more serious violations, which shall be determined by the Company at its sole discretion, then the Company reserves the right to take any of the following actions against such Distributor:
 - a. Warning the Distributor of the violations committed;
 - b. Blocking/suspending the Distributor from doing Independent Member Business of the Products for such period and on such terms as determined by the Company;
 - c. Termination of the Contract of such Distributor.
5. The Distributor agrees and understands that in case of violation of the Company's policies and procedures and other terms of this Contract by any Distributor of the Company, such Distributor agrees to notify the Company by reporting it to customer service, enumerating the details of the violation and all facts and documentary or other evidence connected with it.
6. Warning:
 - a. In the event of a first violation of the obligations of this Contract, the Company shall issue a written warning to such Distributor, setting a deadline of 10 (ten) days to remedy the violation of obligations. The Distributor undertakes to reimburse the costs of the warning letter, in particular the lawyer's fees incurred for the warning letter.
 - b. The Company is entitled to extraordinary termination without prior warning in the event of a particularly serious breach of applicable contractual or statutory law, but may, at its own discretion, also take the measures set forth in clause 9.6 in the event of an initial breach of duty at its own discretion. If the same or a similar infringement occurs again after expiry of the remedy period set by the warning, or if the originally warned infringement is not remedied, a contractual penalty at the discretion of the Company and to be examined by the competent court in the event of a dispute shall immediately become due. The assertion of the contractual penalty shall also incur further attorney's fees, which the Distributor shall be obliged to reimburse.
 - c. Irrespective of the forfeited contractual penalty, the Distributor shall also be liable for all damages incurred by the Company as a result of a breach of duty by the Distributor, unless the Distributor is not responsible for the breach of duty.



7. Suspension:

- a. In the event that the Distributor does not provide the requested evidence (e.g. proof of identity and proof of trade) within 30 (thirty) days of registration and/or knowledge of the requirements for payment of remuneration or commission advances or other payment or such period as communicated by the Company, the Company shall be entitled to temporarily block the Distributor's access in the Company's system until the time when the required documents are provided. The suspension period does not entitle the Distributor to extraordinary termination and does not give rise to any claim for repayment of the starter set already paid for, or any other claim for damages, unless the Distributor is not responsible for the suspension.
- b. The Company is entitled to reimbursement of the costs required for this reminder for each case of reminder of unprovided documents as determined by the Company in clause 9.7 hereinabove after the reminder has been issued.
- c. Remuneration or commission advances or other payments which cannot be paid out due to the aforementioned reasons shall be suspended by the Company as a non-interest-bearing provision and shall expire at the latest within the statutory limitation periods.
- d. Irrespective of the reasons for blocking stated in clause 9.7, the Company reserves the right to suspend the provision for an important reason. In particular, the Company reserves the right to suspend the Distributor's access without notice if there is any important reason and the Distributor does not remedy the corresponding breach of duty upon a corresponding warning from the Company within the period of 30 (thirty) days or if the breach of duty entitles the Company extraordinary termination.



8. Termination:

- a. Regardless of the reason for termination during the Term, both parties have the right to terminate this Contract extraordinarily for an important reason. A further important reason for termination by the Company is a breach of one of the contractual obligations. If the Distributor does not comply with its obligation to eliminate the defect in due time or if the same or a comparable breach occurs again at a later point in time after the breach of obligation has been eliminated. In the event of a particularly serious breach of the applicable contractual or statutory law, as determined by the Company, at its sole discretion, the Company shall be entitled to terminate the contract without notice. Furthermore, each party shall be entitled to terminate the contract on grounds of extraordinary termination if insolvency/bankruptcy proceedings have been instituted against the other party, or if such proceedings have been refused for lack of assets, or if the other party is otherwise insolvent, or if an affidavit of insolvency has been issued within the scope of execution. The right to extraordinary termination exists without prejudice to further claims.
- b. After termination of a contract, a new conclusion of the contract is only possible after an expiry of a period of at least 6 (six) months, subject to any other separate written regulation.
- c. Upon termination of the contract, the Distributor shall no longer be entitled to commission. This does not apply to contracts that have already been successfully brokered at this point in time. The right to these commissions remains unaffected. Furthermore, the Distributor shall not be entitled to any compensation claim upon termination of the contract, as the Distributor is not a Distributor of the Company within the meaning of this Contract.
- d. Notices of termination shall only be accepted in written form; whereby ordinary notice of termination may also be given by e-mail.



9. Separation/dissolution: In the event that a Distributor registered as a registered partnership, if the legal entity or partnership terminates its partnership internally, only one Distributor position remains even after the separation, dissolution or other termination of one of the aforementioned companies. The separating member(s)/partners must agree internally by which member(s)/partners the contractual partnership is to be continued and notify the Company of this by means of a written notification signed by both parties and certified by a notary or by submission of a corresponding court order. In the event of an internal dispute about the consequences of separation, dissolution or other termination with regard to the contractual partnership at the Company, the Company reserves the right of extraordinary termination if such a dispute leads to a neglect of the obligations of the Distributor, to a violation of this Contract, to a violation of applicable law or to an unreasonable burden on the downline or upline.
10. The Distributor shall indemnify the Company from liability at the first request by the Company in the event of any damages, lien, claim or penalties issued by a related/unrelated third party due to a breach of any of the contractually stipulated obligations or any other breach of applicable law by the Distributor. In particular, the Distributor undertakes in this respect to assume all costs, in particular attorneys' fees, court costs and compensation costs, incurred by the Company in this connection.

10 DISTRIBUTOR PROTECTION

1. The active Distributor who first gains a new Distributor to conduct Independent Member Business of the Products of the Company shall be assigned the new Distributor in its structure in accordance with the Compensation Plan and the placement requirements set forth therein ("Distributor Protection"), with the date and time of receipt of the registration application from the new Distributor by the Company being the allocation date.
2. The Company is entitled to delete all personal data including the e-mail address of a sponsored Distributor from its system if advertising mailings, letters or e-mails with the notice "moved", "deceased", "not accepted", "unknown" or similar are returned and the newly recruited Distributor or the Sponsor does not correct the incorrect data of the newly recruited Distributor within a reasonable period of 30 (thirty) days. If the Company incurs costs due to undeliverable advertising mailings and parcels, it shall be entitled to reclaim the costs from the Party who provided the undeliverable address.
3. Furthermore, the Distributor agrees and understands that cross-line sponsoring and the attempt to do so within the Company is prohibited. Cross-line sponsoring refers to the acquisition of a natural or legal person or a partnership that is already the Company's Distributor in another sales division or has had a Distributor Contract within the last 6 months. In this respect, it is also prohibited to use the name of the spouse, relatives, trade names, corporations, partnerships, trust companies, affiliates or other third parties in order to circumvent this provision.



4. The Distributor agrees and understands that Bonus manipulations are prohibited. This includes, in particular, sponsoring Distributors who do not actually conduct Energy Wave business (so-called straw men), as well as open or concealed multiple registrations, insofar as this is prohibited. In this respect, it is also prohibited to use the name of the spouse, relatives, trade names, corporations, partnerships, trust companies or other third parties in order to circumvent this provision. It is also prohibited to induce third parties to sell or purchase goods in order to achieve a better position in the compensation plan, to manipulate the group bonus or otherwise bring about bonus manipulation.
5. The Distributor is not entitled to any territorial protection.

11 ADJUSTMENT OF PRICES AND COMISSIONS

The Company reserves the right, in particular with regard to changes in the market situation, Government Authority, Applicable laws and/or license structure, to change the prices to be paid by the Distributor or the commission shares allocated to the services, the remuneration plan or user fees at the beginning of a new quarter or any time determined by the Company. The Company shall notify the Distributor of the change within a reasonable period prior to the change. If the Distributor does not object to the amended terms and conditions within 30 (thirty) days of notification, they shall become an integral part of the contract. Changes known at the time of the conclusion of this Contract are not subject to notification and do not entitle the Distributor to object. In the event of an objection, the Company shall be entitled to terminate this Contract extraordinarily at the point in time at which the amended or supplementary terms and conditions are to come into force.

12 RENUMERATION, COMISSIONS, AND INVOICING

1. As remuneration for successful placement and his business activities, the Distributor shall receive commissions upon attainment of the required qualifications as well as other remuneration resulting from the Company's remuneration plan, including the respective qualification requirements. All commission claims result from the respective valid remuneration plan in force at the time, which the Distributor can view in the Distributor's Back Office. Payment of the remuneration shall cover all costs incurred by the Distributor in maintaining and carrying out the Independent Member Business of the Products of the Company, unless they have been contractually agreed separately.



2. A successful mediation within the meaning of clause 12.1 hereinabove of this Contract shall only exist if the contractual relationship between the customer and the Company has been effectively established and the customer has not revoked his application for the conclusion of a Contract, in particular in accordance with the provisions on distance selling or doorstep selling. Furthermore, a claim for remuneration shall only arise when the payment has been credited in full to the account of the Company by the Customer and all other conditions for payment have been met. Excluded from this are internal financing or instalments where a commission is charged. In particular, a claim for commission shall not arise if:
 - a. the Customer makes use of his right of revocation,
 - b. the contract is legally challenged by the Customer;
 - c. the Customer order has come about illegally;
 - d. the credit assessment of the Customer is negative and therefore no contract is concluded;
 - e. the Company rejects the acceptance of the contract;
 - f. Incorrect and/or incomplete Customer orders are submitted;
 - g. Furthermore, in cases of fraudulent mediation, either by fraudulent or abusive measures of the Customer, the Distributor or its vicarious agents, no commission claim arises.
3. The Company reserves the right to require the Distributor to provide proof of identity and business registration (e.g. presentation of business license) prior to the first payment of commissions. At the Company's option, proof of identity may be provided in the form of a copy of the identity card or passport in connection with a current electricity, gas, water or other consumption bill (not older than one month) and must be provided within 30 (thirty) days of the request. In the case of Legal Person, proof of identification of the responsible person (e.g. managing director or personally liable shareholder) must be provided as determined and instructed by the Company and, if an entry has been made in the commercial register, a copy of the current extract from the commercial register (not older than one month).
4. Commissions of the Distributor shall be credited on request by the Distributor and, unless a deviating account has been expressly accepted in writing by the Company, commissions shall only be paid out to accounts in his name or in the name of a Legal Person, as the case may be, which are in a contractual relationship with the Company. The Distributor agrees and understands that payments to third-party accounts or to a bank account outside the country in which the Distributor is registered cannot be made.



5. The Parties agree that no claims exist or can be asserted for a higher commission than that on which this Contract is based. The commission covers all claims of the Distributor, in particular all travel costs, expenses, office expenses, telephone costs or other expenses for advertising material, as well as all other costs in connection with the performance of the Contract. The payment of the remuneration pursuant to this clause also covers all services provided by the Distributor, in particular the production and maintenance of the Distributor's stock and customer base as well as the resulting future market potential, and is in the sense of an advance payment for this, so that in the event of termination of this Contract by whichever party, for whatever reason, no severance payments and/or claims for compensation on whatever legal grounds are to be made.
6. The Company is entitled to assert a right of retention within the scope of the statutory provisions. Furthermore, the Company shall be entitled to assert a right of retention in respect of the payment of commission if not all contractually or legally required documents are available prior to the first payment, which shall be determined by the Company, at its sole discretion. In the event that the Company exercises the right of retention of commission payments, it shall be deemed agreed that the Distributor shall not be entitled to any interest claim for the period of the commission retention.
7. The Company shall be entitled to set off claims to which the Company is entitled against the Distributor in whole or in part, against the latter's commission claims. The Distributor shall be entitled to set-off if the counterclaims are undisputed or have been finally determined by a court of law.
8. Assignments and pledges of claims of the Distributor arising from the Distributor's contracts are excluded insofar as this is not contrary to applicable law. The encumbrance of the contract with rights of third parties is not permitted, as far as the applicable law is not opposed.
9. The Distributor shall immediately check the invoices issued and immediately notify the Company of any objections. All commission claims result from the respectively valid compensation plan which the Distributor can view in his Back Office. Incorrect commissions, bonuses or other payments must be notified to the Company in writing within 60 (sixty) days of the incorrect payment. After this date, the commissions, bonuses or other payments shall be deemed approved.



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10. The commissions shall be paid at the express request of the Distributor, taking into account Company's payment modalities and methods. The Company reserves the right to transfer commissions only after a total amount of Rs. 2500/- (Rupees Two Thousand Five Hundred Only) has been earned by the Distributor, as determined by the Company and in accordance with the Compensation Plan for the Independent Member Business of the Products of the Company. In the event that the minimum payment amount as stated herein is not reached, the commission claims will be continued in the business account maintained with the Company for the Distributor. It shall be paid out to the Distributor on such date after the minimum payment amount has been reached by the Distributor, as determined by the Company and in accordance with the Compensation Plan for the Independent Member Business of the Products of the Company.
 11. Inclusion of the compensation plan: The Distributor agrees and confirms that
 - a. The Company's compensation plan and the specifications contained therein are also expressly part of this Contract. The Distributor must always comply with these requirements as set forth in the applicable version.
 - b. By sending the online application to the Company, the Distributor also confirms that he has taken note of the Company's compensation plan and accepts it as part of the Contract.
 - c. The Company is entitled to change the Company's compensation plan at any time. The Company will give reasonable notice of any changes to the compensation plan. The Distributor has the right to object to the change to the Compensation Plan. In the event of an objection, the Distributor shall be entitled to terminate the Contract at the time the amendment becomes effective. If the Distributor does not terminate the Contract within 30 (thirty) days of the amendment coming into effect, the Distributor expressly accepts the amendment.
- 13 TRANSFER OFF THE BUSINESS/DEATH OF DISTRIBUTOR**
1. The Company may transfer all or part of its business operations or individual assets to any related/unrelated third parties at any time, provided that the purchaser complies with applicable law.
 2. The Parties hereto agree and confirm that a transfer of the Distributor's position is not permitted.

3. The Distributor agrees and confirms that the Distributor's Contract expires at the latest with the death of such Distributor. The Distributor contract can be inherited under observance of the legal requirements. The Distributor agrees and confirms that a new and valid Distributor contract must be concluded with the heir(s) within 6 (six) months of the occurrence of death, by which he enters into the rights and obligations of the testator. If the heir or one of the heirs is already registered as a natural person with the Company as a Distributor for conducting Independent Member Business of the Products of the Company, the heir must give up his previous position in the sales structure of the Company, on such terms and conditions as determined by the Company and in accordance with the rules and regulation enumerated herein. The Distributor agrees and understands that a death must be documented by a death certificate and necessary evidence for the same must be presented to the Company as determined and instructed by the Company. If there is a will on the inheritance of the Distributor's Contract, a notarized copy of the will along with the probate order must be submitted with the Company as determined and instructed by the Company. The Distributor agrees and confirms that after the unused expiry of the six-month period, all rights and obligations from the contract are transferred to the Company. Exceptionally, the six-month period will be extended by a reasonable period if it is disproportionately short for the heir(s) in the individual case, which shall be determined by the Company, at its sole discretion, on a case to case basis.

14 **CONSENT TO USE OF PHOTOGRAPHIC AND AUDIOVISUAL MATERIAL**

1. The Distributor grants the Company free-of-charge the right to record or carry out photographic and/or audio-visual material with his portrait, voice recordings or statements and quotations from him within the scope of his function as a Distributor of the Company. In this respect, the Distributor expressly consents to the publication, use, reproduction and alteration of his quotations, recordings or recordings by signing such Distributor Registration and/or any other document/agreement and by taking note of terms of this Contract.
2. The Distributor is not permitted to make audio, video or other recordings of events sponsored by the Company or of telephone conferences, speeches or meetings for the purpose of selling or for personal or business use, at any time whatsoever. The Distributor agrees and confirms that the Distributor shall not record, create or compose any audio or video presentation or recording of the Company's events, speeches, conference calls or meetings without the prior written consent of the Company, at any time whatsoever.



15 ACKNOWLEDGEMENT OF DISTRIBUTOR

The Distributor specifically acknowledges that:

1. The Distributor has sought its independent Legal Advice prior to the signing of this Contract and has not relied only on promises, representations or agreements about the Company or the system not expressly contained in this Contract in making its decision to sign this Contract.
2. The Distributor has conducted an independent investigation of the Independent Member Business of the Products of the Company and recognizes that the Independent Member Business of the Products of the Company contemplated under this Contract involves business risk and that its success will be largely dependent upon the ability of the Distributor as an independent business. The Company disclaims the making of and the Distributor acknowledges that the Distributor has not received any warranty or guarantee, express or implied as to the potential volume, profits or success of the Independent Member Business of the Products of the Company contemplated by this Contract.
3. The Distributor has read and clearly understood this Contract and had ample opportunity to consult with an attorney and other business advisors of the Distributor's own choosing about the potential benefits and risks of entering into this Contract.

16 INDEMNITY

1. The Distributor and/or its partners/directors hereby unequivocally undertake to indemnify, hold harmless and undertake to defend the Company, its promoters, directors, Affiliates, agents, employees etc. against any action, claim, damages, suits, complaints, costs, including reasonable attorney's fees and disbursements in connection therewith, asserted or claimed against or incurred by the Company including expenses by any third party including but not limited to statutory authority(ies), which may be incurred or suffered by any such party and which may arise out of or result from:
 - a. Infringement of any third party's intellectual property rights by the Distributor;
 - b. Taxes/charges/cess/levies (interest or penalties assessed thereon) against the Company, that are obligations of the Distributor under the applicable laws or any other laws;
 - c. Any breach of any warranties, obligations, covenants or agreement of the Distributor contained in this Contract;



- d. Any claim by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the Distributor's failure to comply with its regulatory/legal requirements and compliances;
 - e. Any claim on account of breach of confidentiality and security of data occurring as a result of acts of omissions or commission of the Distributor, its employees or agent;
 - f. Any claim arising on account of misuse or negligent application, misuse of systems, failure to follow established procedure by the Distributor or its employee or its agent;
 - g. Claims arise out of or result from or payable on account of the Distributor failing to comply with the terms and conditions as mentioned in this Contract;
 - h. Loss or damage caused due to any misconduct, lapse, fault, negligence, fraud, misappropriation, etc. committed by employee, associate, partner, director, representative, etc. of the Distributor, whether jointly or severally.
2. The Distributor, its partners/directors hereby unequivocally undertake to jointly and severally indemnify, defend and agree to hold the Company including each and all promoters, directors, employees of the Company, harmless against each and all losses, liabilities, penalties, damages, claims, actions, proceedings, cost and expenses, including reasonable attorney's fees and disbursements in connection therewith, asserted or claimed against or incurred by the Company which may arise out of or result from or payable on account of the Distributor, failing to comply with the terms and conditions as mentioned in this Contract.
3. The Distributor undertakes to indemnify and hold the Company including each and all promoters, directors, employees harmless against any action, loss, damage, suits, claims, complaints, penalty arising out of or in relation with the loss or damage caused due to any misconduct, lapse, fault, negligence, fraud, misappropriation, etc. committed by employee, associate, partner, director, representative, etc. of the Distributor, whether jointly or severally.
4. The Distributor shall promptly, but no later than 30 (thirty) days (excluding time taken for approvals necessary to make indemnity payments under Applicable Law), make the indemnification payment.



5. To the extent the payment by the Distributor of any amounts pursuant to the provisions of this Clause shall be subject to receipt of all necessary approvals from the Government Authorities/relevant Authorities, the Distributor shall obtain all such approvals from Governmental Authorities or relevant authorities and shall promptly make all applications and take all steps required to obtain the same. In the event the Distributor fails to take such an action, the Company may take such actions and all costs incurred by the Company in doing so shall constitute and be a part of the Claims.
6. The Distributor shall not seek restitution from the Products/commissions received/to be received for any amounts paid by the Distributor under the terms of this Contract and the Distributor expressly waives all rights in law, equity and otherwise in respect of such restitution.
7. The indemnification rights of the Company under this Contract are without prejudice, independent of and in addition to, such other rights and remedies as the Company may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished by the right to indemnity under this Contract.

17 INTELLECTUAL PROPERTY RIGHTS (“IP Rights”)

1. The Distributor acknowledges that the IP Rights of the Company including Confidential Information, trademarks, service marks and trade names as may exist or be are that of the Company whether owned, licensed, assigned, transferred, etc. and valuable goodwill and reputation is attached to the same and that the Distributor will use the same only in the manner and to the extent specifically licensed under this Contract. The Distributor shall not use any other mark(s) unless approved by the Company in writing.
2. The Distributor understands and agrees that the license to use the said IP Rights is a non-exclusive and non-transferrable right.
3. The Distributor expressly covenants that during the Term of this Contract and after the expiration or termination thereof, the Distributor shall not directly or indirectly contest or aid in contesting the validity or ownership of the IP Rights herein.
4. The Distributor agrees to promptly notify the Company, of any claim, demand, or suit based upon or arising from, or of any attempt by any other person, firm, or corporation, to use the IP Rights, in which the Company has a proprietary interest.
5. The Distributor shall not use the IP Rights, its repute and the goodwill attached to it as part of its corporate or other business ventures, unless permitted by the Company in writing.



6. The Distributor understands and acknowledges that each and every detail of the IP Rights and the Independent Member Business of the Products of the Company is important to the Company and, the Distributor accordingly covenants:
 - a. To conduct Independent Member Business of the Products of the Company under the name of the Company and IP Rights connected therewith, without prefix or suffix along with the same logo/label mark and not make, at any times whatsoever, changes of any nature to it;
 - b. To adopt and use the IP Rights hereunder solely in the manner prescribed by the Company; in case it is found out that the Distributor has misused or tried to use the IP Rights which is not in accordance with the guidelines laid under this Contract, the Company shall have a right but not an obligation to terminate this Contract and further such right shall be without prejudice to other rights and remedies available to the Company under prevalent laws in India.

18 **WARRANTIES, REPRESENTATIONS AND COVENENTS**

1. The Company represents and warrants that it has the right to enter into this Contract and to grant the Distributor the right to conduct Independent Member Business of the Products of the Company.
2. The Distributor represents and warrants, in relation to itself, to the Company that:
 - a. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Contract and any and all of its obligations hereunder.
 - b. It has all necessary statutory and regulatory permissions, Approvals, consents and permits for commencing, running and operation for conduct of Independent Member Business of the Products of the Company, more particularly for the obligations as provided for in this Contract.
 - c. It will provide such co-operation as the Company reasonably requests in order to give full effect to the provisions of this Contract.
 - d. The execution and performance of this Contract by the Distributor does not and shall not violate any provision of any existing Contract with any Person.
 - e. It has the requisite expertise, experience, infrastructure, manpower, mobility and communication modes required to efficiently perform the obligations of Independent Member Business of the Products of the Company under the present Contract.



- f. It will perform its obligations of Independent Member Business of the Products of the Company under this Contract in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permissions, permits, licenses, consents, Approvals and authorizations necessary for the performance of its obligations hereunder. The Distributor understands that taking all permissions, approval, registration, and consent from concerned government authorities, departments etc. are sole responsibility of the Distributor.
- g. It confirms that there is no investigation, arbitration, litigation, whether civil or criminal, or any other proceedings pending or threatened against the Distributor at the instance of any third party and there are no outstanding court orders, court decrees, attachment orders or prohibitory orders or court stipulations to which the Distributor is a party, by which any restriction has been placed upon the Distributor for the performance of its obligations under present Contract or may affect the performance of the present Contract.
- h. It specifically represents and warrants that the Distributor is not employing any pirated or unauthorized software of any description for any purposes whatsoever and or is not in violation of IP Rights of any third party.
- i. Neither this Contract nor any annexure hereto, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading. There is no fact which materially and adversely affects or may affect in the future, so far as now can be reasonably foreseen, the business, condition (financial or otherwise), properties, operations or prospects of the Distributor which has not been set forth herein.

19 **ASSIGNMENT OF RIGHTS**

The Distributor shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder or transfer such rights and obligations hereunder to any third party, except with the prior written consent of the Company, unless specifically allowed in this Contract. Any violation of the present clause shall be treated as material breach of the terms and conditions and the present Contract is liable to be terminated forthwith on this ground alone.

20 **GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of India without regard to applicable conflicts of laws principles.



21 DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or in connection with this Contract, both the parties shall make efforts to resolve the same mutually within a period of fifteen days. If it is not possible to resolve the dispute mutually within a period of 30 (thirty) days, then such dispute, claim or differences shall be settled by arbitration. The dispute, claim or difference shall be referred to sole arbitrator appointed in accordance with the rules of arbitration of the Arbitration and Reconciliation Act of 1996 and award in pursuance thereof shall be final and binding between the Parties. The language of arbitration shall be English and the place of arbitration shall be Mumbai.
2. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the Arbitration Board, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the Arbitration Board. The Arbitration Board would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
3. Subject to Applicable Law, any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute.
4. The courts at Mumbai shall have exclusive jurisdiction to entertain any dispute arising due to this Contract.

22 FURTHER ASSURANCES

Each Party shall, at any time, and from time to time upon the written request of any other Party:

1. Promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as such other Party may reasonably deem necessary or desirable in obtaining the full benefits of this Contract and of the rights and ownership granted pursuant hereto; and
2. Do or procure to be done each and every act or thing which such other Party may from time to time reasonably require to be done for the purpose of enforcing such other Party's rights under this Contract.

23 NOTICES

1. Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by:
 - a. hand delivery duly acknowledged; or



- b. sent by registered post with acknowledgment due; or
 - c. by email at the respective addresses set out herein below or at such other address as may be subsequently intimated by one Party to the other in writing as set out herein at such address as communicated by the Distributor at the time of registration.
2. All notices shall be deemed to have been validly given on:
 - a. the business date immediately, if transmitted by email transmission, or
 - b. the business date of receipt, if sent by courier or hand delivery; or
 - c. the expiry of seven days after posting, if sent by registered post.
3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Contract by giving to the other Party not less than 7 (seven) days prior written notice

24 MISCELLANEOUS

1. **NO PARTNERSHIP:** Nothing contained in this Contract shall constitute or be deemed to constitute a partnership or association of persons between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
2. **TIME:** Any date or period as set out in any Clause of this Contract may be extended with the written consent of the Parties failing which time shall be of the essence.
3. **INDEPENDENT RIGHTS:**
 - a. Each of the rights of the Parties hereto under this Contract are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Contract or otherwise.
 - b. Each Party shall promptly execute and deliver such additional documents and agreements as are envisaged in this Contract and any other agreement or document as may be reasonably required by the other Party for the purpose of implementing this Contract.



4. **AMENDMENT AND VARIATION:** No variation of this Contract shall be binding on any Party unless such variation is in writing and signed by each Party. In the event of a change in Applicable Law which in the opinion of the Company materially affects the rights and obligations of the Parties under this Contract, the Parties shall mutually negotiate in good faith the amendment and/or variation of such provisions of this Contract as may be required so as to address the change in Applicable Law.
5. **WAIVER:** Failure to enforce compliance with any term or condition of this Contract shall not constitute a waiver of such term or condition of this Contract or the right to subsequently enforce such term or condition in the future. No waiver, by either party, of any provision of this Contract shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose for which the waiver is given.
6. **SEVERABILITY:** If for any reason whatsoever, any provision of this Contract is, or becomes by the applicable law of the land, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, this Contract shall be considered divisible as to such provision and such provision shall be inoperative, and the remainder of this Contract shall be valid, binding and of like effect as though such provision was not included herein. In such an event, the Parties shall negotiate in good faith to agree on such invalid, illegal or unenforceable provision to be substituted, with provisions which, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
7. **SUPERCESSION:** This Contract contains the complete contract between the parties hereto with respect to the transactions contemplated hereby and thereby and supersedes all prior agreements and understandings between the parties hereto with respect such transactions.
8. **COSTS AND EXPENSES:** Except as otherwise expressly provided herein, each Party shall bear all costs and expenses incurred by it in connection with drafting of the Contract, discussions, negotiations and investigations undertaken in connection with the subject matter hereof, including costs and expenses associated with the retention of financial, legal, tax and other professional advisers.
9. **VIOLATION OF TERMS:** The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation or enforce the performance of the covenants, representations, warranties and obligations contained in this Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.



10. **THIRD PARTY BENEFICIARIES:** The terms and provisions of this Contract are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

11. **ENTIRE CONTRACT:** This Contract along with the standard operating procedures, Manuals, policies and instructions issued by the Company to the Distributor from time to time, shall constitute the entire agreement as final agreement and this Contract shall supersede any and all prior agreements, including letters of intent, memorandum of understanding and term sheets, either oral or in writing, between the Parties hereto with respect to the subject matter herein. It is agreed between the parties that any and all prior agreements, including letters of intent, memorandum of understanding and term sheets executed between the parties prior to the signing of this Contract shall stand cancel.

12. **FINAL PROVISIONS:**
 - a. The Company shall be entitled to amend this Contract at any time, as the Company may deem fit, at its sole discretion. The Company will announce changes within a reasonable period of time. The Distributor has the right to object to the change. In the event of an objection, the Distributor shall be entitled to terminate the Contract at the time the change takes effect. If the Distributor does not terminate the contract within 30 (thirty) days of the amendment coming into effect, the Distributor expressly accepts the amendment.
 - b. If this Contract is translated into another language and there are inconsistencies in any provision between the English and the translated version of the Contract, the English version shall always take precedence.



ENERGYWAVE TRADING INDIA SOCIAL MEDIA POLICY

Energywave Trading India Private Limited and its parent/subsidiaries/group/affiliate companies around the world (collectively, “we”, “us”, “our”, “Energy Wave” and the “Company”) are glad to get in touch with you through our social media channels.

Our Facebook pages, Twitter accounts, Instagram account, YouTube channels, and other social media accounts (collectively, “social media channels”) are social media channels for you to connect with our company. Our goal is to provide useful and interesting content about our company, and to foster an open and respectful dialogue.

Your use of the Energy Wave’s social media channels is subject to these Social Media Terms of Use, the Energy Wave Website Terms of Use and the terms of use of the social channel from which you accessed these Social Media Terms of Use.

1. NO ADVICE

The content available on these pages are not intended to be used in place of the advice of your physician or other healthcare professional. It does not constitute medical advice. Please seek advice from your medical practitioner or health professional about any kind of treatments. All products should be used only as directed by product guide and/or medical practitioner or health professional, as our products support the body's bioenergies for improved health and overall wellness. You should never delay obtaining medical advice because of something you have read online. Additionally, the communication of this content via the internet or other means does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between you and the Company. Please note that some products may not be available in all countries. Should you have any questions about the products available in your region, please email us at CS@ew-ww.com. While Energy Wave takes every effort in ensuring all information posted is correct, we do not represent that the information on Energy Wave’s social media channels is accurate, complete, reliable or current. You read all Content (as defined below) at your own risk.



2. GUIDELINES ON POSTING

Energy Wave respects the rights of individuals using social media to voice their views and opinions. However, within our social media channels, we reserve the right to remove comments that are considered inappropriate, defamatory, offensive, off-topic, abusive, unlawful or being used to promote and solicit for third-party sites, initiatives or products. Energy Wave also reserves the right to remove any statement made on our social pages that is inconsistent with the approved use of our products, or that are otherwise incorrect or misleading.

If you are a recipient, we cannot address or comment on your specific personal treatment-related questions or issues in this forum. Please avoid discussions about medical advice in this forum. For clarity, we have attached some recommended and/or permitted content as “Annex 1” that you may refer too while reading this Policy. Annex 1 is meant to provide examples for easy reference and is not an exhaustive list.

3. CONTENT

You are responsible for the testimonials, comments, and content (collectively referred to as “Content”) that you submit to our social media channels and you have full responsibility for each such Content you submit, including its legality, reliability, appropriateness and accurateness. You agree that any Content you submit to our social media channels is provided on a non-proprietary and non-confidential basis.

You may only use the official Energy Wave advertising statements, the official material content and may not make any statements about your income or earning potential at Energy Wave or advertise for a job at Energy Wave as an employee.

You agree that by posting Content on our social media channels, you grant to Energy Wave a perpetual, sublicensable, non-exclusive, worldwide, royalty-free license to (in any media, whether now known or not currently known or invented) to use, copy, reproduce, process adapt, modify, publish, transmit and display and distribute such Content without attribution, compensation or royalties. You acknowledge and agree that Energy Wave may refuse to use, modify, delete, or remove any Content, with or without cause, and with or without notice, for any reason or no reason, or for any action that Energy Wave determines is inappropriate or disruptive to these sites or to any other user of these sites and/or services.

Further, by submitting Content you represent and warrant to Energy Wave that you are the sole owner of the Content and that Energy Wave’s use of the Content will not violate the rights of any third party, including, but not limited to trademark, copyright rights, other intellectual property rights; and that you will defend and hold Energy Wave harmless from any and all claims arising from Energy Wave’s use of the Content.

When using your contents, we are entitled but not obliged to identify you as the author of these contents.



4. **NO ENDORSEMENT**

Liking, sharing, re-tweeting, linking to or following a page, comment or person is not considered an endorsement or support of any kind. Energy Wave does not endorse any opinions expressed by others within its social media channels, and any Content posted by anyone other than Energy Wave is the responsibility of the submitter and not Energy Wave. Content posted by third parties on this site remains the responsibility of the party posting the content and is not adopted or endorsed by Energy Wave, or represent Energy Wave viewpoints. Energy Wave does not endorse or adopt any content on a third-party site.

Energy Wave is not affiliated with the host of the social media channels and has no control over how Facebook, YouTube, Twitter, Instagram or other third parties will use the information you share on the various site. You should be familiar with the third parties' privacy and security policies, follow these rulings and understand how your information can be displayed and used throughout the site as well as other third-party sites that may be linked to by the host of the social media channels. For information about how Energy Wave may use the information you provide, please refer to our Privacy Policy.

5. **FEEDBACK**

Any feedback that you provide to us (for example, by posting them) through the social media channels will be and remain the exclusive property of Energy Wave. Energy Wave may use such feedback in any manner Energy Wave deems appropriate without providing notice or compensation to you, and without seeking your permission. By providing feedback, you are deemed to have assigned to Energy Wave all worldwide rights, title and interests in your feedback, including all copyrights and other intellectual property rights in your feedback. This means, for example, that we can use your comment or idea to modify or improve our social media channels, or to make changes to our products or services, or in any other way we want without restriction, and we do not have to compensate you. For this reason, you must not provide us with any feedback that you do not wish us to use. Further, Energy Wave may at its sole discretion chose not to act upon the said feedback, at any time whatsoever and you agree to not hold Energy Wave liable for the same.

6. **COMPETITIONS**

We may run competitions to encourage the sharing of your experience in using Energy Wave's products. In all cases, competitions are for entertainment purposes only, and void where prohibited by law.



7. COMPLAINTS AND FEEDBACK

Our social media platforms are not the appropriate place to resolve issues, complaints or suggestions about individual sales and service experiences or our products. This does not mean we do not want to hear about such issues, but these types of concerns are best handled by trained representatives. If you're interested in sharing comments or feedback outside the scope of these platforms, you can send a message through our customer service at cs@ew-ww.com.

You agree that your communication and any included information and materials may be disclosed to Energy Wave employees, consultants, other representatives, and third parties at Energy Wave's sole discretion. You further agree that Energy Wave is under no obligation to treat your communication as proprietary or confidential and shall not be limited in its right to use the communication for any purpose.

8. GOVERNING LAW

The Social Media Terms of Use in India only shall be governed under the laws of India and shall be under the exclusive jurisdiction of the Courts of Mumbai, without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Social Media Terms of Use in India shall be venued non-exclusively in state or federal court in Mumbai. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

9. CHANGES TO SOCIAL MEDIA TERMS OF USE

We reserve the right to update or revise these Social Media Terms of Use, at any time and without prior notice, by posting the revised version on our websites or on the social media channels. Your use of any one of our social media channels following any such change constitutes your agreement to be bound by the revised Social Media Terms of Use.



ANNEX 1

CAN AND CANNOT

Energy Wave is developing new systems and concepts in the area of frequency therapy, improving health and wellbeing.

It is our business model to sell technologically advanced products. Technology keeps changing, and people sharing their experiences with Energy Wave will continue. Energy Wave supports and will continue to support active participation in social media around the world. We have illustrated some examples of permitted content, as well as content that should be avoided for use on Energy Wave's social media channels.

CAN

1. Share your personal experiences with Energy Wave products
2. Share the knowledge about Energy Wave as a wellness product which supports your wellbeing
3. Disclose that you are an Energy Wave Member, if applicable
4. Join official Energy Wave community pages
5. Share photos approved by the Company
6. Share official videos approved by the Company
7. Share official testimonials, test results, and other literature approved by the Company.

CANNOT

1. Recruit people or try to sell products using other ecommerce websites (amazon, eBay, etc.)
2. Use our company's trade names or trademarks or any other intellectual property when naming your own
3. pages or your personal group
4. Use unauthorized pictures of celebrities, third party or unapproved literature or unauthorized testimonials to promote the Company's products or business
5. Use or post photos of the children without express consent from their parents.
6. Improper use of Energy Wave's logo, trademark, tradename or other IP
7. Make statements or claim that use of our products cure, treat, mitigate, diagnose, rehabilitate, heal, cleanse or prevent disease or any injury
8. Make statements that our products can be bought from third-party online platforms
9. Share details of individual commissions earned or bonuses received
10. Make statements or representations of success by joining Energy Wave as a Distributor



ENERGYWAVE TRADING INDIA GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE AND DELIVERY FOR DISTRIBUTORS

1. GENERAL

- a. These terms and conditions of sale and delivery shall apply only to deliveries to the Distributor. They shall apply exclusively, and in addition, to all future business relationships, even if they have not been explicitly agreed to once more. We shall not recognise any purchaser terms and conditions that contradict or vary from our terms and conditions of sale and delivery unless we have given our explicit, written acceptance of their validity. These terms and conditions shall supersede any purchaser terms and conditions, at all times whatsoever. Our terms and conditions of sale and delivery shall even apply if we make a delivery to the purchaser without reservation, despite knowledge of that purchaser's contradictory terms and conditions, or terms and conditions that vary from our terms and conditions of sale and delivery. Our terms and conditions shall supersede any purchaser terms and conditions, at all times whatsoever.
- b. There shall be no ancillary agreements and/or commitments of an oral nature.
- c. Contracts shall only take effect once we have received the necessary payment against the order placed by the Distributor. When paying by credit card or ordinary bank transfer, contracts shall take effect as soon as the relevant payment service provider or financial institution has confirmed the payment order. A condition for the validity of contracts originating from our online shop shall always be upon completion of the payment by the Distributor against the online order placed with us.
- d. The qualities set out in the order specifications (i.e., the order confirmation) shall comprehensively and conclusively determine the characteristics of the object delivered.
- e. The statements we make in connection to this contract (e.g., order specifications/confirmation etc.) shall not provide any warranty in instances of doubt. In such instances of doubt, only express written undertakings from us to provide a warranty shall be effective.
- f. Orders may be changed only in exceptional situations which shall be decided by us, at our sole discretion and, in such situations, only if production has not yet commenced. Any costs for changes desired by the purchaser shall be incurred at the purchaser's expense.



2. QUOTATION

- a. All quotations shall be non-binding unless otherwise agreed.
- b. Drawings, illustrations, dimensions, weights and other order data shall be binding only if explicitly agreed in writing.

3. PRICES – TERMS OF PAYMENT

- a. Unless otherwise provided in the order confirmation or through another arrangement, our prices shall be ex works, inclusive of packaging, exclusive of delivery charges.
- b. We shall accept only the following payment methods from the Distributor making their first order: Credit card or ordinary bank transfer.
- c. When paying by ordinary bank transfer, we shall deliver goods after receiving payment. When customers order from our online shop, we shall provide them our bank account details when ordering and with their order confirmation.
- d. Our prices shall include the statutory value added tax; it shall be charged at the statutory rate for the invoice date and listed separately on our invoice.
- e. Unless otherwise provided in the order confirmation or through another separate arrangement, the net purchase price shall be due for prior payment in full. Should the purchaser default on payment, we shall be entitled to charge penalty interest at a rate eight percent above the relevant base annual percentage rate. If, in such situations, we are able to demonstrate greater losses as a result of this default, we shall also be entitled to claim compensation for them.
- f. We do not entertain any counterclaims received from the Distributor, at any time whatsoever.

4. DELIVERY

- a. Delivery time shall only be counted from the time at which the entire payment towards the order placed by the Distributor is received as per terms stated herein.
- b. We shall guarantee timely procurement of the delivery object only where we receive the delivery object or the supplies required for it on time. However, we shall immediately inform the purchaser of any unavailability or unpunctual availability of the delivery object or supplies for it. The purchaser shall carry the burden of proof for any liability of ours for a breach of obligation in connection to procurement of the delivery object.
- c. Our satisfaction of our delivery obligation shall require the timely and due satisfaction of the purchaser's obligations. We shall reserve the right to withhold performance until these obligations are fulfilled.



- d. If there is a delay in the purchaser's acceptance of the goods or if the purchaser breaches other cooperation obligations, we shall be entitled to obtain compensation for the resultant damages, including for any additional expenses. We reserve the right to exercise further claims.
- e. If, in the event of such a delay, the purchaser fails to satisfy our written request for acceptance of the delivery within a reasonable period of time, we shall be entitled to refuse fulfilment of the contract and obtain compensation for non-fulfilment. In this case, we shall be entitled to obtain from the purchaser our choice of lump sum compensation of 20 percent of the agreed gross purchase price, unless the purchaser can prove that our actual loss was less, or provide compensation of the effective loss incurred.
- f. In the circumstances described in Section 4.4, the risk of accidental loss or deterioration of the purchased object shall be transferred to the purchaser at the time it misses the agreed acceptance or payment dates.
- g. Deliveries of part of the order shall be allowed.
- h. In the event of a strike impacting delivery times, or force majeure or another event (over which we have no influence), and delivery is delayed as a result, the delivery date shall be postponed accordingly. Any other remaining obligations under the order contract shall not be affected thereby.

5. TERMS OF TRANSPORT FOR THE GOODS – PASSAGE OF RISK

- a. Where we do not ourselves organise transport for the goods, all consignments shall be sent at the purchaser's risk; the latter shall also be responsible for insuring the goods. Risk shall pass at the time we transfer the goods to the transport contractor or purchaser.
- b. Compensation for obvious damages sustained during transport shall be immediately sought in writing from the delivering transport contractor when accepting the goods; hidden damages within seven days of discovery.
- c. Where we organise the goods' transport, we reserve the right to choose the route and method of transport.

6. CANCELLATION OF CONTRACT

We shall be entitled to cancel the contract at any time without warning for reasons which are reasonable in nature. These conditions shall be considered met, for example, if the purchaser ceases payment, is subject to enforcement measures due to payment demands, is subject to protested bills or cheques or becomes insolvent and relevant proceedings are requested or commenced for its remaining assets. We shall enjoy these rights even if we were unaware of these conditions being present at the time the contract was concluded.



7. NO RIGHT OF CANCELLATION FOR THE PURCHASER

Distributor not purchasing products for their own personal use shall not enjoy a right to cancel the contract. In case the Distributor wishes to cancel the order placed, he can do so within 48 (forty-eight) hours of placing the said order by emailing cs@ew-ww.com and the said support system shall guide the customer for the same.

8. REFUND

In case Distributor is not completely satisfied with Energy Wave's product or intend to return the product for any other reason, they can return the product which should be an unused product, to the Company within 30 days of the purchase. Shipping and handling fees in case of such refund are non-refundable in nature. The refund amount shall be immediately processed by the Company once it has inspected such returned product and confirmed its non-use or non-tampering.

9. NO RIGHT OF CANCELLATION FOR THE PURCHASER

- a. Title to the purchased object shall remain vested in us until we have received all payments owed through our business relationship.
- b. The purchaser shall be obliged to handle the purchased object with care. In particular, the purchaser shall be required to insure the purchased object at its own expense for sufficient coverage of fire and water damage and theft at replacement value.
- c. In case of seizure or other interference with the purchased object, the purchaser shall immediately notify us in writing.
- d. The purchaser shall be entitled to resell the purchased object as part of its ordinary course of business; however, it shall hereby assign to us all receivables that it accrues from its customers or third parties up to the value of the final invoice amount (including value added tax) of our receivables, regardless of whether the purchased object is resold after or without further processing. The purchaser shall remain empowered to collect these receivables even after assignment. Our authority to collect the receivables ourselves shall not be affected thereby. However, we shall undertake not to collect these receivables as long as the purchaser satisfies its payment obligations from the income received, the purchaser does not default on payment and, in particular, there is no request for the opening of insolvency proceedings or a cessation of payments. Should this, however, become the case, we may then force the purchaser to provide us details of the debtors' receivables assigned to us, provide us all details required for collection thereof, provide us all associated documents and inform the debtors (the third parties) of the assignment.



- e. Any processing or transformation of the purchased object carried out by the purchaser shall always be on our behalf. Where the purchased object is mixed with other objects not belonging to us, we shall acquire an interest in the new object corresponding to the proportion of the purchased object's value (final invoice amount including value added tax) to that of the other processed objects at the time of mixture. The same terms and conditions shall apply to the object created through such processing as those for the purchased object subject to retention of title.
- f. To secure our receivables from the purchaser, the purchaser shall also assign to us the receivables it accrues from third parties by combining the purchased object with real estate.

10. GOVERNING LAW

- a. Contractual relationships governed by these terms and conditions of sale and delivery shall be subject to and in accordance with the laws of India without regard to applicable conflicts of laws principles.
- b. Any dispute, controversy or claim arising out of or in connection with this Contract, both the parties shall make efforts to resolve the same mutually within a period of fifteen days. If it is not possible to resolve the dispute mutually within a period of 30 (thirty) days, then such dispute, claim or differences shall be settled by arbitration. The dispute, claim or difference shall be referred to a sole arbitrator appointed in accordance with the rules of arbitration of the Arbitration and Reconciliation Act of 1996 and award in pursuance thereof shall be final and binding between the Parties. The language of arbitration shall be English and the place of arbitration shall be Mumbai.
- c. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the Arbitration Board, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the Arbitration Board. The Arbitration Board would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- d. Subject to Applicable Law, any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute.
- e. The courts at Mumbai shall have exclusive jurisdiction to entertain any dispute arising due to this Contract.



11. SEVERABILITY

Should individual provisions of this contract not be legally valid or lose their legal validity in subsequently arising circumstances, or should a gap be revealed in this contract, the legal validity of the contract's remaining provisions shall not be affected thereby. An appropriate provision that most closely approximates what the parties would have intended had they considered this situation shall apply in the place of the invalid contractual provision or to fill the gap.

TERMS AND CONDITIONS OF SALE AND DELIVERY FOR CUSTOMERS

The following terms and conditions together provide some legal information about your rights under legislation for contracts concluded for remote and electronic transactions.

1. SCOPE

These terms and conditions shall apply to all deliveries made by Energywave Trading India Pvt Ltd to Customers. If you purchase our products as a commercial customer (e.g. as a doctor or practitioner of alternative medicine) and not for personal use, these terms and conditions shall not apply to you. We have separate terms and conditions that shall apply to services rendered (including, but not limited to, training and seminars).

3. ANCILLARY AGREEMENTS

There shall be no ancillary agreements of an oral nature.

4. PRICES AND DELIVERY CHARGES

- a. The prices indicated on our price list shall include applicable tax and other pricing components.
- b. In addition, we shall charge for delivery separately to the prices indicated on our price list.
- c. We shall accept only the following payment methods from customers making their order: Credit card or ordinary bank transfer.
- d. When paying by ordinary bank transfer, we shall deliver goods after receiving payment. When customers order from our online shop, we shall provide them our bank account details when ordering and with their order confirmation.



5. DELIVERY

- a. Information regarding delivery times shall be viewed as estimated delivery times.
- b. Should the ordered product not be available for on-time delivery due to our supplier not providing it to us on time, we shall inform you without delay. In this case, you shall have the option to wait for the ordered product or cancel your order. In case the customer wishes to cancel the order placed, he can do so within 48 (forty-eight) hours of placing the said order by emailing cs@ew-ww.com and the customer service officer shall guide the customer for the same.
- c. In the event of a strike impacting delivery times, or force majeure or another event (over which we have no influence), and delivery is delayed as a result, the delivery date shall be postponed accordingly. Any other remaining obligations under the order contract shall not be affected thereby.

6. CUSTOMER OBLIGATION TO REPORT DEFECTS

You must report obvious defects to us no later than 30 (thirty) days after receiving the product, otherwise you will stand to lose the agreed/statutory warranty rights. It shall be sufficient that you merely send your report on time in order to meet your deadline for reporting obvious defects.

7. OFFSETTING COUNTERCLAIMS AND RIGHT OF RETENTION

- a. You shall only enjoy a right of retention (i.e. a right to with-hold performance of your obligations) if your counterclaims have been upheld by a court of law or recognised by us in writing.
- b. You may only exercise a right of retention where your claims result from the same contractual relationship

8. REFUND

In case you are not completely satisfied with the Energy Wave product or intend to return the product for any other reason, then you can return the product which should be an unused product, to the Company within 30 (thirty) days of the purchase. Shipping and handling fees in case of such refund are non-refundable in nature. The refund amount shall be immediately processed by the Company once it has inspected such returned product and confirmed its non-use or non-tampering.

9. RETENTION OF TITLE

Title to the goods shall remain vested in us until full payment is made.



TERMS AND CONDITIONS OF RETURNS

Customers enjoy a right to cancel their purchase contract based on the following provisions. A consumer is an individual who uses Energy Wave Products (didn't buy it directly from Energy Wave online shop) for their individual use and most importantly they are not eligible for the business opportunity offered by Energywave Trading India Pvt Ltd.

1. RIGHT OF CONTRACT CANCELLATION

- a. You have the right to cancel this contract for purchase of Energy Wave products within 48 (forty eight) hours of placing the said order by emailing cs@ew-ww.com and the said customer service officer shall guide the customer for the same, in case the product is not delivered by the Company. In case the product is delivered by the Company and customer not completely satisfied with Energy Wave's product or intend to return the product for any other reason, then he can return the product which should be an unused product, to the Company within 30 days of the purchase by emailing cs@ew-ww.com. Shipping and handling fees in case of such refund are non-refundable in nature. The refund amount shall be immediately processed by the Company once it has inspected such returned product and confirmed its non- use or non-tampering.
- b. You must provide a clear statement (e.g. a letter sent by post, or an email) indicating your decision to cancel this contract. To meet the deadline for cancelling your purchase contract, it is sufficient that you send your communication exercising your cancellation right before the deadline passes.

2. AFTER CONTRACT CANCELLATION

- a. If you cancel this purchase contract, we will refund you all payments that we have received from you, upon receiving your statement indicating your cancellation of this contract. For this refund, we will use the same payment method used for the original transaction unless we have explicitly arranged something else with you; in no case will you be charged extra for this refund.
- b. We may refuse to refund you until we have received the goods or you have provided evidence that you have sent back the goods, depending which comes earlier.
- c. You must immediately send or give back the goods to us, and in any case within 30 (thirty) days of the day on which you inform us of your cancellation of this purchase contract. You will meet this deadline if you send off (i.e. dispatch) the goods before 30th days pass. You are responsible for paying the direct costs for sending back the goods.
- d. You will only have to pay for any potential loss in the goods' value if this loss of value is attributable to you handling the goods in a way that is unnecessary for inspecting the goods' state, characteristics and functionality.



ENERGYWAVE TRADING INDIA PRIVACY POLICY

This Privacy Policy describes how Energywave Trading India Pvt. Ltd. (“Energy Wave”) uses personal data collected or received from an Energy Wave Distributor (“Distributor”) and Customer (“Customer”). It describes how we may collect or receive your personal data, the types of personal data we may collect, how we use, share and protect these data, how long we retain these data, your rights, and how you can contact us about our privacy practices.

1. REGISTRATION

Energy Wave collects your personal data through the registration form that you complete and send to us in paper form or electronically through the Energy Wave website (“Website”) in order to become a Distributor or Customer.

2. LOGGED IN AS A DISTRIBUTOR OR CUSTOMER

If you are logged in on the Website as a Distributor or Customer, we may collect your personal data from you, for example, when you order products or services.

3. CONTACTING US

You may also choose to submit your personal data and other information to us through various communication channels, for example, Energy Wave e-mail addresses, telephone numbers or online forms.

4. COOKIES

If you are logged in on the Website, we may also use cookies or similar technologies that collect certain Website usage information when you access, view and use the Website. A cookie is a data file placed on a computer or mobile device when it is used to visit websites. You may disable cookies in your browser's settings (e.g., under the Preferences or Internet Options features of your browser). Some features of the Website may not function properly if you disable the use of cookies.

5. THE TYPES OF PERSONAL DATA WE MAY COLLECT

We may collect the following personal data from you:

- a. Contact information (e.g., name, postal or e-mail address, fax number and phone number);
- b. Gender, age, nationality, date and place of birth;
- c. Marital Status
- d. Distributors or Customers registration number, username;
- e. Passport details (including number, issue date, issue location and expiration date) and National ID number to the extent permitted or required by applicable law;
- f. Distributors or Customers performance information (e.g., class, status, group and personal qualifications under the Energy Wave Sales and Marketing Plan and financial/bonus history);
- g. Product preferences, purchasing habits, purchasing history and spending behaviour;
- h. Your website usage, IP-address, browser type and operating system.



6. THE TYPES OF SENSITIVE PERSONAL DATA WE MAY COLLECT

We may collect the following Sensitive personal data from you:

- a. Passwords for accessing our Site
- b. Payment information (e.g., such as bank account or credit card numbers);
- c. We may collect other personal data in exceptional circumstances only. If we do need to process such personal data about you, we will make sure that there is a valid legal basis for doing so (e.g. your explicit consent).

7. HOW WE USE THE PERSONAL AND SENSITIVE DATA WE COLLECT

We may use the information we obtain about you to:

- a. To manage your registration as a Distributors or Customers;
- b. Create and manage your online account and respond to your inquiries;
- c. Process your orders of products or services;
- d. Communicate with you (e.g., about products or services that we offer, or intend to offer);
- e. Operate, evaluate and improve our business, including by:
 - i. Evaluating your satisfaction with our current communications, materials, products and/or services;
 - ii. Developing new products and services and determining the effectiveness of our advertising; and
 - iii. Tracking and analyzing your use of products, materials and/or services;
- f. Track, document and analyze your line of sponsorship;
- g. Assessing your performance under your Energy Wave Business or Member Registration Agreement with us;
- h. For Distributors, provide business performance information to you (e.g., information on your line of sponsorship, purchase volumes, earned bonuses, levels of awards, your referring Distributors or, and your upline Distributors under the Energy Wave Sales and Marketing Plan);
- i. For Distributors, provide your name, address, telephone number or e-mail address to Distributors in both your upline and your downline.;
- j. In case of a Customers, provide information to you related to your purchases.
- k. In case of Customers, your name, address, telephone number or e-mail address to your servicing Distributor.
- l. Facilitate your use of the Website through the use of cookies (e.g., to offer the shopping basket facility, to remember log in details and language preferences, etc.);
- m. Improve the Website, including by tracking and monitoring your use of the Website through the use of cookies, and to diagnose problems with the software or hardware we use;
- n. Perform accounting, auditing, billing and collection activities;
- o. Enforce contractual terms and conditions;
- p. Protect against and prevent fraud, unauthorized transactions, claims and other liabilities; and
- q. Comply with applicable legal requirements, industry standards and our policies. If you choose not to provide your personal data or withdraw consent in writing subsequently, we may not be able to provide the above services and reserve the right to terminate the Distributors or Customers contract with you.



8. HOW WE MAY SHARE PERSONAL AND SENSITIVE DATA

Energy Wave does not sell, rent or trade or publish your personal and sensitive data except as required by law. Energy Wave may share your personal and sensitive data only with:

- a. Entities within the Energy Wave group to whom it is reasonably necessary or desirable for Energy Wave to disclose personal and Sensitive data;
- b. Government authorities or other third parties, if required by law or reasonably necessary to protect the rights, property and safety of others or ourselves.

9. HOW WE MAY SHARE PERSONAL DATA

Distributors

With Distributors in your upline or downline organization, to support your business and/or allow communication regarding product advice, ordering advice and product information for the products that you order from Energy Wave; and

Customers

With your Servicing Distributor.

10. INTERNATIONAL DATA TRANSFERS

We may transfer the personal data we collect about you to other Energy Wave affiliates. Some of them may be located in countries other than the country in which the data were originally collected. When we transfer your personal data to Energy Wave entities in other countries, we will protect that data as described in this Privacy Policy and in accordance with applicable law.

11. HOW WE PROTECT PERSONAL DATA

We maintain appropriate technical and organizational security safeguards designed to protect the personal data you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

12. HOW LONG WE RETAIN PERSONAL DATA

We store personal data for as long as necessary to fulfil the purposes for which we collect the data, except if required otherwise by law.

13. UPDATES TO THIS PRIVACY POLICY

Energy Wave may update this Privacy Policy from time to time. Any updates or changes to the terms of this Privacy Policy will be posted here on our website www.energywaveindia.com and the date of the newest version posted. Please check back frequently, especially before you submit any Personal and/or Sensitive Information, to see if this Privacy Policy has changed. We will notify you of any significant changes to this Privacy Policy on the relevant Energy Wave websites, in official Energy Wave publications, or through other appropriate communication channels. All changes shall be effective from the date of publication, unless otherwise provided in the notification.

14. ACCEPTANCE TO THIS PRIVACY POLICY

By agreeing to the Energy Wave Distributor or Customer Contract, you acknowledge acceptance of this Privacy Policy in effect at the time of use.



15. **YOUR RIGHTS**

Your rights under applicable law may include access to the personal data we process about you and the right to have such personal data corrected.

16. **HOW TO CONTACT US**

If you have any comments or inquiries about this Privacy Policy, if you would like to update information we have about you, or to exercise your rights, you may contact our customer service at cs@ew-ww.com.

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