

## **Code of Ethics, Rules & Regulations**

### **Policies, Policy, Procedure, Working Rules, Code of Conduct**

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#### **Section–1 Definitions**

In this part, definitions of certain words are being given which we have used repeatedly in this book. Wherever we have used these words, they shall have the same meaning as defined below.

**Note** – Wherever necessary, the definitions written below shall apply equally to singular, plural, feminine and masculine forms.

#### **1.1 Leadvision Trading (India) Private Limited –**

“Galway” means Leadvision Trading (India) Private Limited, which is a company registered under the Indian Companies Act 1956 and its registered office address is A-1/175 Main Najafgarh Road, Janakpuri, New Delhi -110058. Galway is its brand name. And the company’s name is Leadvision Trading (India) Private Limited.

**1.2 Galway Business** – “Galway Business” or “Galway Trade” means all those “rights, duties and privileges” which we give to our Authorised Direct Seller to do Business with Galway.

- To become a Direct Seller of Galway, you can apply to become a Direct Seller of Galway products through an online application. Here you are not being given any job nor are you becoming an agent of the company. You will not get any fixed salary. You can earn retail profit by selling the company’s products or earn commission according to the company’s Business Plan.
- Galway is a Direct Selling company. The company does not charge any fee to provide the opportunity to become a Direct Seller. It is completely free of cost.
- The company does not charge any additional amount under any other name apart from the product price.

#### **1.3 Galway Products –**

Here “Galway Products” or “Galway Product” or “Product” means all those products which are marketed by Leadvision Trading (India) Pvt. Ltd.

#### **1.4 Galway Sales & Marketing Plan (Business Plan) –**

“Galway Sales & Marketing Plan” or “Galway Business Plan” means the policy related to demonstration and selling of Galway products, policy related to distribution of incentives to Galway Direct Sellers, and policy related to application for becoming a new Direct Seller.

#### **1.6 Introducer or Sponsor –**

When a Direct Seller introduces a known person to the company with the intention of including him in his sales team and making him a Direct Seller of the company, shows him the company’s Sales & Marketing Plan and gets him to fill the company’s

application form to make him an Authorised Direct Seller of Galway, then he is called the Introducer of that prospective Direct Seller.

### **1.7 Sale Team –**

“Network” or “Sale Team” or “Group” – The sale team of any Direct Seller is the group of all those Direct Sellers for whom he is directly or indirectly the Introducer (Sponsor) in Galway.

### **1.8 Parallel Sale Team Network –**

Any sale team network other than your upline Direct Seller which does not come under your own sale team network shall be called your Parallel Sale Team Network.

### **1.9 Direct Seller –**

A person who has been introduced into the Galway Business by an existing Galway Direct Seller and has become a Direct Seller of the company as per Section-2, and to whom Galway has issued a unique Direct Seller ID. A Direct Seller is not an employee of the company. He is an independent Direct Seller who can earn money by selling the company’s products according to the company’s Sales & Marketing Plan. A Direct Seller must follow the company’s policies, rules and conditions, Code of Conduct, working system, and provisions given in the Sales & Marketing Plan (Business Plan). A Direct Seller may also be addressed as Direct Seller, Independent Direct Seller, Independent Representative or Independent Contractor in Galway.

### **1.10 Upline –**

In the upline of a Direct Seller come his Introducer (Sponsor), his Introducer’s Introducer and their further Introducers who are directly connected with Galway.

### **1.11 Downline –**

In the downline of a Direct Seller come all those Direct Sellers who have been sponsored in the company by him or by his sale team.

### **1.12 Platoon –**

In the network of a Direct Seller, the direct level network below his own level is called Platoon. According to the Sales & Marketing Plan, the definition of Platoon has been changed at various places, and as per Sales & Marketing it shall be considered Platoon.

### **1.13 Guest or Prospect –**

Any person who is above 18 years of age and is well known to a Direct Seller of the company and whom the Direct Seller wants to make a new Direct Seller of Galway by including him in his sale team, such person shall be called “Guest” or “Prospect”. That Direct Seller shall be called the Introducer or Sponsor.

### **1.14 Direct Sellership Application (Distributor Application) –**

Direct Sellership Application means the Direct Sellership application process which has been explained in detail in Section-2.

### **1.15 Market –**

Market means all those states/areas of India where Galway Business / Galway Direct Sellers are working and all those areas which will be added by Galway from time to time.

### **1.16 Rule and Regulations –**

Under Rules and Regulations, we have explained here what are the “Rights”, “Duties”, “Obligations” and “Responsibilities” of a Direct Seller while doing Business with Galway and what kind of policies and rules are to be followed while working. (For complete information see further Section-26.)

### **1.17 Maximum Retail Price (MRP) –**

This maximum price is printed on every product and no Direct Seller can sell any product at a price higher than this.

### **1.18 Direct Seller Price / RDP –**

Direct Seller Price or RDP or SDP or Direct Seller Price is the price at which a Direct Seller purchases products from the company. This price is lower than MRP.

## **Section–2 Procedure to Become a Direct Seller**

### **2.1 Equal Opportunity –**

Every person has equal opportunity to become a Direct Seller of Galway, irrespective of religion, caste or color.

### **2.2 Eligibility to Become a Galway Direct Seller –**

- A Direct Seller must be at least 18 years of age.
- He must be mentally and physically capable of understanding and doing the business.
- He must not be imprisoned and must not have been declared a criminal in the eyes of law.

### **2.3 Direct Seller Registration Application Procedure –**

To become a Direct Seller of Galway, an Applicant must apply through the company’s online joining process and shall also sign an Agreement Letter with the company according to which he accepts the working system related to Direct Sellership, policies and all its rules and regulations, Code of Conduct, Sales & Marketing Plan (which may also be changed in future) and shall follow them. After this, if the application is accepted by Galway and the Direct Seller is given his Permanent ID number, then the process of becoming a Direct Seller is completed.

### **2.4 Application Process for Direct Sellership –**

To become a Galway Direct Seller, visit [www.galway.in](http://www.galway.in) website and click on the “Join Galway” button given on the right side.

- The “Become a Direct Seller” page will open. Fill in the required information. Then the “Personal Details” page will appear. Enter your name, father’s name, mother’s name

and gender.

- Then the “Mobile & Email Registration” page will open. Enter your mobile number and email ID and verify it with the received OTP.
- Then the “Declaration” page will open. Accept that the information given by you is correct.
- Then the “KYC” page will open. Upload your government identity proof, photo and signature.
- Then the “Terms & Conditions” page will appear. Read it carefully and accept by ticking the checkbox.
- Then the “Address” page will open. Enter your permanent and correspondence address.
- Then the “Confirmation” page will appear. You will receive a Provisional ID and it will be informed that your application has been sent to the Sponsor.
- Your Sponsor and Upline must give their consent within 7 days.
- Sponsor and Upline will approve the joining from their Galway ID.
- After approval, download the approved application form from your Galway ID and sign it.
- Upload the signed form on the website from your login ID.
- As soon as the form is uploaded, your joining will be completed and you will become a Direct Seller of Leadvision Trading (India) Pvt. Ltd.

## **2.5 Direct Seller Contract –**

This Direct Seller Contract is an agreement made between Leadvision Trading (India) Private Limited (CIN: U24290DL2022PTC403736), a company registered under the Companies Act 1956, having its registered office at A-1/175, Upper Ground Floor, Main Najafgarh Road, Janakpuri, New Delhi-110058, and the Direct Seller appointed by it. The company sells and distributes its products through Direct Selling. The Direct Seller shall market and promote the company’s products according to the company’s policies and conditions.

## **2.6 Acceptance or Rejection of Application –**

The right to accept or reject the application form of an Applicant without any explanation is reserved with Galway. An Applicant’s application shall be accepted only when all documents demanded with the application form under the online joining process (photo identity proof, address proof, date of birth proof, passport size photo) are valid.

**2.7** The Applicant cannot provide any false, misleading or wrong information in the application form. Galway reserves the right to immediately terminate or cancel the Direct Sellership of such Applicants if found. If there is any change in the information provided by the Applicant, he must immediately inform Galway.

**2.8** Only that person shall be considered an Authorised Direct Seller of Galway whose application form has been accepted by the company.

## **2.9 Co-Applicant –**

We consider husband and wife as natural complements of each other and respect this

sacred relationship, therefore husband and wife may work on a single application if they wish. Both will be given only one Direct Seller ID. Only one of them will be the main Applicant and the other shall be called Co-Applicant. All business-related communication will be done by the company only with the main Applicant and in case of refund, the company will return money only in the name of the main Applicant by bank transfer or cheque and the Co-Applicant shall have no objection. But both names shall have one existence, therefore any act done by one Applicant under rules and conditions shall be effective on the other also.

### **Husband & Wife Direct Seller ship –**

If husband and wife want to register separately, they cannot register in different sale team networks; they can become Direct Sellers only in the same line.

- If Direct Sellers of two different sale team networks marry each other, in that case both can work at their respective places, but they will see only their actual sale team network.

## **Section–3 Auto Yearly Directsellership Registration**

### **3.1 Auto Yearly Directsellership**

As per policy, two intervals have been determined for each Direct Seller in every calendar year. In each interval, a minimum of 60 PV self-business is mandatory.

- **Interval 1:** 1 January – 30 June
- **Interval 2:** 1 July – 31 December

This policy will be applicable from the next calendar year to those Direct Sellers who have joined in the current year.

#### **Example:**

- If a Direct Seller has joined Galway Business in the year 2024, then this policy will be effective for him from the year 2025.
- If a Direct Seller has joined Galway Business in the year 2025, then this policy will be applicable for him from the year 2026.

### **3.2 Automatic Expiration**

If a Direct Seller does not complete 60 PV self-business in each interval, then his ID will be blocked.

- In case of block, it will be mandatory to complete minimum 150 PV self-business in the next interval.
- Example: If a Direct Seller started business on 10 March 2025 and did not complete 60 PV self-business in Interval 1 (1 January – 30 June 2026), then his ID will be blocked.
- If in Interval 2 (1 July – 31 December 2026) also 150 PV self-business is not completed, then the ID will be automatically terminated after 1 January.

### **3.3 Reinstatement**

To make a blocked ID active Direct Seller, the Direct Seller must complete minimum 150 PV self-business.

Under this policy, by doing the prescribed self-purchase you can maintain your active Direct Seller status.

## **Section–4 Duties & Responsibility**

**4.1** All Direct Sellers of Galway must strictly follow all Rules and Regulations including Consumer Protection (Direct Selling) Rules, working system and policies, terms and conditions, Code of Conduct and Sales & Marketing Plan which are applicable while doing business as a Galway Direct Seller and which may vary from state to state. No Direct Seller should do any objectionable act or such work which may bring disrepute to the Direct Seller or Galway.

**4.2** All Direct Sellers of Galway must strictly follow the working system and policies prepared by the company:

- The company reserves the right to change at any time the company, company products, method of working, business presentation, commission plan on products sold by Direct Seller and his sale team, product demonstration, product price, BV and PV, company working system, policies, rules and regulations, Code of Conduct, etc.
- If there is any change in company, company products, method of working, business presentation, commission/incentive under Sales & Marketing Plan on products sold by Direct Seller and his sale team, product demonstration, company working system, policies, rules and regulations, Code of Conduct, etc., you will be informed through the company website [www.galway.in](http://www.galway.in). If any Direct Seller does not accept this change, he may give notice to the company and apply to cancel his Direct Seller ship and leave his Direct Seller ship.

## **Section–5 Code of Ethics**

### **5.1 Honesty**

Every Direct Seller of Galway must maintain honesty in all facts and figures. You must remain honest about the quality and price of any product. Exaggeration is prohibited. No Direct Seller shall make any false or misleading claim to any customer or prospective Direct Seller about himself, the company, its products, Sales & Marketing Plan, its policies or availability, nor shall he make any disparaging comparison with any competitive company.

**5.2** Inform customers only about the warranty or guarantee of the product as mentioned in the Product Catalogue and official Galway website. Do not say anything on your own or on someone's saying which is not available in writing in any company recognized document.

**5.3** No Direct Seller is permitted to make any proposal on his own regarding product, services and warranty to any prospective Direct Seller or customer. In case of non-compliance of these rules, the Direct Seller shall compensate Galway for any loss (including legal expenses incurred by Galway).

**5.4** No Direct Seller shall conduct business by fraud or illegal means. By fraudulent or illegal system we mean any system which does not fall under local state and central laws including Consumer Protection (Direct Selling) Rules and is not covered under Galway rules and regulations, working system and policies, terms and conditions, Code of Conduct, Sales & Marketing, application form and declaration letter.

**5.5** No Direct Seller shall conduct business in the name of any Enterprises which is involved in any activity that is illegal under local, state or central law.

**5.6** The Direct Seller shall present the company's business opportunity to prospective Direct Seller with full honesty and shall provide only such information about company, company products, method of working, business presentation, commission plan on products sold by Direct Seller and his sale team, product demonstration, company working system, policies, rules and regulations, Code of Conduct, etc., as issued by Galway through its website/literature, printed material, e-literature. He shall not exaggerate or mislead. He shall inform the prospective Direct Seller that success in this business requires hard work.

## **Section–6 Professionalism**

**6.1** No Galway Direct Seller shall sell products by putting any pressure on any customer or prospective Direct Seller or try to make them Direct Seller without their will.

**6.2** You shall present only Galway products, policies, Galway Business Plan and the benefits that they may receive to your prospective Direct Seller (Guest) or customer.

**6.3** If any Guest or prospective Direct Seller refuses to listen to the business presentation midway, you shall not force him to listen completely.

**6.4** In Galway presentation, you shall not go beyond or exaggerate outside Galway printed and written literature such as company product booklet, website, e-booklet, magazine, newsletter, product brochure. You shall present all figures accurately.

**6.5** You shall never try to impose your views on prospective Direct Sellers or customers. You must always remain polite and courteous and understand their wishes and signals.

## **Section–7 Confidentiality**

**7.1** It is the responsibility of the Authorised Direct Seller of the company to maintain confidentiality of the company's business activities and follow the company's Privacy Policy.

## **Section–8 Product Price and Product Return & Refund Policy**

### **8.1 Product Price**

You cannot sell Galway product at a price higher than the Maximum Retail Price (MRP) printed on it. However, a Direct Seller may sell Galway product at a price lower than MRP at his/her own discretion.

### **8.2 Product Return Policy**

Customer can return the product within 20 days from the date of receipt of product and take refund. After this period, product will not be returned.

**8.3** The returned products must be in resalable condition. Resalable condition means:

1. Returned products must be in production. Discontinued products by company will not be accepted.
2. Product seal (Shrink Wrap) must not be opened.
3. Expiry date of product must not have passed.
4. Label on the product must be clean and properly affixed.
5. Product shipping charges shown in invoice are not refundable.
6. Products can be returned only at the same place from where they were purchased, as mentioned in the invoice.
7. If refund is approved, refund amount will be credited to your account within 1 to 7 working days.
8. To return product, customer must provide the bill along with the product.
9. Products in excess of quantity mentioned in bill will not be returned.

## **Section–9 Buy Back Policy**

**9.1** Returned products must be in resalable condition. Company's decision in this matter shall be final. Resalable condition means:

- I. Returned products must be in production. Discontinued products will not be accepted.
- II. Product seal (Shrink Wrap) must not be opened.
- III. Expiry date of product must not have passed.

**9.2** To return Galway products, Direct Seller must submit the bill and product return form along with the product.

**9.3** Products exceeding quantity mentioned in bill will not be accepted.

**9.4** If product does not meet return criteria, Galway reserves the right to refuse return.

**9.5** Galway reserves the right to recover commission distributed to Direct Sellers on returned products.

**9.6** Refund will be made by Account Payee Cheque or NEFT bank transfer. Cheque will be issued in the same name as mentioned in application. It will not be issued in the name of any other person or company. Cheque will be given within 30 days from date of product return.

**9.7** Galway advises you not to purchase excessive stock. Purchase products only as per customer demand.

**9.8** If you do not take back product from customer as per 5.1, company reserves right to take necessary action against you and take strict steps if found guilty.

**9.10** Galway reserves the right to change at any time without prior notice the product price (MRP), BV, PV, RDP and SDP.

**9.11** As a Direct Seller you cannot keep Galway products for sale or display in any shop, fair, store, school, online selling or any institution. If any Direct Seller runs his own shop, he must keep his business separate from Galway Business. As a Galway Direct Seller, you must sell products to customers in the same manner as other Galway Direct Sellers, that is according to Direct Selling method. If any Direct Seller does so, Galway may stop or reject such application, registration or renewal or cancel his Direct Sellership. All rights to do business with Galway will be withdrawn from that Direct Seller.

### **9.12 Packing**

No Direct Seller is permitted to repack any Galway product nor is allowed to make any change or tampering in its label or product price.

## **Section–10 Relation between Galway and Direct Seller**

**10.1** A Direct Seller is not an employee of Galway, nor is he/she permitted to represent or claim so.

**10.2** A Galway Direct Seller is an independent Direct Seller conducting his/her own business. He/she cannot claim to be an employee, agent, manager, or representative of Galway. If any loss occurs to Galway (including legal expenses) due to such misrepresentation, the Direct Seller shall be liable to compensate the company.

**10.3** A Direct Seller cannot use the Galway identity card to create an impression that he/she is an employee under Galway. The ID card is issued only for carrying out business-related work at any Galway branch.

**10.4** No Direct Seller receives any exclusive territorial rights from Galway. A Direct Seller cannot claim or promise anyone that he/she can provide a franchise, mini franchise, or Direct Sellership of any specific city, village, town, or area. No claim of exclusive area rights is allowed.

**10.5** No Direct Seller shall guarantee any kind of income from Galway business to any person.

**10.6** A Direct Seller is solely responsible for decisions taken in relation to his/her business.

**10.7** A Direct Seller shall comply with all applicable national, state, and local laws related to his/her business and shall be personally responsible for payment of all applicable taxes.

**10.8** A Direct Seller cannot sell any company product in another country if the product is specifically manufactured for a particular country.

**10.9** No Direct Seller shall sell or promote any product or literature to another Galway Direct Seller that is not part of Galway's product range, nor encourage them to join such products.

**10.10** No Direct Seller shall export Galway products or provide them to anyone for export.

**10.11** Due to legal reasons such as protection of trade name, trademark, product registration laws, literature and language requirements, Galway permits its Direct Sellers to sell only within the country to prospective Direct Sellers and retail customers.

## **Section–11 Sponsor's Responsibilities**

**11.1** Sponsor only those persons in your sales team whom you know well and whose conduct you can take responsibility for.

**11.2** You must provide complete product presentation and demonstration to your directly joined Direct Sellers. If unable, take assistance from your upline and learn simultaneously.

**11.3** Before sponsoring a new Direct Seller, you must clearly explain company details, products, working method, business presentation, commission plan, product demonstration, policies, rules and regulations, and Code of Ethics.

**11.4** You must provide complete training and education to your directly joined Direct Sellers. If not capable, seek help from your upline or qualified Direct Sellers.

**11.5** Encourage your downline Direct Sellers to attend all presentations, meetings, training, and educational programs organized by Galway or upline Direct Sellers.

## **Section–12 Product Purchase Procedure**

**12.1** A bill will be provided along with the product. You must keep it safely.

**12.2** The company advises you to follow the “Just in Time” purchase policy — buy products only when you receive customer orders or for personal use. Maintain minimum stock.

## **Section–13 Monthly Bonus**

**13.1** A Direct Seller will receive Performance Bonus/Commission/Royalty Income as per the company’s Sales & Marketing Plan on products sold by him/her and his/her sales team. Payment will be transferred to bank account through NEFT.

**13.2** Business done in a month (e.g., January) will be calculated and valued, and bonus/royalty will be transferred by NEFT by the last date of the following month.

**13.3** TDS as applicable by Government of India will be deducted before transfer.

**13.4** If total Performance Bonus and Royalty Income exceeds ₹100, it will be automatically transferred as e-credit.

**13.5** Galway reserves the right to recover bonus paid under following conditions:

- When products are bought back under Buy Back Policy.
- If any loss is caused to company by Direct Seller’s actions.
- When product is returned by customer.
- If product was stolen or obtained dishonestly.

**13.6** Monthly bonus statement will be issued on 25th of next month. If unsatisfied, Direct Seller must inform company within 5 days of statement issue date.

## **Article (Section) - 14 Suspension or Termination of Monthly Bonus, Commission and Other Facility Benefits (Benefit & Gain)**

**14.1** In the following circumstances, Galway reserves the full right to suspend the direct seller ship of any Direct Seller at any time or to withhold the bonus, commission or any other facility, benefit or promotion, or to demote him/her:

- When a Direct Seller has violated the provisions given in Galway’s working system and policies, rules and regulations, sales and marketing plan, and code of conduct, and the Company has issued a “Show Cause Notice” to him/he
- When a Direct Seller is under investigation by the Company.
- When the Direct Seller has been found guilty in the investigation conducted by the Company.

- When any act has been committed by the Direct Seller due to which the Company or the image of the Company or its fellow Direct Sellers has suffered loss.
- When the direct seller ship of a Direct Seller is being transferred to his/her successor (Beneficiary).
  - Any such event which, in the opinion of Galway, prompts it to take such action against him/her.

### **Article (Section) - 15 Beneficiary (Successor)**

**15.1** A Direct Seller may appoint any Indian person as his/her beneficiary. If no beneficiary's name is mentioned in the Direct Seller form, then his/her next legal heir shall be the beneficiary. However, after the death of the Direct Seller, if there is any dispute regarding the beneficiary, the appropriate legal court shall determine the rightful beneficiary. Galway reserves the right to withhold all benefits payable to that Direct Seller, including bonus/commission, until the court's decision is received.

### **Article (Section) - 16 Galway Assets**

**16.1** Galway's logo (symbol), business mark (trademark), service mark, product names, tangible or intangible assets, whether registered or not, and the videos, written materials, printed materials, e-materials, digital materials, etc. issued by Galway are the property of Galway. No Direct Seller or any other person may use or produce them without prior permission from Galway.

### **Article (Section) - 17 In Case of Disability / Incapacity of a Direct Seller**

**17.1** If a Direct Seller becomes disabled or is unable to manage the business and related activities with Galway due to illness, advanced age, or any other reason, then in such a situation Galway may permit him/her, if he/she so desires, to transfer the direct sellership to a successor at his/her discretion. In such cases, the decision of the Company shall be final.

### **Article (Section) - 18 Business Promotion Activities**

**18.1** A Direct Seller shall comply with all the rules made for business promotion programs.

**18.2** At any time, if a Direct Seller is under investigation by the Company for alleged violation of the Company's working system and policies, rules and regulations, code of conduct, working rules, sales and marketing plan, etc., or has been issued a show cause

notice, Galway reserves the right to restrict such Direct Seller from participating in any business promotion programs.

### **Article (Section) - 19 Right of Amendment**

**19.1** Company reserves the full right to amend the Company's working system and policies, rules and regulations, code of conduct, working rules, sales and marketing plan, etc. at any time without any prior notice.

### **Article (Section) - 20 English Version is on Priority**

**20.1** In case of any doubt or ambiguity in the interpretation of the Company's working system and policies, rules and regulations, code of conduct, working rules, sales and marketing plan, etc., the English version shall prevail.

### **Article (Section) - 21 Resignation**

**21.1** Any Direct Seller may terminate his/her direct seller ship with Galway at any time. For this purpose, he/she shall submit a resignation to his/her introducer, or upline (above RD level), Ruby Distributor, and to Galway.

### **Article (Section) - 22 Termination**

**22.1** If Company ( Leadvision Trading (india) Pvt.Ltd) is of the opinion that any Direct Seller is not sufficiently active or not eligible as per Galway's standards, or has failed to comply with the provisions relating to the Company, Company products, working methods, business presentations, commission plan on products sold by the Direct Seller and his/her sales team, product demonstrations, Company's working system, policies, rules and regulations, code of conduct, etc., or has attempted to damage the image of Galway, or has attempted to interfere with the business of other Direct Sellers of Galway, then Galway shall have the right to cancel the direct sellership of such Direct Seller without any prior notice and without any condition.

**22.2** If any Direct Seller himself/herself or his/her spouse or partner or party or member of his/her company or his/her representative is found to be involved in the following matters:

- Enrolling any person as a Direct Seller through wrongful, inappropriate, illegitimate or unauthorized means.
- Changing the price of any product without approval from Galway.
- Violating the Company's Policy and Procedure, Rules and Regulations, Code of Ethics,
- Galway Neeti, Rules of Conduct, Sales and Marketing Plan, etc.

- Engaging in any act which directly or indirectly has a negative or adverse impact on Galway and damages the image of the Company.
- Making false or baseless statements or claims regarding Galway products and marketing plan.

## **Article (Section) - 23 Punishment**

### **23.1 Formation of Sales Team through Unfair Means and Punishment**

No Direct Seller is allowed to sponsor or build a sales team under them in the following improper manner:

- A Direct Seller cannot sponsor any person in their team as a Direct Seller if that person is already registered as a Direct Seller in another group within the Company.

**23.2** If such a case is found, the Direct Seller ship of the concerned Direct Seller shall be suspended. The Direct Seller who has joined improperly, along with their downline sales team, will be transferred back to their original and actual sponsor.

**23.3** All persons involved in such an act shall be issued a Punishment Letter.

**23.4** In such cases, no pending bonus or commission shall be considered.

**23.5** A Direct Seller cannot sponsor the spouse (wife/husband) of another Direct Seller into their own team.

**23.6** If found, the Direct Seller ship of the spouse shall be immediately cancelled, and the spouse along with their downline sales team will be transferred under the already existing Direct Seller husband/wife.

- All persons involved shall be issued a Punishment Letter.
- In such cases, no pending bonus or commission shall be considered.

**23.7** If a Direct Seller joins another Direct Seller's team and more than six months have passed, and any complaint is received about it, the Company will review the matter on its own and conduct an inquiry. The Company's decision will be final and binding on everyone.

## **Article (Section) - 24 Association of a Direct Seller with Another Direct Selling Company**

**24.1** A Direct Seller who has achieved ED level (Enrolled Direct Seller) or a higher promotion shall not, directly or indirectly, or as a representative, engage in any activities or work with any other direct marketing or multi-level marketing company.

**24.2** No Direct Seller shall, either personally or through any other person, work for or sell or promote products of another direct marketing company, MLM company, or any company that has similarity with Galway's products, services, or operations and is competitive, nor shall they induce or encourage any other Galway Direct Seller to do so, and shall not perform any act or activity that may have a negative impact on Galway.

**24.3** Violation of company rules, regulations, working system and policies, terms and conditions, code of conduct, and sales and marketing plan – if any Direct Seller violates any provisions of Galway's rules, regulations, working system and policies, terms and conditions, code of conduct, or sales and marketing plan, their direct sellership may be immediately suspended or terminated.

**24.4** Company may issue either an oral or written warning to any Direct Seller who violates the provisions of Galway's rules, regulations, working system and policies, terms and conditions, code of conduct, or sales and marketing plan.

**24.5** If Company issues a Show Cause Notice to a Direct Seller, the Direct Seller must provide a written explanation addressing the allegations within 3 days from the date mentioned in the notice. Failure to respond shall give Galway the right to take appropriate action against the Direct Seller.

**24.6** Company reserves the right to suspend a Direct Seller from the date allegations arise until the investigation is completed and the final decision is made. During this period, all activities (such as placing product orders, conducting sales team meetings, sponsoring new Direct Sellers, making changes in Direct Seller information, participating in training or promotional activities organized by Galway or any other Direct Seller, etc.) and all bonuses and commissions shall be withheld.

**24.7** The final decision shall be made based on the information and explanation provided by the Direct Seller, verified sources, and facts obtained during Galway's investigation. This may include the decision to cancel/terminate the Direct Seller's direct sellership.

**24.8** Company reserves the right to make any decision for similar violations, taking into account the circumstances under which the Direct Seller committed the violation.

**24.9** Company shall notify the Direct Seller of its decision via a notice, and such decision shall be effective from the date of issuing the notice.

**24.10** If a Direct Seller's direct sellership is terminated/cancelled:

- The Direct Seller shall return all Galway products.
- All bonuses, commissions, and other benefits under the Company's sales and marketing plan shall be permanently forfeited.

## **Article (Section) - 25 Eligibility Criteria for Re-Application Post Termination**

**25.1** A terminated Direct Seller may apply to become a Direct Seller again after six (6) months. However, the Company reserves the right to accept or reject such application at its discretion.

**25.2** No terminated Direct Seller shall be eligible to apply for re-appointment as a Direct Seller until a minimum period of six (6) months has elapsed from the date of termination.

**25.3** The re-application must be submitted in writing in the format and procedure prescribed by the Company. The applicant must provide a written declaration/assurance that he/she will fully comply with all Company policies, rules, and code of conduct in the future.

**25.4** If the termination was due to serious misconduct, fraud, financial irregularity, damage to the Company's reputation, or any statutory violation, the Company shall not be obliged to consider the re-application. The Company may, at its discretion, conduct verification, interview, or any other investigation before deciding on the re-application.

**25.5** The decision of the Company shall be final, binding, and non-contestable, and no claim, appeal, or objection shall be entertained. If it is found post re-appointment that the applicant has again violated the rules, the Company reserves the right to terminate the membership without prior notice.

## **Article (Section) - 26 Product-Related Roles and Responsibilities of Direct Sellers and Franchisees**

### **26.1 Roles & Responsibilities of Franchise:**

1. The Franchisee shall comply with all applicable laws at the district, state, and national levels.
2. The Franchisee must possess a valid food license for all food-related products (for both sale and purchase) and ensure timely upgrades of the food license as required.
3. The Franchisee shall obtain all applicable trade licenses and GST registration (as required).
4. The Franchisee shall maintain a file containing the following documents:
  - Copy of the Franchise Agreement – clear print and scanned copy.
  - GST Registration Certificate, if applicable.
  - GST User ID and Password (to be kept confidential).
  - Income Tax Returns and other financial records.
  - Rent Agreement / Possession letter of the premises (if applicable).
  - Aadhar Card & PAN Card of the Franchisee / Franchise Owner.
  - Food License – valid for all applicable classes and timely upgraded.

- Agri License – for Agri Franchisees.
- Sufficient number of fire extinguishers (Fire Extinguisher) placed appropriately according to the premises, ready for emergency use, and ensure emergency exits are always clear and safe.
- Direction / Instruction boards.
- Product display racks.
- Proper storage system (e.g., FIFO, separate storage for food and non-food products, appropriate temperature, clean walls and floors, etc.).
- Weighing machine with proper seal.
- Franchise front display board with GST number.
- Complaint & Resolution Register for Direct Sellers.
- Invoices and order details.

**26.2** If any Franchisee is found non-compliant with applicable laws, involved in wrongful acts or activities, damages the Company or management's reputation, or engages in unfair business practices, strict action will be taken against that Franchisee. This may include termination of the Franchisee or imposition of penalties/fines on the Franchisee.

## **Article (Section) - 27 Product-Related Roles and Responsibilities of Direct Sellers and Mini Franchisees**

### **27.1 Roles & Responsibilities of Mini Franchise:**

1. The Mini Franchisee shall comply with all applicable laws at the district, state, and national levels.
2. The Mini Franchisee must possess a valid food license for all food-related products (for both sale and purchase) and ensure timely upgrades of the food license as required.
3. The Mini Franchisee shall obtain all applicable trade licenses and GST registration (as required).
4. The Mini Franchisee shall maintain a file containing the following documents:
  - Copy of the Mini Franchise Agreement – clear print and scanned copy.
  - Income Tax Returns and other financial records.
  - Rent Agreement / Possession letter of the premises (if applicable).
  - PAN Card & Aadhar Card of the Mini Franchisee / Mini Franchise Owner.
  - Food registration and license – valid for all applicable classes and timely updated.
  - Adequate number of fire extinguishers (Fire Extinguisher) placed appropriately according to the premises, ready for emergency use, and ensure emergency exits are always clear and safe.
  - Direction/Instruction boards and product display racks.

- Proper storage system (e.g., FIFO, separate storage for food and non-food products, proper temperature, clean walls and floor areas, etc.).
- Weighing machine with proper seal.
- Properly displayed Mini Franchise board.
- Complaint & Resolution Register for Direct Sellers.
- Invoice / Order details.

**27.2** If any Mini Franchisee is found non-compliant with applicable laws, involved in wrongful acts or activities, damages the Company or management's reputation, or engages in unfair business practices, strict action shall be taken against that Mini Franchisee. This may include termination of the Mini Franchise or imposition of penalties/fines.

### **Article (Section) - 28 Arbitration**

**28.1** In case of any dispute between the Company and a Direct Seller, both parties shall first attempt in good faith to resolve the matter amicably. If the parties are unable to resolve the dispute themselves, the matter shall be resolved through arbitration under the **Arbitration and Conciliation Act, 1996** under the following conditions:

- The venue for arbitration shall be New Delhi.
- There shall be a single arbitrator.
- The arbitrator shall be appointed either by mutual consent or by Galway (Leadvision Trading (India) Pvt. Ltd.).

