

Pyxism India

PYXISM TRAVEL DISTRIBUTION PVT LTD

Policies and Procedures

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SECTION 1 : INTRODUCTION

1.1 Policies and Compensation Plan Incorporated into Associate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Pyxism Travel Distribution Private Limited (hereafter 'Pyxism India' or 'Pyxism' or the 'Company'), are incorporated into and form an integral part of the Pyxism India Associate ('Associate') Agreement. Throughout these Policies, when the term 'Agreement' is used, it collectively refers to (1) Pyxism India Associate Application (2) Pyxism India Associate Terms and Conditions (3) Pyxism India Policies and Procedures (4) Pyxism India Compensation Plan. These documents are incorporated by reference into the Pyxism India Associate Agreement (all in their current form and as amended by Pyxism India).

1.2 Changes to the Agreement

Government and foreign and local laws, and the business environment periodically change, thus amendments may become necessary. The Company reserves the right to amend, as it deems necessary and in its sole and absolute discretion, any part of the Agreement, and its Products and Prices. Pyxism India Associates agree to abide by all amendments or modifications the Company deems necessary. Any necessary amendments shall be incorporated into the latest Document Version and effective the Publication Date. Notifications of amendments shall be published by one or more of the following methods: (1) posting on the Company's Official Website (2) electronic mail (3) inclusion in Company periodicals (4) special mailings (5) posting in Associate's Virtual Office. The continuation of an Associate's Pyxism India Business or an Associate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.3 Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion/portions of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

1.4 Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Pyxism India to exercise any right or power under the Agreement or to insist upon strict compliance by an Associate 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 Pyxism's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Associate against the Company shall not constitute a defense to Pyxism's enforcement of any term or provision of the Agreement.

SECTION 2 : PYXISM INDIA ASSOCIATE APPLICANTS

2.1 Pyxism India Associate Applicant Requirements

- 2.1.1 Be a lawful citizen of India and of legal age in his or her domicile of residence
- 2.1.2 Reside in India
- 2.1.4 Complete an online Enrollment Application through another Pyxism Associate's Replicated Web Site
- 2.1.5 Submit a properly completed Pyxism India Associate Application and Agreement to Pyxism India in hard copy format

2.2 Associate Benefits

Once a Pyxism India Associate Application and Agreement has been accepted by Pyxism India, the benefits of the Pyxism India Compensation Plan and the Associate Agreement are available to the new Associate. These benefits include the right to:

- 2.2.1 Sell Pyxism Products and Services
- 2.2.2 Participate in the Pyxism India Compensation Plan (receive Bonuses and Commissions, if eligible)
- 2.2.3 Sponsor others as Customers or Associates into the Pyxism business and thereby build a marketing organization and progress through the Pyxism India Compensation Plan
- 2.2.4 Receive periodic Pyxism literature and other Pyxism communications
- 2.2.5 Participate in Company sponsored assistance, support, service, training, and motivational and recognition functions (upon payment of appropriate charges, if applicable)
- 2.2.6 Participate in promotional and incentive contests and programs sponsored by the Company for its Associates

2.3 Pyxism India Associate Agreement Term and Renewal

The term of the Pyxism India Associate Agreement is One (1) Year from the date of its acceptance by Pyxism

India, subject to earlier termination in accordance with the Agreement, the Pyxism India Policies and Procedures, or in accordance with law. Pyxism India Associates must contact the Company to renew their Associate Agreement each year on or before its anniversary date. The Company will provide a Pyxism India Individual (or Business) Associate Agreement Renewal Form in the Associate's Virtual Office, to which the Associate must submit to the Company within Thirty (30) Calendar Days. Pyxism India reserves the right to refuse to renew any Pyxism India Associate's Agreement for any reason. Pyxism India reserves the right to amend, as it deems necessary and in its sole and absolute discretion, any part of the Agreement, including any conditions of renewal.

SECTION 3 : OPERATING A PYXISM INDIA BUSINESS

3.1 Adherence to the Pyxism India Compensation Plan

Associates must adhere to the terms of the Pyxism India Compensation Plan as set forth in official Company literature. Associates shall not offer the Pyxism India opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Company literature. Associates shall not require or encourage other current or prospective Customers or Associates to execute any agreement other than official Pyxism India agreements in order to become a Pyxism India Associate. Similarly, Associates shall not require or encourage other current or prospective Customers or Associates to make any purchase from, or payment to, any individual or other entity to participate in the Pyxism India Compensation Plan other than those identified in official Company literature

3.2 Advertising

3.2.1 General

All Associates shall safeguard and promote the good reputation of Pyxism and its products. In the marketing and promotion of Pyxism India, the Pyxism India opportunity, the Pyxism India Compensation Plan, and Pyxism products, Associates must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Violation of this rule can result in termination of your Associate status. To promote both the products and services, and the business Pyxism offers, Associates may use Company provided materials or information. Associates may also use their own literature, advertisements, sales tools and promotional materials, provided that they are consistent with Company provided materials or information. In the event that the Company, in its sole discretion, finds any materials produced or promoted by an Associate to be inconsistent with Company provided materials or information, factually untrue, discourteous, deceptive, misleading, unethical or immoral, upon request from the Company, the Associate shall immediately cease and desist using, promoting, or allowing use of any such materials.

3.2.2 Associate Web Sites

Associates are provided a Replicated Pyxism India Web Site (and/or Replicated Pyxism Travel Web Site) to promote his or her business. Associates may also use their own Internet Web Site (or Page), provided that they are consistent with Company provided materials or information. The Associate Web Site (or Page) must display the following statement in a prominent, conspicuous place on each Page of their Web Site: 'This is not an Official Pyxism India Website. This Site is provided by an Independent Pyxism India Associate'. In the event that the Company, in its sole discretion, finds any website produced or promoted by an Associate to be inconsistent with Company provided materials or information, factually untrue, discourteous, deceptive, misleading, unethical, or immoral, upon request from the Company, the Associate shall immediately cease and desist using, promoting, or allowing use of any such website. In the event that the Company, in its sole discretion, finds any website produced or promoted by an Associate to not display the statement that the website is not an Official Pyxism India Website, upon request from the Company, the Associate shall immediately display the statement on their website.

3.2.3 Trademarks and Copyrights

The Company will not allow the use of its trade names, trademarks, designs or symbols by any person, including Associates, without its prior, written permission. Associates may not produce for sale or distribution any recorded Company events and/or speeches without prior, written permission from the Company, nor may Associates reproduce for sale or for personal use any recording of Company produced audio or video tape presentations. Associates may not use or attempt to register any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name or any derivative thereof, for any Internet domain name without prior, written approval from the Company.

3.2.4 Media and Media Inquiries

Associates may not respond to media inquiries regarding the Company, its products or services, or their independent Pyxism India business. All media inquiries of any type must be immediately referred to the Company.

3.2.5 Unsolicited Email

Associates shall not use mass email (spam) as a means of promoting their businesses. Associates

may only send email to prospective Customers and Associates if they have a personal or business relationship with such individual or if they have received permission from the recipient to send them an email relating to the Pyxism India program or products. Associates must comply with all laws applicable to regulating unsolicited commercial email.

3.2.6 Unsolicited Faxes

Except as provided in this section, Associates may not transmit unsolicited faxes or use an automatic telephone dialing system in violation of any law to promote their Pyxism India businesses. The term 'automatic telephone dialing system' means equipment which has the capacity to: (a) store or produce telephone numbers to be called using a random or sequential number generator, and (b) to dial such numbers. The term 'unsolicited faxes' means the transmission via telephone facsimile of any material or information advertising or promoting Pyxism, 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 Associate 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 the Associate and a person on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Associate, or (b) a personal or familial relationship that has not been previously terminated by either party.

3.2.7 Telemarketing Techniques

Associates must comply with all government telemarketing laws.

3.2.8 Telephone Book Listings

Associates may list themselves as an 'Independent Pyxism India Associate' in the white or yellow pages of the telephone directory (both offline and online) under their own name as follows: Associate's Name, Independent Pyxism India Associate. Associates may not place telephone directory display ads using the Company's name or logo. Associates may not answer the telephone by saying 'Pyxism' or 'Pyxism Incorporated' or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Pyxism.

3.3 Business Entities

3.3.1 Business Application

A corporation, limited liability company, partnership or trust (collectively referred to in this Section as a 'Business Entity') may apply to be a Pyxism India Associate by submitting a properly completed Pyxism India Independent Associate Business Application and Agreement. The Business Entity, as well as all of the shareholders, members, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively 'Affiliated Party') are individually, jointly and severally liable for any indebtedness to the Company, compliance with the Pyxism India Policies and Procedures, the Pyxism India Independent Associate Business Application and Agreement, and other obligations to Pyxism.

3.3.2 Affiliated Party

If any Affiliated Party wants to terminate his or her relationship with the Business Entity or the Company, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify the Company in writing that he or she has terminated his or her affiliation with the Business Entity, and must comply with the provisions of [Section 3.18](#), and must adhere to the requirements of [Section 3.4](#). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of [Section 3.18](#).

3.3.3 Business Entity Change of Sponsor

The modifications permitted within the scope of this Section do not include a change of sponsorship. Change of sponsorship is addressed in [Section 3.4](#).

3.4 Associate Change of Sponsor

3.4.1 Voluntary Change of Sponsor

An Associate may legitimately change organizations by voluntarily cancelling his or her Pyxism India business and remaining inactive for a period of Six (6) Full Calendar Months. Inactive means no purchases of Products for resale, no sales of Products, no sponsoring, no attendance at any Company meetings, events, or functions, or operation of any other Pyxism business. Following the Six (6) Full Calendar Months of inactivity, the former Associate may reapply under a new Sponsor, however, the former Associate's Marketing Organization (Downline) will remain in their original line of Sponsorship.

3.4.2 Voluntary Change of Sponsor Exception

In the event an Associate is granted a Voluntary Change of Sponsor Exception in provision [Section 4.2.4](#), the Associate granted such Exception will continue as an active Associate and their Downline will remain intact.

3.4.3 Inappropriate Sponsor Line

In cases wherein the appropriate sponsorship change procedures have not been followed, and a

Downline Organization has been developed in the second business developed by an Associate, the Company reserves the sole and exclusive right to determine the final disposition of the Downline Organization. Due to the difficulty in resolving conflicts over the proper placement of a Downline that has developed under an Organization that has improperly switched Sponsors, ASSOCIATES WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

3.5 Product Claims

No claims (including personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Pyxism may be made except those contained in official Company literature. No Associate may make any claim that Pyxism products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases.

3.6 Income Claims

Because Associates do not have the data necessary to make income claims, an Associate, when presenting or discussing the Pyxism opportunity or Compensation Plan, may not make income claims, income projections, or disclose his or her Pyxism India income, including but not limited to, showing their Virtual Office commission records, checks, copies of checks, bank statements, or tax records.

3.7 Commercial Outlets

Associates may sell Pyxism products from a commercial outlet where allowed by local laws.

3.8 Conflicts of Interest

3.8.1 Non-Solicitation

Associates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively 'network marketing'). However, during the term of their Agreement, Associates may not directly or indirectly recruit other Associates or Customers for any other network marketing business, unless the Associate directly sponsored those Associates or Customers. The term 'recruit' means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any way, either directly, indirectly, or through a third party, another Associate or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

3.8.2 Non-Solicitation Provision

Following the cancellation of an Associate's Agreement, and for a period of Six (6) Calendar Months thereafter, a former Associate may not recruit any Pyxism Associate or Customer for another network marketing business, with the exception of an Associate who is personally sponsored by the former Associate. Associates recognize that network marketing is conducted through networks of independent contractors dispersed across India and internationally, and that business is commonly conducted via the Internet and telephone, that any effort to narrowly limit the geographic scope of this Non-Solicitation Provision would render it wholly ineffective. Therefore, Associates agree that this Non-Solicitation Provision shall apply to all markets in which Pyxism conducts business.

3.8.3 Sale of Competing Goods or Services

Associates must not sell, or attempt to sell, any competing non-Pyxism programs, products, or services to Pyxism Customers or Associates. Any program, product, or service in the same generic categories as Pyxism products or services is deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors.

3.8.4 Third-Party Feeder Programs

No one shall create or characterize any marketing program as a feeder program creating entry into Pyxism without prior written consent and approval from the Company. Associates are not to be a party to any agreement with another party that requires them to pay a third party to become or remain an Associate, or that requires them to share their compensation as an Associate with third parties, except as required by law.

3.8.5 Downline (Genealogy) Activity Reports Non-Disclosure and Confidentiality

Downline Activity Reports are available for Associates access and viewing in their Virtual Office. Associate's access to their Virtual Office is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to the Company. Downline Activity Reports are provided to Associates in strictest confidence, and are made available to Associates for the sole purpose of assisting Associates in working with their respective Downline Organizations in the development of their Pyxism India business. Associates should use their Downline Activity Reports to assist, motivate, and train their Team Members. The Associate and the Company agree that, except for this agreement of confidentiality and nondisclosure, the Company would not provide Downline Activity Reports to the Associate. An Associate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

3.8.5.1 Directly or indirectly disclose any information contained in any Downline Activity Report to any third party

- 3.8.5.2** Directly or indirectly disclose the password to his or her Virtual Office
- 3.8.5.3** Use the Reports for any purpose other than the development of their Pyxism India business in working with their respective Downline Organizations
- 3.8.5.4** Recruit or solicit any Associate or Customer of Pyxism listed on any Report, or in any manner attempt to influence or induce any Associate or Customer of Pyxism to alter their business relationship with the Company
- 3.8.5.5** Disclose to any person or entity any information contained in any Report

3.9 Errors or Questions

If an Associate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Associate must notify the Company in writing within Sixty (60) Calendar Days of the date of the purported error or incident in question. The Company will not be responsible for any errors, omissions, or problems not reported to the Company within Sixty (60) Calendar Days of the date of the purported error or incident in question.

3.10 Holding Applications or Orders

Associates may not manipulate enrollments of Associates or product purchases. All Associate Applications and Agreements and product orders must be sent to the Company within Seventy Two (72) Hours from the time they are signed by an Associate or placed by a Customer, respectively.

3.11 Independent Contractor Status

Associates are Independent Contractors and are not purchasers of a franchise or a business opportunity. The agreement between the Company and its Associates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Associate. An Associate shall not be treated as an employee for his or her services or for government tax purposes. The Associate has no authority (expressed or implied) to bind the Company to any obligation. Each Associate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Associate Agreement, these Policies and Procedures, and applicable laws.

3.12 International Marketing

Pyxism India Associates are authorized to sell Pyxism Products and enroll Customers or Associates in India and the countries in which Pyxism authorizes its Associates to conduct business. Pyxism India Associates who wish to enroll Customers or Associates who are not India Citizens may enroll such Customers or Associates as a Pyxism Customer or Pyxism Associate, and such Customers or Associates shall abide by the Pyxism Policies and Procedures. No Associate may, in any country in which Pyxism has not authorized its Associates to conduct business: (a) conduct sales, enrollment or training meetings (b) enroll or attempt to enroll potential Customers or Associates, or (c) conduct any other activity for the purpose of selling Pyxism Products, establishing a marketing organization, or promoting the Pyxism opportunity.

3.13 Excess Product Purchases and Bonus Buying

3.13.1 Associates must never purchase more products than they can reasonably use or sell to retail customers in a month and must not influence or attempt to influence any other Associate to buy more products than they can reasonably use or sell to retail customers in a month.

3.13.2 Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product purchases by end user consumers.

3.14 Adherence to Laws and Ordinances

Associates shall comply with all government and local laws and regulations in the conduct of their businesses. Many cities have laws regulating certain home-based businesses. Associates must obey those laws that do apply to them. If a city official informs an Associate that an ordinance applies to him or her, the Associate shall cooperate fully and immediately send a copy of the ordinance to the Company.

3.15 Multiple Accounts

Pyxism India Associates may operate or have an ownership interest in a maximum of Three (3) Pyxism India Accounts (businesses). Any Second (2nd) Account and/or Third (3rd) Account must be sponsored by the First (1st) Account. Spousal partnerships are encouraged. One spouse must be the Sponsor of the other spouse. Spouses may not change sponsorship to another Sponsorship Line. The actions of one spouse will be attributed to both spouses. An established Pyxism India Associate who marries another established Pyxism India Associate may each retain their established Sponsorship Line.

3.16 Actions of Household Members

If any member of an Associate's immediate household engages in any activity that, if performed by the Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Associate and the Company may take disciplinary action pursuant to the Pyxism India Policies and Procedures against the Associate.

3.17 Roll-Up of Marketing (Downline) Organization

When a vacancy occurs in a Marketing Organization due to the termination or cancellation of a Pyxism India business, on the date of the vacancy, each Associate in the first level immediately below the vacated Associate will be moved to the first level (front line) of the vacated Associate's Sponsor.

3.18 Sale, Transfer, or Assignment of Pyxism India Business

A Pyxism India business is freely transferable subject to certain limitations. If an Associate wishes to sell ('selling party') his or her Pyxism India business, or interest in a Business Entity that owns or operates a Pyxism India business, the following criteria must be met:

- 3.18.1** The selling party must notify the Company in writing of his or her intent to sell, from his or her email account on record with the Company
- 3.18.2** The selling party must offer the Company the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. The Company shall have Fifteen (15) Calendar Days from the date of receipt of the written offer from the selling party to exercise its right of first refusal.
- 3.18.3** The selling party must satisfy any debt obligations he or she has with the Company.
- 3.18.4** The selling party must be in good standing and not in violation of any of the terms of the Agreement.
- 3.18.5** The Company shall issue a written approval, or written refusal, to the selling party within Fifteen (15) Calendar Days from the date of receipt of the written notice of intent to sell from the selling party.
- 3.18.6** The selling party must not proceed with the sale until the Company has issued a written approval.
- 3.18.7** The buyer or transferee must submit a properly completed Pyxism India Independent Associate Application and Agreement and be approved by the Company.

3.19 Separation of a Pyxism India Business

Associates sometimes operate their Pyxism India businesses as husband and wife (spousal) partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities ('parties'). At such time as a marriage may end in divorce, or a corporation, LLC, partnership, trust, or other Business Entity may dissolve, arrangements must be made to ensure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation: (1) one of the parties may operate the Pyxism India business pursuant to an assignment in writing whereby the relinquishing party authorizes the Company to deal directly with and solely with the other non-relinquishing party, or (2) the parties may continue to operate the Pyxism India business jointly on a 'business-as-usual basis', whereupon all compensation paid by the Company will be paid according to the status quo. Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided or will the Company split commission and bonus payments.

3.20 Succession

Upon the incapacitation or death of an Associate, his or her Pyxism India business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. The successor (or successors) must execute a properly completed Pyxism India Independent Associate Application and Agreement and meet all of the qualifications for the incapacitated or deceased Associate's status.

SECTION 4 : ASSOCIATE RESPONSIBILITIES

4.1 Associate Profile Information

The Company references the information located in the Associate Virtual Office Profile to properly administrate the Associate's Account when and as necessary. Associates must ensure that their Profile Information is accurate and up-to-date at all times. The Associate Profile Information is private and confidential to the Company, and only accessed to assist Administration and Support in the proper administration of the Associate's Account. Associates and Customers will be charged shipping fees for any orders that are shipped to an incorrect or outdated address provided to the Company.

4.2 Sponsor Obligations

Any Associate who sponsors another Associate (Direct) into Pyxism India is responsible for training and supporting their Directs, and fulfilling the Sponsor Obligations as described herewith:

- 4.2.1** Provide bona fide assistance to their Directs to ensure they are properly operating their Pyxism India Business.
- 4.2.2** Provide ongoing, regular contact and communication with their Directs regarding their Pyxism India Business, including but not limited to, written correspondence, personal meetings, telephone contact, electronic mail, and participation in Company meetings with their Directs.
- 4.2.3** To the best of their ability, and with the assistance of their Sponsor and Upline, motivate and train their Directs in knowledge of the Pyxism India Products, in effective sales techniques, in the Company Policies, and in the Pyxism India Compensation Plan.
- 4.2.4** Any Associate whose Sponsor does not fulfill these Sponsor Obligations has the right to request a new Sponsor, which, after a fair review and at the sole discretion of Pyxism India, may be granted. In the event such request is granted, [Section 3.4.2](#) shall apply.

4.3 Continuing Development Obligations

4.3.1 Ongoing Training

Associates have an ongoing obligation to attend as many of the Training Sessions, Corporate Webinars, and Company Events as possible. Pyxism India Management generally first announces updates at Corporate Webinars. At minimum, Associates have an ongoing obligation to access their Virtual Office weekly and access the Pyxism Associate Guide, Training Videos, and News & Updates which are archived in their Virtual Office.

4.3.2 Ongoing Sales

Associates have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

4.4 Non-Disparagement

Pyxism wants to provide Associates with the Best Products, Compensation Plan, and Service in the industry. Accordingly, Associate's suggestions, constructive criticisms, and comments are welcomed, valued, and respected. All such should be submitted in writing to the Company. However, Associates must not disparage, demean, or make negative remarks about the Company, other Associates, Pyxism's Products and Services, the Compensation Plan, or Company directors, officers, agents, or employees.

SECTION 5 : SALES REQUIREMENTS

5.1 Product Sales

The Pyxism India Compensation Plan is based on the sale of Pyxism Products and Services to end Consumers. Associates must fulfill personal and retail sales requirements of a minimum of One (1) Product or Retail Sale within each Six (6) Month Period (as well as meet any other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

5.2 Retail Sales Receipts

The Company provides Pyxism India Associate's Retail Customers with an official Pyxism Retail Sales Receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee.

5.3 No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 6 : BONUSES AND COMMISSIONS

6.1 Bonus and Commission Qualifications

An Associate must be active as set forth in [Section 5.1](#) and in compliance with the Agreement to qualify for Bonuses and Commissions. So long as an Associate is active, and is in compliance with the terms of the Agreement, the Company shall pay Commissions to such Associate in accordance with the Pyxism India Compensation Plan.

6.2 Adjustments to Bonuses and Commissions

Associates receive Bonuses and Commissions based on the actual sales of Products and Services to end Consumers. When a Product is returned to the Company for a refund or is repurchased by the Company, the Bonuses and Commissions attributable to the returned or repurchased product (or products) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the Commission is recovered from the Upline Associates who received Bonuses and Commissions on the sales of the refunded Products.

6.3 Reports

Due to various factors including, but not limited to, the inherent possibility of human, digital, and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; or credit card and electronic check charge-backs; the information is not guaranteed by Pyxism or any persons creating or transmitting the information. ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED 'AS IS' WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PYXISM AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY ID OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES OR COMMISSIONS, LOSS OF OPPORTUNITY AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF PYXISM OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION

SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, PYXISM OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

SECTION 7 : REFUNDS AND INVENTORY REPURCHASE

7.1 Product Refunds

Retail Customers and Pyxism India Associates are entitled to a full refund of all Products they personally purchased, provided such request is made to the Company within Seven (7) Calendar Days of their Product purchase date. ALL refund requests must be received by the Company in writing, via email to Services@PyxismIndia.biz or via fax to 01-949-207-3124, by the Seventh (7th) Calendar Day of the Product purchase date; such refund request will be unconditionally granted. Refund requests beyond Seven (7) Calendar Days of the Product purchase date will not be granted for any reason.

7.2 Inventory Repurchase

Pyxism does not offer 'Starter Kits' nor do Pyxism India Associates purchase or hold product inventory for resale. Therefore, any requirements according to government laws to refund any portion of Starter Kits or Inventory are not applicable.

SECTION 8 : DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 Disciplinary Sanctions

Violation of the Agreement, these Pyxism India Policies and Procedures, or any common law duty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that, in the sole discretion of the Company may damage it's reputation or goodwill (such damaging act or omission need not be related to the Associate's Pyxism India business), may result, at the Company's discretion, in One (1) or More of the following corrective measures:

- 8.1.1** Issuance of a written warning or admonition
- 8.1.2** Requiring the Associate to take immediate corrective measures
- 8.1.3** Imposition of a fine, which may be withheld from Bonus and Commission payments
- 8.1.4** Loss of rights to One (1) or More of Bonus and Commission payments
- 8.1.5** Withholding all or part of the Associate's Bonuses and Commissions during the period that the Company is investigating any conduct allegedly violating the Agreement. If an Associate's Pyxism India business is involuntarily terminated for disciplinary reasons, the Associate will not be entitled to recover any Bonus and Commissions withheld during the investigation period
- 8.1.6** Suspension of the Associate's Agreement for One (1) or More of pay periods
- 8.1.7** Involuntary Cancellation of the offending Associate's Agreement
- 8.1.8** Suspension and/or termination of the offending Associate's Pyxism Website (or Websites) and/or Virtual Office access
- 8.1.9** Any other measure (or measures) expressly allowed within any provision of the Agreement
- 8.1.10** In situations deemed appropriate by Pyxism, the Company may institute legal proceedings for monetary and/or equitable relief

8.2 Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One (1) individual who is mutually acceptable to the parties shall be appointed as Mediator. The Mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay their portion of the anticipated shared fees and costs a minimum of Ten (10) Calendar Days in advance of the mediation. Each party shall pay their own attorney (or attorneys) fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Orange County, California, and shall last no more than Two (2) Business Days.

8.3 Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Associate's waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Orange County, California. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply. There shall be

One (1) Arbitrator; an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the Arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement. Notwithstanding the foregoing, nothing in these Pyxism India Policies and Procedures shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

8.4 Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Orange County, State of California or in the United States District Court for the Central District of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in [Section 8.3](#), residents of India shall be entitled to bring an action against Pyxism India in their home forum and pursuant to India law.

8.5 Limitation of Action

If a Pyxism India Associate wishes to bring an action against Pyxism India for any act or omissions relating to or arising from the Agreement, such action must be brought within Ninety (90) Calendar Days from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Pyxism India for such act or omissions. Pyxism India Associates waive all claims that any other statutes of limitations apply.

SECTION 9 : PAYMENT AND SHIPPING

9.1 Returned Cheques

A ₹1,130 (USD \$25) Returned Cheque Fee will be charged to the Account of the Associate whose bank returned their cheque for Non-Sufficient Funds (NSF). After receiving a returned cheque from a Customer or an Associate, all future orders must be paid by cash, credit card, money order, bank draft, or cashier's cheque. Any outstanding balance owed to the Company by a Customer or an Associate for NSF cheques and Returned Cheque Fees will be withheld from subsequent Bonus and Commission payments.

9.2 Taxes

Pyxism India or Associate may be required to charge taxes on all taxable purchases by Associates and Customers, and remit the taxes charged to the respective governmental agency. Accordingly, where applicable, Pyxism India will collect and remit sales taxes on behalf of Associate, based on the suggested retail price of the products, according to applicable tax rates in the governing area where the product is purchased.

SECTION 10 : INACTIVITY, RECLASSIFICATION, AND CANCELLATION

10.1 Effect of Cancellation

So long as an Associate remains active as set forth in [Section 5.1](#) and complies with the terms of the Associate Agreement and these Pyxism India Policies and Procedures, the Company shall pay commissions to such Associate in accordance with the Pyxism India Compensation Plan. An Associate's Bonuses and Commissions constitute the entire consideration for the Associate's efforts in generating sales and all activities related to generating sales (including building a Downline (Marketing) Organization). Following an Associate's non-renewal of his or her Associate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Associate Agreement (all of these methods are collectively referred to as 'cancellation'), the former Associate shall:

10.1.1 Lose all rights as a Pyxism India Associate

10.1.2 Lose the right to sell Pyxism Products and Services

10.1.3 Not hold himself or herself out as a Pyxism India Associate

10.1.4 Have no right, title, claim, or interest to the Downline Organization which he or she operated, or any Commission or Bonus from the sales generated by the Downline Organization

10.1.5 Lose the right to receive future Commissions, Bonuses, or other income resulting from the sales and other activities of the Associate's former Downline Organization

10.1.6 Agree to waive all rights they may have, including but not limited to, property rights, to their former Downline Organization, and to any Bonuses, Commissions, or other remuneration derived from the sales and other activities of their former Downline Organization

10.1.7 Receive Commissions and Bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an Involuntary Cancellation)

10.2 Involuntary Cancellation

An Associate's violation of any of the terms of the Agreement, including any amendments that may be made by Pyxism in its sole and absolute discretion, may result in any of the Sanctions in [Section 8.1](#), including the Involuntary Cancellation (Termination) of his or her Associate Agreement. The Company may not necessarily notify the Associate prior to such Involuntary Cancellation, however, the Company will notify the Associate of their Associate Agreement Cancellation. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered by an express courier to the Associate's last known address, email address, fax number, or to his or her attorney, or when the Associate receives actual notice of cancellation, whichever occurs first. The Company reserves the right to cancel an Associate's Agreement without further notice if such Associate has been issued a Notice of Breach and has failed to remedy the breach within the time period stated in the Notice of Breach. The Company reserves the right to cancel an Associate's Agreement after Six (6) Months of their Agreement Date, if such Associate has not met the provisions in [Section 5.1](#). The Company reserves the right to terminate all Associate Agreements upon Thirty (30) Calendar Days written notice in the event that it elects to: (1) cease business operations (2) dissolve as a corporate entity, or (3) terminate distribution of its Products via direct selling.

10.3 Voluntary Cancellation

An Associate may cancel his or her Associate Agreement at any time, for any reason. Notice of Voluntary Cancellation must be submitted directly by the Associate from his or her email account on record with the Company. The Notice of Voluntary Cancellation must include the Associate's Name on record with the Company, Username, and their Agreement to the provisions in [Section 10.1](#)

10.4 Non-Renewal

An Associate may also voluntarily cancel his or her Associate Agreement by failing to renew the Agreement within Thirty (30) Calendar Days of its anniversary date. The Company may also elect not to renew an Associate's Agreement on or within Thirty (30) Calendar Days of its anniversary date. Associate Agreements not renewed within Thirty (30) Calendar Days of its anniversary date are automatically cancelled for Non-Renewal.