

Adamaya Policies & Procedures (Effective August 1, 2009)

STATEMENT OF POLICIES & PROCEDURES (Effective August 1, 2009)

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When a person joins Adamaya as a Distributor, they not only enjoy the benefits of Adamaya's exceptional products, but they bring to Adamaya one of their most precious assets, their "time." Many Distributors will build a thriving prosperous Adamaya business, which may represent significant commitment of time and resources. Like any other independent businessperson, a Distributor's success or failure depends on his or her personal efforts. No company can legitimately guarantee its independent contractors any particular income, profit or success. However, Adamaya provides its Distributors with the best quality products and one of the finest compensation plans in the industry. Adamaya and its products provide an opportunity for consumers and Distributors to enrich the quality of their lives by using its products. It also provides equal access to financial success to any Distributor willing to properly work the program.

As a company, we will assist you in providing the tools, support, and training to build a successful business. The following Policies and Procedures exist to provide order, harmony, important protections, and a platform that will enable you to build a business that can last a lifetime when properly developed and supervised.

1. Purpose of Policies

Adamaya is a Direct Sales company that markets products and services through its Distributors. It is important to understand that your success and the success of your fellow Distributors are dependent upon the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Distributors and Adamaya and to explicitly set a standard for acceptable business conduct, Adamaya has established these Policies, which are incorporated into and form an integral part of your Adamaya Distributor Agreement. The Adamaya Compensation Plan, the Distributor Agreement, Adamaya Internet Website online terms and conditions, Privacy Policies, and these Policies, all in their current form and as amended by Adamaya at its sole discretion, together constitute the entire Agreement between Distributors and Adamaya. These documents shall be collectively referred to throughout this document as the "Agreement."

2. Changes to the Distributors Agreement, Policies and Procedures, or Compensation Plan

Because the law and the business environment periodically change, Adamaya reserves the right to amend its Policies and Procedures, the Compensation Plan, website terms and conditions, Privacy Policies, product offerings and prices, or any other part of the program at its sole discretion. By signing the Distributors Agreement, or in the case of an online application by clicking on "Agree", the Distributor indicates agreement with the terms and conditions of the Agreement and agrees to abide by all amendments or modifications that Adamaya elects to make to the Agreement. Notification of amendments shall be issued in official Adamaya materials, which may include Adamaya newsletters, by posting amendments on the Company's Internet Website, via company email, or through special mailings or inserts into product orders. Amendments shall be effective upon publication on the Company Internet Website www.Adamaya.com.my. The continuation of a Distributor's Adamaya business or a Distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

3. Waiver

Adamaya never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a Adamaya business. No failure of Adamaya to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor with any obligation or provision of the Agreement and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Adamaya's right to demand exact compliance with the Agreement. Waiver by Adamaya can be affected only in writing by an authorized officer of the Company. Adamaya's waiver of any particular breach by a Distributor shall not affect or impair the Company's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Distributor. Any delay or omission by Adamaya to exercise any right arising from a breach shall not affect or impair Adamaya rights as to that or any subsequent breach.

4. Severability

If any provision of this Agreement is determined to be invalid or unenforceable for whatever reason, such provision shall be fully severable from this Agreement and the remaining terms shall remain in full force and effect and be construed as if such invalid or unenforceable provision never comprised a part hereof. Furthermore, in lieu of such invalid or unenforceable provision there shall be added in its place a provision as similar in its terms to the invalid or unenforceable provisions as may be possible and legal, valid and enforceable.

5. Distributor Status

Distributors are independent contractors and are not purchasers of a franchise. The agreement between Adamaya and its Distributor does not create an employer/employee relationship, agency, partnership, or joint venture between Adamaya and the Distributor. A Distributor shall not be treated as an employee of Adamaya for his or her services for any reason, including but not limited to income tax purposes, or any other related Act. The Distributor has no authority (expressed or implied) to bind the company to any obligation. Distributors shall not incur any debt, expense, obligation, or open any bank account on behalf of, for, or in the name of Adamaya. Distributors are solely responsible for paying all expenses incurred pursuant to operating their businesses, including but not limited to travel, food, lodging, secretarial, office, telephone, and other expenses.

6. Distributor Limitation

No individual may own, operate, or participate in more than one Adamaya business at a time. A Distributor who is a member of a corporation, partnership, or other entity that owns or operates a Adamaya business may not apply to become a Distributor on an individual basis or through another business. In addition, a husband and wife cannot have Individual Distributor accounts. They may hold a joint account in an Adamaya business in which case both parties must agree to the terms and conditions of the Agreement by one party clicking on "Agree" on the joint online Distributor Application and Agreement. Only one Adamaya business is permitted per household. Requests for exceptions to this policy can be submitted to the Adamaya Compliance Department and will be reviewed on a case-by-case basis.

7. Executing and Renewing a Distributor Agreement

Although a Distributor may initially submit an application by phone or online, no commission will be paid until a complete Distributor Application is received in writing or pursuant to an internet application providing all requested information. The Company reserves the right to reject any applications for new Distributor to become an Adamaya Distributor. Applicants must satisfy all of the following:

- A. Be age of majority;
- B. Submit a properly completed Distributor Application and Agreement to Adamaya (this can be either a hard-copy agreement or an online agreement.). The Distributor Application and Agreement shall be completed and the terms and conditions of the Agreement agreed to by the individual who shall be operating the business, or his or her legal representative. If someone other than the individual who will be operating the business completes the Application and Agreement on behalf of the applicant, an original, notarized Power of Attorney must be submitted to the Company;
- C. Purchase, at cost, the Distributor Business Kit, which includes product and business information and ongoing updates throughout the year; and
- D. Earn commissions from Adamaya.

The term of this Agreement is one year. Subject to the Terms and Conditions of this Agreement Distributor will be automatically renewed in the anniversary month of their enrollment when they place a product order.

8. Distributor Benefits

Once Adamaya has accepted a Distributor Application and Agreement or renewal, the benefits of both the Compensation Plan and the Distributor Agreement are available to the Distributor. These benefits include the right to:

- A. Purchase Adamaya products and services.
- B. Retail Adamaya products and make a profit.
- C. Enroll other individuals as Customers or Distributor and thereby build a Marketing Organization.
- D. Participate in the Adamaya Compensation Plan (receive bonuses and commissions, if eligible).

9. Ethics, Compliance with Applicable Laws

Each Distributor shall abide by all laws, and will conduct his or her Adamaya business with the utmost integrity and honesty. Unethical or dishonest business practices; failure to abide by all applicable laws; and making false or misleading statements regarding the Company, its products, compensation plan or other opportunities shall be grounds for immediate disciplinary action.

10. Non-disparagement

During the term of this Agreement and for a period of twelve (12) calendar months following the termination of a Distributor Agreement for any reason, a Distributor shall not disparage other Distributor, Adamaya's products or services, the Compensation Plan, or company employees to other Distributors or third parties. "Disparage" shall mean making statements, whether true or false, that discredit or detract from the reputation of Adamaya, its products or services, compensation plan, employees or Distributors or that present Adamaya, its products or services, compensation plan, employees or Distributors in a negative light. Any questions, suggestions or comments regarding these issues should be directed in writing to Adamaya's corporate offices only.

11. Indemnity Agreement

In the conduct of a Distributor's business, each Distributor shall refrain from all conduct that might be illegal, or harmful to the reputation of Adamaya, its employees or its products, including but not limited to, conduct inconsistent with the public interest that is discourteous, deceptive, misleading, unethical or immoral. Each Distributor shall:

- A. Hold harmless and indemnify Adamaya for any claims, damages or liabilities arising out of the Distributor's business practices, including such Distributor's breach of any terms of these Policies and Procedures; and
- B. Specifically authorize Adamaya to offset any such claims, costs, expenses, damages or liabilities against any and all commissions payable to such Distributor. Each Distributor found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their Distributor Agreement.

12. Policy Interpretation and Seeking of Legal Advice

If a Distributor has a question regarding interpretation of Adamaya Policies and Procedures, the Distributor should direct such questions to the Adamaya Compliance Department at compliance@Adamaya.com.my. Advice rendered by the Compliance Department may be relied upon for purposes of complying with the Policies and Procedures but shall not be construed as "legal advice" regarding any legal issues. Distributors, if they need or are seeking legal advice, should consult with independent legal counsel of their own selection.

13. Adamaya User ID

Upon enrollment, Distributor can create their own unique User ID in the system by which he or she will be identified. This User ID will be used to place orders, indicate Sponsor and Enroller, and to track commissions and bonuses. The User ID can consist of alphabets and numbers (alphanumeric). Each User ID is uniquely registered in the system by first come first served basis. If an User ID is not available during registration, it indicates that the User ID has been chosen or used by other distributors. You will have to register using another User ID.

14. Sign Up by Phone

Currently, Adamaya do not support Signing up by phone. All new distributors have to contact the person who referred them, or come to Adamaya HQ during normal business hour to proceed for registration.

15. Adherence to the Adamaya Compensation Plan

Distributor must adhere to the terms of the Adamaya Compensation Plan as set forth in official Adamaya literature. Distributor shall not offer the Adamaya opportunity through, or in combination with any other system, program, or method of marketing other than that set forth in official Adamaya literature unless approval is given by Adamaya. Distributor shall not require or encourage other current or prospective Customers or Distributor to participate in Adamaya in any manner that varies from the program as set forth in official Adamaya literature (which includes material on Adamaya's Website), nor require the purchase of any product or service, or payment of any fee not specified in the Adamaya Compensation Plan.

16. Sponsoring and Enrolling

All Distributors in good standing have the right to sponsor and enroll others into Adamaya. Each prospective Customer or Distributor has the ultimate right to choose his or her own Enroller. If two Distributor claim to be the Enroller of the same Distributor, the first application (signed hard copy or online) received by Adamaya shall be controlling.

17. Cross-Line Sponsoring

Actual or attempted cross-line sponsoring is strictly prohibited. "Cross-line sponsoring" is defined as the enrollment of an individual or entity that already has a Customer or Distributor Agreement on file with Adamaya with a different Sponsor or Enroller. The use of a spouse or relative's name, trade name, d.b.a., assumed name, corporation, partnership, trust, Federal ID Number or fictitious ID number, or any other device or contrivance to circumvent this policy is strictly prohibited. A Distributor shall not demean, discredit, or defame other Adamaya Marketing Executives in an attempt to entice another Customer, Distributor or prospective Distributor to become part of his or her Organization.

18. Territories and International Marketing

There are no exclusive sales territories for selling products and services or promoting the opportunity. Adamaya Distributors must limit the resale of Adamaya products and services and the presentation of the Adamaya business to prospective Customers and Distributors located in those countries and territories that Adamaya has identified as open for business in official Company literature.

19. Genealogy Reports Confidential

All Genealogy Reports (sometimes referred to as "Organization Reports") and the information contained therein, including, but not limited to, Distributor identity, Distributor lists, Distributor compensation, Customer's identities, Customer lists, and Customer requirements, whether in hard-copy form or available online, are confidential and constitute proprietary information and business trade secrets belonging to Adamaya ("Confidential Information"), provided to Distributors in strictest confidence and are made available to Distributors for the sole purpose of assisting Distributors in working with their respective Marketing Organizations in the development of their respective Adamaya businesses. Each Distributors and Adamaya agrees that, but for this agreement of confidentiality and nondisclosure, Adamaya would not provide Confidential Information to the Distributors. Except as expressly authorized by Adamaya's prior written consent, a Distributors shall not:

A. at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or otherwise communicate Confidential Information to any person, firm, corporation, or other entity in any manner whatsoever;

B. at any time, in any fashion, form, or manner, either directly or indirectly, use or exploit Confidential Information for his/her/its own benefit or the benefit of others, other than for the purpose of promoting his or her Adamaya business;

C. Recruit or solicit any Distributor or Customer of Adamaya listed on any report, or in any manner attempt to influence or induce any Distributor or Customer of Adamaya, to alter their business relationship with Adamaya. Upon demand by the Company, any current or former Distributor will return the original and all copies of Organization Reports, including but not limited to those that have been mailed, faxed, downloaded from the Adamaya Website, or received via email to the Company and certify that no copy or partial list of any information contained in the genealogy reports have been retained by the Adamaya or provided to any third party.

An Adamaya Distributor must always:

- A. hold the Confidential Information in trust solely for the benefit and use of Adamaya; and
- B. maintain with a reasonable degree of care, the confidentiality and security of the Confidential Information in his/her/its possession and to protect against disclosure, misuse, misappropriation or any other action inconsistent with Adamaya's rights.

20. Ordering

A. Purchasing Adamaya Products

Each Distributor can purchase his/her products directly from Adamaya, stockist, or other Distributors. Each Distributor will have a "M" Wallet (more details in Adamaya compensation plan) in their online account at www.adamaya.com.my, the purpose of this M wallet is to store the Maya Points, for future redemption of products from Adamaya or stockists. Whenever a distributor purchase products, the equivalent Points will be transferred to their M wallet automatically.

B. Delivery Policy

Currently, Adamaya will only delivery the purchased products worth RM1000 or above. All stockists may purchase the products at Adamaya HQ or place order through phone. Distributors can subsequently get the stocks from stockist or directly purchase at Adamaya HQ.

C. Confirmation of Order

A Distributor must confirm that the products received match the products listed on the invoice and are free of damage. Failure to notify Adamaya of any discrepancy or damage within three (3) days of receiving will cancel a Distributor's right to request a correction.

21. Payment

A. Credit cards and Electronic Funds Transfer

Adamaya reserves the right to hold any order paid by credit card or electronic funds transfer until receipt of confirmation of payment has cleared the bank.

B. Restrictions on Third Party Use of Credit Cards and Checking Account Access

Distributor shall not permit third parties or Customers to use their credit cards, or permit debits to their checking accounts to enroll or to make purchases from the Company without written authorization. A Distributor may not pay for products, services, or sales aids for other Distributor, or enroll new Distributor in Adamaya or without the Distributor's or Customer's express permission. All outstanding balances must be paid in full before additional orders can be placed. Adamaya does not accept third party checks.

22. Bonuses and Commissions

There is only one commissionable event for Adamaya Distributors: the sale of Adamaya products. No commissions are earned by merely enrolling new Distributors. Compensation will consist solely of commissions, overrides, and/or bonuses related to the sale of Adamaya products. Adamaya reserves the right to modify the Leadership Bonus from time to time to ensure that the bonuses are fair and equitable.

A. Bonus and Commission Qualifications

A Distributor must be active and in compliance with the Agreement to qualify for bonuses and commissions. As long as a Distributor complies with the terms of the Agreement, Adamaya shall pay commissions to such Distributor in accordance with the Adamaya Compensation Plan. Adamaya considers commissions unclaimed more than six months after payment to be invalid commissions earned by a distributorship not in compliance with Adamaya's policies. Consequently, commissions earned by any Distributors that are not claimed within 6 months of issuance of the payment by Adamaya shall be removed from the Distributor's Account.

B. Adjustment for Returned Products and Non-Payment

Adamaya receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Adamaya for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given and continue every pay period thereafter until the commission is recovered from the Distributors who received bonuses and commissions on the sale of the refunded goods.

23. Payment Information, Organization Reports, and Records

A data processing fee is charged for the processing of monthly commissions. The fee is 1% of the total commission with a minimum charge of RM1.00 and a maximum charge of RM50. The fee is deducted from the monthly commission. Adamaya will not issue payout below \$5.00. Additional Organization Reports may be purchased at anytime for RM5.00 for the first 500 names and RM0.10 for each additional name thereafter. Any commission check that is outstanding for over six months from its issuance date will be deemed null and void and the Distributor's interests in or right to such payments will be forfeited.

Commissions are direct deposited after 15 days upon cash out request made by distributors. This is compliant with the cooling off period stated in section 35; company will hold the payment for any possible adjustment during these 15 days due to distributor's cancellation. Every payment will be on the fourth (4th) day of each week. If the fourth (4th) day falls on a holiday, direct deposits will be processed the following business day. Depending upon the receiving bank, direct deposits may take 2-3 business days to post to the account holder's account.

Organization Reports and Commission statements are posted in the member area online. Any request from a Distributor for copies of Invoices, submitted applications and commission statements will require a fee of RM1.00 per page. Adamaya will only retrieve up to six (6) months of past records.

24. Actions of Household Members or Affiliated Individuals

If any member of immediate household, including but not limited to husband, wife, minor children or others cohabitating, or business in which the Distributor has an interest, engages in activity which, if performed by the Distributors, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and Adamaya may take disciplinary action, pursuant to the Agreement, against the Distributor, up to and including termination of his/her Distributor Agreement. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and Adamaya may take disciplinary action against the entity.

25. Unauthorized Claims and Actions

A. Product Claims

No claims as to therapeutic or curative properties of any products offered by Adamaya may be made except those contained in official Adamaya literature. In particular, no Distributors may make any claim that Adamaya products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. This also includes personal testimonials attesting to the curative, or disease treatment, or prevention effects of Adamaya's products. Such statements can be perceived as medical or drug claims. Not only do such claims violate the policies of Adamaya, but they may also violate laws and regulations including those administered by the Kementerian Kesihatan Malaysia.

B. Income Claims

Adamaya is committed to ensuring that its marketing opportunity is fairly and accurately presented to the public. A Distributor therefore must not make any false, misleading, or deceptive claims about their or other persons' Adamaya income. If, when presenting the Adamaya business opportunity, a Distributor makes any expressed or implied claim regarding actual or potential compensation from Adamaya, the Distributor must also show the prospective Distributor the most recent Adamaya Annual Income Statistics, which can be found on www.Adamaya.com.my

Examples of expressed income claims include, but are not limited to: "I made \$XXXX from my Adamaya business last month" or "John's Adamaya check was \$XXXX last month." Examples of implied income claims include, but are not limited to: "John just bought a new car with his Adamaya income"; "You can quit your job with your Adamaya Income"; or "With your Adamaya income, you can retire ten years early." The Annual Income Statistics sheet must also be presented with any hypothetical income projections or models used to illustrate the operation of the Compensation Plan.

C. Trade Shows, Expositions, and Other Sales Forums

Distributors may display and/or sell Adamaya products and promote the Adamaya opportunity at professional trade shows and expositions ("Trade Show"). Distributors wishing to participate in a Trade Show must notify Adamaya of their intention to attend a particular event. Such notifications will be done through email to supports@adamaya.com.my The Distributors should first consult the Adamaya Officer to determine if any other Distributor has already booked an event. If the event is available for booking, Adamaya officer will send the distributor a Trade show participation agreement. After reading and agreeing to the Trade Show Participation Agreement, the Distributor may reply with the Trade Show information including the name, date, and location of the event. Although we ask that only one Adamaya business should sign up for each event, the number of Adamaya Distributors attending a particular Trade Show is ultimately at the sole discretion of the event organizers.

Distributor shall not apply to attend swap meets, garage sales, flea markets, farmer's markets, or other similar events, as these events are not conducive to the professional image Adamaya wishes to portray and various local laws often prohibit the sale of nutritional products at such events. Adamaya further reserves the right to refuse authorization to participate at any Trade Show it deems unsuitable for the promotion of Adamaya's products, services, or opportunity ("Adamaya Products"). In the event that a Distributor participates in a Trade Show without the permission of Adamaya, Adamaya has the right to require the Distributors to withdraw from the event.

The Adamaya Products presented at Trade Shows must be exclusively Adamaya products, services, or opportunity. No other products or services may be displayed or sold in conjunction with Adamaya Products.

Adamaya does not provide liability or other insurance coverage that is sometimes required to participate in such Trade Shows. Such coverage, if necessary, is the responsibility of the Distributors.

Only Adamaya approved signage, literature, promotional material, and advertising may be used at Trade Shows. Distributors must be identified as Independent Adamaya Distributors.

D. Restrictions on International Marketing

Distributors may only carry on Business in countries in which Adamaya currently operates. "Carry on Business shall mean Distributors selling, transferring, importing, exporting or distributing Adamaya products or sales aids in any country, and providing products to any individual who the Distributor knows or has reason to believe is exporting products to a country. Distributors and Customers may not ship or sell Adamaya products across any international border for the purpose of resale since these products are not appropriately labeled for the country of their destination and are not authorized for sale in the foreign country.

26. Inventory Loading Prohibited

Distributors are prohibited from purchasing products solely for the purpose of qualifying for commissions, bonuses, or advancement under the Compensation Plan. Distributors are not required to make any purchase or maintain an inventory of any kind in order to qualify for the Adamaya Compensation Plan. Distributors may not encourage others to inventory load.

27. Product Sales to End Consumers

The Adamaya Marketing and Compensation Plan are based upon the sale of Adamaya products and services to end Consumers. Distributors must fulfill personal and organizational Adamaya Point requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirements must be satisfied for Distributors to be eligible for commissions:

A. In order to be active and earn the commission, distributors must have minimum product purchased stated in the compensation plan.

B. The Adamaya marketing program is built on sales to the end consumer. In order to qualify for commissions, at least 70% of Distributor's monthly personal point must be consumed by the end consumer each month. Each order placed by the Distributor constitutes the Marketing Executive's certification to Adamaya of the foregoing. Any device or scheme whereby a Distributor directly or through a third party purchases excess product for purposes of qualifying for bonuses, commissions, or contests may constitute fraud on the part of the Distributor. Distributor acknowledges Adamaya is relying on the foregoing certification in paying commissions.

C. Distributors that resell Adamaya products are required to furnish their personal retail Customers with two copies of an official Adamaya Retail Form at the time of the sale. These forms set forth the Customer Refund Warranty for Adamaya products, as well as any consumer protection rights afforded by law. Distributors must maintain a copy of all Retail Forms for a period of two (2) years and furnish them to Adamaya at the Company's request. Adamaya will maintain records documenting the purchases of Distributor and Advantage Customers. Authorized retail forms may be purchased from Adamaya.

28. Advertising Policy

A. General Policy

The Advertising Policy of Adamaya is designed to protect long-term business growth and to make Adamaya a long-term opportunity for our Distributors. In the conduct of his/her business, a Distributor shall safeguard and promote the reputation of Adamaya and its products. Therefore, all advertising material produced by a Distributor must first be submitted to Adamaya's Compliance Department at compliance@Adamaya.com.my for approval 30 days prior to its intended use. If Adamaya does not issue written approval of the advertising material to the Distributor within ten (10) days from the date on which the Distributor submitted the material, the request for approval shall be considered denied and the Distributor shall not use the material.

B. Trademarks/Copyrights

The Adamaya name, product names, and other names that may be adopted by Adamaya are proprietary trade names, trademarks, and service marks of Adamaya. As such, these marks are of great value to Adamaya and are supplied to Distributors for their use only in an expressly authorized manner. Each qualified Distributor is granted a limited non-exclusive license to use such marks, so long as the use is in compliance with this agreement. Use of the Adamaya name or any product or service name on any advertising, promotion, or other material that is not produced by the Company is prohibited, unless approved in writing by Adamaya. However, Distributors may use the Adamaya name in telephone book listings, on business cards, and on stationary as follows:

Distributor's Name

Independent Adamaya Distributor

Use of Adamaya's copyrighted material is prohibited unless approved in writing by Adamaya's Compliance Department

C. Use of Spokespersons' Names and Likenesses

Distributors may use the names, likenesses, and book titles of spokespersons, in Distributor produced advertising as well as on flyers to promote upcoming events provided they are submitted to and approved by Adamaya's Compliance Department. All materials must receive official Adamaya approval in writing prior to printing or publication.

D. Internet Policy (Websites)

Distributors may use websites that are designed and provided by Adamaya to promote their businesses. Only official Adamaya produced websites and those approved by Adamaya in writing shall be permitted. Distributors may not promote Adamaya products, programs, services, or opportunities in conjunction with any non-Adamaya products, plans, services, or incentives. All sites that link to the official Adamaya-produced or approved websites must comply with Adamaya policies.

E. Price Advertising

Distributors may only advertise the suggested retail price or the member price. Discounts associated with shipping the products or any other special incentives or promotions associated with the sale of Adamaya products or services may not be promoted (i.e. Free Shipping, Lowest Price, Best Value, or Special Pricing). Distributors who operate a Website that advertises and/or sells Adamaya products or services may not disclose any shipping discounts or other incentives until the Customer has made a decision to purchase and adds the Adamaya items to the shopping cart section of their Website.

F. Spamming and Mass Faxes

Except as provided in this section, Distributors may not use or transmit unsolicited faxes, mass email distribution, unsolicited email, or otherwise engage in “spamming” relative to the operation of their Adamaya businesses. The terms “unsolicited faxes,” “unsolicited email,” and “spamming” mean the transmission via facsimile or electronic mail, respectively, of any material or information advertising or promoting Adamaya, its products, its Compensation Plan, or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax or email: (a) to any person with that person’s prior express invitation or permission; or (b) to any person with whom the Distributor has an established business or personal relationship. The term “established business or personal relationship” means a prior or existing relationship formed by a voluntary two-way communication between a Distributor and a person, on the basis of: (a) an inquiry, application, purchase, or transaction by the person regarding products offered by such Distributor or the Adamaya income opportunity; or (b) a personal or family relationship that has not been previously terminated by either party. All email and fax messages must advise the recipient that he or she may request to be removed from the sender’s mailing list by sending a reply by email or fax to the sender. The sender shall comply with all such requests.

G. Sales Aids

To promote both the products and the tremendous opportunity Adamaya offers, Distributor must use only the sales aids and support materials produced and/or approved by Adamaya. The rationale behind this requirement is simple: Adamaya has carefully designed its products, product labels, the Compensation Plan, and promotional materials in an effort to ensure that all aspects of Adamaya are fair, truthful, substantiated, and comply with laws and Adamaya’s positive reputation. If Adamaya Distributors develop their own sales aids and promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate statutes or regulations affecting an Adamaya business is almost certain. These violations would jeopardize the Adamaya opportunity for all Distributors. Accordingly, Distributors must submit all written sales aids, promotional materials, audio and video materials, advertisements, and other literature to Adamaya for approval at least thirty (30) days prior to the date on which the Distributor wishes to publish or release the material. Unless the Distributor receives specific written approval to use the material, the request shall be deemed denied.

H. Telephone Directory & Salutation

All Distributors may list themselves as an “Independent Adamaya Distributor” in the yellow or white pages of the telephone directory under their own name. No Distributor may place telephone directory display ads using Adamaya’s name or logo. Distributors may not answer the telephone by saying “Adamaya,” “Adamaya Marketing,” or in any manner that would lead the caller to believe that he or she is a member of the Adamaya Home Office. Distributors who list toll-free telephone numbers may not use the Adamaya name(s), logo(s), or product name(s) in

conjunction with such listings. All telephone book listings must include the Distributor's name followed immediately by the designation of "Independent Adamaya Distributor."

I. Audio/Video Recording

Distributors shall not directly or indirectly record or authorize anyone else to record Company events, Adamaya Distributor events, speeches, telephone calls, or Conference Calls, nor may Distributors reproduce for sale, or for personal use, any recording of Company-produced audio or videotape presentations. Adamaya reserves the right to record all events, speeches, telephone calls or conference calls.

J. Domain Names & Email Addresses

Distributors may register the Adamaya Web address assigned to them with search engines. Distributors shall not register, nor attempt to register, the name of any product or service offered by Adamaya, or any trademark or trade name used by Adamaya, as an Internet domain name or as part of any email address. This applies to marks that are identical to those marks used by Adamaya in conjunction with its products and services as well as any marks that are similar in sound or spelling to Adamaya's marks.

29. Media and Media Inquiries

A Distributor must not attempt to contact or respond to the media regarding Adamaya, its products or services, or his/her independent Adamaya business. All inquiries by any type of media must be immediately referred to Adamaya's Marketing Department. This policy is designed to ensure that accurate and consistent information is provided to the public and to present a proper public image.

30. Meetings

A Distributor who sponsors an Adamaya event with any representative from the Adamaya Home Office in attendance must allow all current and prospective Adamaya Customers and Marketing Executives the opportunity to attend. Only Company-produced literature can be used and the promotion of any particular group or organization is not permitted. The sponsoring Distributor will allow all persons to attend for the same fee; regardless of whether other Distributors who wish to attend are in the sponsoring Distributor's organization. All Distributors are required to sign the Distributors Training Program Agreement. Any Distributor who hosts a corporate event is required to sign a Corporate Meeting Agreement.

31. Re-packaging and Re-labeling Prohibited

Distributors may not re-package, re-label, refill, or alter the labels on any Adamaya product, information, materials, or programs in any way. Adamaya products must be sold in their original containers only. Such relabeling or re-packaging is likely to violate the laws, which could result in severe criminal penalties. In addition, civil liability could arise when, as a consequence of the re-packaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

32. Conflict of Interest

Building a successful Adamaya business requires commitment and consistent effort. This Policy is designed to protect the interests of those Distributors who are building and growing their Adamaya organization. Distributors may participate in other business ventures if they desire to do so. However, if a Distributor elects to participate in another business venture, they must abide by the following:

A. During the term of this agreement, Distributors are prohibited from actual or attempted recruitment or enrollment of Distributors or Customers for other business ventures, either directly, indirectly (including but not limited to calling their attention to a website), or through a third party.

B. For twelve (12) calendar months following the termination of a Distributor's Agreement for any reason, the terminated Distributor is prohibited from actual or attempted recruitment or enrollment of Adamaya Distributors or Customers for other business ventures, either directly, indirectly (including but not limited to calling their attention to a website), or through a third party.

C. Due to the fact that conflicts may arise if a Distributor operates two or more business ventures, it is always the Distributor's responsibility to first determine whether a prospect is a Adamaya Customer or Distributor before recruiting or enrolling the prospect for another business venture. It is a violation of this policy to recruit or enroll an Adamaya Customer or Distributor for another business even if the Distributor did not know the prospect is also an Adamaya Customer or Distributor.

D. Distributors are prohibited from producing any literature, audio recordings, webcasts, conference calls, or promotional material of any nature for another business venture which is used by the Distributors or any third person to recruit Adamaya Customers or Distributors for that business venture. If a Distributor operates other business ventures, the use of the Distributor's name or likeness by any person or entity to promote such other business ventures is a violation of this policy.

E. Distributors are prohibited from offering any non-Adamaya products, services, or business plan at any Adamaya meeting, seminar, launch, convention, or other Adamaya function.

F. Because network marketers utilize the telephone and internet extensively in their businesses, and conduct business through a network of individuals dispersed worldwide, any attempt to limit the geographic scope of the non-solicitation provisions set forth above would render the non-solicitation provisions ineffective. Therefore, the geographic scope of the non-solicitation provisions shall include any country that Adamaya operates.

Violation of any provision of Policy 32 constitutes a Distributor's voluntary resignation and cancellation of his/her Agreement, effective as of the date of this violation, and forfeiture by the Distributor of all commissions or bonuses payable for and after the calendar month in which the violation occurred. If Adamaya pays any bonuses or commissions to the Distributor after the date of the violation, all bonuses and commissions for and after the calendar month in which the violation occurred shall be refunded to Adamaya.

Because violations of this Policy are especially detrimental to the growth and success of other Adamaya Distributor Businesses, Adamaya may seek and obtain from the violating Distributor damages for violations of this Policy. If litigation or arbitration is undertaken to recover commissions, bonuses or damages as specified herein, the prevailing party shall be entitled to an award of attorney's fees and expenses.

33. Commercial Retail Outlets

Adamaya is a home-based business opportunity. To maintain a standard of fairness, Distributor may not display or sell Adamaya products in retail establishments such as drug stores, health food stores, or grocery stores. Adamaya will allow products to be displayed at health clubs, salons, and at health professional locations. Any display of Adamaya products must be in a professional manner. Adamaya products may not be sold at swap meets, flea markets, garage sales, or internet auctions.

34. Continuing Development Obligations

A. Increased Training Responsibilities

As Distributors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and the Adamaya program. They will be called upon to share this knowledge with lesser- experienced Distributors within their Organizations.

B. Ongoing Sales Responsibilities

Regardless of their level of achievement, Distributors have ongoing obligations to continue to personally promote sales through the development of new Customers and, if the Distributor has a sales tax exemption or reseller's certificate, through the development of new retail Customers and servicing their existing retail Customers.

35. Exchange and Return Policy

In compliance with the Akta Jualan Langsung, Distributors will have a cooling off period of minimum 10 days after joining as an Adamaya Distributors.

A. Exchanges and Returns within 15 Days

i) Exchanges and Returns by Distributors Within 15 Days

Exchanges. If for any reason a Distributor is dissatisfied with any Adamaya product, he or she may return that product and request an exchange for other Adamaya products based on the purchase price, of equal or lesser value (less shipping and handling) if requested within 15 days from the date of purchase. All exchanges are final and the Distributor will be charged for the shipping and handling charges, if any. This exchange provision is limited to one sales order exchange every 3 months.

Refunds. If for any reason a Distributor is dissatisfied with any Adamaya product, and returns that product and requests a refund within 15 days from the date of purchase, this request will constitute the Distributor's request to voluntarily cancel their Distributor Agreement. The Distributor's Agreement will be canceled and a refund issued based upon the price paid for the products (no refunds for shipping and handling costs). To discourage Distributors from encouraging other Distributors to purchase excess product for purposes of qualifying for commissions, Adamaya will charge back to each Distributor any commissions, bonuses or other value paid on product returned by any Distributor. The Distributor shall pay return shipping and handling charges, if any.

B. Terminating Distributors

If an Adamaya Distributor wishes to terminate his or her Distributor Agreement, the Company will issue a refund on all resalable products and sales aids that the Distributor personally purchased from the Company within the immediately preceding six (6) months. The refund shall be at a rate of 90% of the price paid for the products or sales aids (no refunds for shipping and handling costs). Products and sales aids shall be deemed "resalable" if: (a) the Adamaya product or sales aids, and their packaging, are in a condition that is commercially reasonable for Adamaya to resell the merchandise at 100% of its wholesale cost; and (b) the expiration date on the Adamaya product has not elapsed; and (c) the labeling on the Adamaya product is current; and (d) the Adamaya product or sales aids are unopened and the seals are unbroken (discontinued products and sales aids are nonrefundable); and (e) the Adamaya product or sales aids are in their original containers, and have not been damaged in any fashion. The Distributor shall pay return shipping and handling charges. Adamaya will liberally apply its inventory return and refund rules, but Adamaya will not repurchase products or issue refunds on products certified pursuant to the 70% Rule in subsection 27 B, as having been consumed by the end consumer. Falsely representing the amount of product consumed in order to advance in the compensation plan or contests shall be grounds for disciplinary action up to and including termination. To discourage any Distributor from encouraging any other Distributor to purchase excess product for purposes of qualifying for commissions, Adamaya will charge back to each Distributor any commissions, bonuses or other value paid on product returned by any Distributor.

C. Business Kit and Sales Aids Returns

Distributors may return their Business Kits within fifteen (15) days from the date of their enrollment for a full refund. Thereafter, only resalable business kits may be refunded. Such refunds shall be according to subsection 35 B. Distributors may return sales aids for a full refund if they are in resalable condition, as defined in subsection 35 B, within 15 days of purchase.

D. Special Packs, Promotions and Discontinued Products.

Value Packs, or other "special" packs can be returned for an exchange or refund subject to subsection 35 A and the terms herein; however, an exchange will only be made for products of equal or lesser value. A Value Pack and other special packs shall not be refunded unless the entire pack is returned (less shipping and handling). Special promotional products or discontinued products which the Company discloses prior to purchase are not subject to the refund or exchange obligation, may not be returned for exchange or refund by the Distributor or Customer.

E. Abuse of the Return Policy

Adamaya reserves the right to terminate the Agreement of a Distributor or the account of a Customer who abuses Adamaya's Exchange and Return Policy.

36. Return Procedures

All inventories must be returned by the Distributor or Customer who purchased it directly from Adamaya. Adamaya must authorize all returns before they are shipped to the Company. Distributors and Customers must contact the Customer Care Department at the Adamaya Head Quarter (HQ) to obtain a Return Authorization (RA) number. Returns must be shipped or brought to HQ within five (5) days of receiving the RA number. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement or refund. All returns must be shipped or brought to Adamaya HQ. Adamaya does not accept shipping collect packages. The risk of loss in shipping for returned product shall be on the Distributor or Customer. If returned product is not received by the Adamaya HQ, it is the responsibility of the returning party to trace the shipment. The return must include:

- A. RA number on the shipping carton;
- B. Copy of the invoice;
- C. Copy of the original dated Retail Form (if applicable); and
- D. Unused portion of the product in its original container and/or any empty containers.

37. Taxes

A. Income Taxes

Each Distributor is responsible for paying applicable taxes on any income generated as an Independent Distributor. Adamaya shall not declare the applicable taxes including income from the compensation plan on behalf of Distributors.

38. Use of Distributor's Name and Likeness

Each Distributor agrees to permit Adamaya to use their personal story(ies), name(s), photograph(s), and/or likeness(es) including photos or videos taken at promotional events in any Adamaya promotional literature, and waive all rights and claims to remuneration for such use.

39. Errors

In case of errors or questions about commissions, orders, or charges, please notify the Adamaya Customer Care Department immediately. Adamaya will not be responsible for any errors, omissions, or problems not reported within thirty (30) days of receipt.

40. Changes to the Adamaya Business, Address, and Telephone

A. General Business Changes

Each Distributor must immediately notify Adamaya of all changes to information contained on his/her Distributor Agreement. Distributors may modify their existing Distributor Agreement (i.e., change ID Number) by submitting a revised Distributor Application and Agreement. The "Change Request" box at the top of the application must be checked.

B. Change of Address or Telephone

To ensure timely delivery of products, support materials, and commission checks, it is critical that Adamaya's files are current. If a Distributor is planning to move, he or she should send the new address and telephone number to Adamaya's HQ. To guarantee proper delivery, two (2) weeks advance notice must be provided to Adamaya on all changes.

41. Sale or Assignment of Adamaya Business

Although an Adamaya business is a privately owned, independently operated business, the sale or assignment of the Adamaya business is subject to certain limitations. Prior to selling an Adamaya business, the selling Distributor must notify Adamaya's Compliance Department of his or her intent to sell. If a Distributor sells or assigns his/her Adamaya business, the following criteria must be met:

- A. The buyer or seller must pay a transfer fee of RM100.00 to Adamaya.
- B. The selling and buying Distributors must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to buy, sell, or assign a Adamaya business.
- C. The buyer must become a qualified Adamaya Distributor before becoming eligible for a purchase, assignment, or acquisition of any interest in the Adamaya business.
- D. The selling Distributor will not be eligible to participate in the Adamaya Compensation Plan for a period of six (6) calendar months after the sale.
- E. If the buyer or an immediate household family member of the buyer already owns a Adamaya business, the buyer or immediate household family member must relinquish his or her current business by terminating his or her existing Adamaya Distributor Agreement or transferring it to someone other than a household member, and the buyer may have no operational, managerial, or financial interest whatsoever in the original business. The buyer may then buy a new Adamaya business without six (6) months of inactivity.
- F. The seller and buyer acknowledge that for a period of one year after the sale, any conduct of the seller that would violate the Distributor Agreement if buyer were still a Distributor shall be imputed to buyer and may be grounds for termination.

All sales and assignments of an Adamaya Business are subject to final written approval by Adamaya and are effective solely upon confirmation by Adamaya. Please allow thirty (30) days for review. Adamaya will send notification of the decision. No transfers will take place after the 25th of each month. Any request received after the 25th of a given month will be considered in the next month.

42. Succession

Upon the death of a Distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to Adamaya to ensure the transfer is proper. Required documentation includes: 1) a death certificate; 2) a notarized copy of the deceased Distributor's will or trust document; 3) a completed Distributor Application and Agreement agreed to by the beneficiary. This must be done within six (6) months of death by the successor; otherwise, the Distributor Agreement will be cancelled. If the deceased Distributor bequeaths his or her Adamaya business to multiple heirs, the heirs must form a business entity to operate the business. Under no circumstances will Adamaya divide an organization or monthly commission and bonus checks among multiple parties. The Company will issue a single check to the business entity created by the deceased's heirs.

43. Divorce or Dissolution

If spouses operating or having an ownership interest in an Adamaya business divorce or if a business entity operating an Adamaya business dissolves or ceases its existence, Adamaya will continue to pay commissions and issue awards and recognition, according to the status quo, as it existed prior to institution of the divorce or dissolution proceedings. No changes to the Adamaya business, nor payees on the commission check, shall be permitted during the pending divorce or dissolution proceedings. Once the divorce or dissolution is finalized, Adamaya will place the business in the name of the spouse who is entitled to receive it according to a court's divorce decree or a final property settlement agreement. In the case of business entity dissolution, the business shall be transferred into the name of the individual who is entitled to operate it according to the agreement settling and winding up business affairs. It shall be the responsibility of the individual receiving the Adamaya distributorship to provide Adamaya with a certified copy of the property settlement agreement, divorce decree, or other dissolution agreement. Under no circumstances will Adamaya divide the Organization, or issue separate commission and bonus checks to the spouses or business affiliates.

44. Inactivity and Cancellation

A. Roll Up

Currently there will be no roll up in the compensation plan.

B. Effect of Cancellation

A Distributor's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating sales and all activities related to generating sales (including but not limited to building a Marketing Organization). Following the non-renewal of a Distributor Agreement (non-renewal may be at the discretion of either the Distributor or the Company), a Distributor's cancellation for inactivity, or the voluntary or involuntary cancellation of an Distributor's Agreement (all of these methods are collectively referred to as "cancellation"), the former Distributor shall have no right, title, claim or interest to the Marketing Organization that he or she operated prior to the cancellation, or to any commission or bonus from the sales generated by the Organization. Distributors waive all rights and claims, including but not limited to property rights that they may have to the Marketing Organization. Following a Distributor's cancellation of his or her Distributor Agreement, the former Distributor shall not hold himself or herself out as an Adamaya Distributor and shall not have the right to sell Adamaya products or services. A Distributor whose Distributor Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). All cancelled Distributors shall remain in the Adamaya database and will be removed as stated in policy 41F.

C. Involuntary Cancellation

A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Adamaya in its sole discretion, may result in any of the sanctions listed in section 46, including the involuntary cancellation of his or her Distributor Agreement. Involuntary cancellation shall be effective on the date on which the policy violation occurred.

D. Voluntary Cancellation

A participant in this direct sales plan has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Distributor's signature, printed name, address, and Adamaya User ID.

E. Non-renewal

The term of this Agreement is one (1) year from the date of enrollment. The Agreement shall automatically renew every year unless:

1. The Distributor or Adamaya provides written notice of a desire to cancel; or
2. The Distributor is cancelled for a policy violation; or
3. Adamaya decides in its sole discretion not to renew the Agreement.

F. Inactivity

It is the Distributor's responsibility to lead his/her Marketing Organization with the proper example in the production of monthly maintenance. Without this proper example and leadership, the Distributor will lose his/her right to receive commissions and bonuses from his/her Marketing Organization. Therefore, in order to receive commissions, Distributor must personally produce at least 100 to 300 MP every month.

45. Dispute Resolution and Disciplinary Proceedings

A. Disciplinary Sanctions

If the Agreement is violated or the conduct of a Distributor is illegal, fraudulent, deceptive, or unethical, Adamaya, in its sole discretion, may take the following corrective measures, including but not limited to:

1. Issuance of a written warning or admonition;
2. Requirement that the Distributor takes immediate corrective measures;
3. Restricting the Distributor Internet or Voice Mail privileges;

4. Imposition of a fine that may be withheld from bonus and commission checks;
5. Loss of rights to one or more bonus and commission checks;
6. Adjustment of any Marketing Organization, including the movement of all or part of the Marketing Organization to another Distributor;
7. The withholding of all or part of the Distributor's bonuses and commissions during the period that Adamaya is investigating any conduct allegedly violating the Agreement and, if a Distributor's business is canceled for disciplinary reasons, the Distributor will not be entitled to recover any commissions withheld during the investigation period;
8. Suspension of the Individual's Distributor Agreement for one or more pay periods, with a corresponding permanent loss of commissions during the suspension period;
9. Suspension or permanent revocation of privileges associated with being a Distributor. This includes, but is not limited to, loss of rights to use the Adamaya IT system;
10. Involuntary cancellation of the offender's Distributor Agreement;
11. Any other measure expressly allowed within any provision of the Agreement or which Adamaya deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Distributor's conduct;
12. Institution of legal proceedings for monetary and/or equitable relief in situations deemed appropriate by Adamaya.

B. Reporting Policy Violations

In order to protect the long-term nature of the Adamaya business, any Distributor observing a policy violation by another Distributor or other improper conduct that may affect any other Distributor, Adamaya or its customers shall submit a written report of the violation or conduct directly to the attention of the Adamaya Compliance Department. Details of the violation(s) such as dates, number of occurrences, persons involved, and any supporting documentation must be included in the report.

C. Appeals of Sanctions

Following issuance of a final sanction, the disciplined Distributor may appeal the sanction to the Compliance Department. The Distributor's appeal must be in writing and received by the Company within fifteen (15) days from the date of Adamaya's notice. If Adamaya does not receive the appeal within the fifteen (15) day period, the sanction will be final. The Distributor must submit all supporting documentation with his or her appeal correspondence. If the Distributor files a timely appeal of a sanction, the Compliance Department will review and reconsider the sanction, consider any other appropriate action and notify the Distributor in writing of its decision. In some cases, a Distributor may be placed on suspension without commissions while Adamaya is conducting an investigation into the matter. Such interim sanctions are not "final" sanctions and are not subject to appeal.

D. Arbitration, Governing Law, Venue and Jurisdiction

The parties agree to be bound by Adamaya Cost Effective Waiver of Jury Trial/ Dispute Resolution Policy if a dispute arises relating to any relationship between or among Adamaya, its officers, employees or Distributors arising out of any products or services sold or provided by Adamaya, it is expected that the parties will attempt, in good faith, to resolve any such dispute in an amicable and mutually satisfactory manner. However, all such disputes shall be governed by this provision.

In the event such efforts are unsuccessful, either party may serve a Notice of Mediation/Arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the Rules, permitting subsequent modifications and it shall specify the claims or issues that are to be addressed in the mediation/arbitration.

If differences cannot be resolved by mediation, the Parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the Arbitration Association.

In the case of arbitration, the parties agree that no claim shall be adjudicated, in arbitration or in any judicial proceeding, as a Class Action, and that no arbitration conducted pursuant to this Agreement shall allow class claims, or consolidation or joinder of claims or parties.

All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the judgment of the arbitrator or as necessary to give effect to res judicata and collateral estoppel, in which case all filings with any court shall be sealed to the extent permissible by the court. Nothing herein is intended to, or shall, preclude a Party from communicating with, or making disclosure to, its lawyers, tax advisors, auditors and insurers, as necessary and appropriate or from making such other disclosures as may be required by law.

47. Definitions

Competing Products: Any product or services in the same generic category as a Adamaya product or service is deemed to be competing (by way of example, and not limitation, any dietary supplement or cosmetic product is in the same generic category as Adamaya's dietary supplements and cosmetic products respectively, and is therefore a competing product, regardless of differences in cost, quality, ingredients, nutrient content or intended use).

Customer: Persons who purchase products on a retail basis from Adamaya Distributors.

Personal Maya Points(or "MP"): Every commissionable Adamaya product or service has a point value attached to it. These points are called "Maya Points" The points accumulated by a Distributor's Marketing Organization and personal efforts are used in the determination of the Distributor's qualification for, and amount of, bonuses, and commissions.

Organization: A Distributor "Organization" consists of those Distributors and Customers whose purchases and sales generate MP that are allocated to the Distributors under Adamaya's Compensation Plan within their 10 levels.

Recruit: Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to directly or indirectly calling an Distributors attention to a Website), or through a third party, another Adamaya Distributor or customer to enroll or participate in another multilevel marketing, network marketing sales opportunity. This conduct constitutes recruiting even if the Distributor's actions are in response to an inquiry made by another Customer or Distributor.

Support Line Marketing Organization: The immediate ten Distributors in the genealogical hierarchy above a given Distributor.