

VIP CUSTOMER TERMS AND CONDITIONS

This Agreement between the Oriflame VIP Customer ("**you**", the "**VIP Customer**") and Oriflame India Pvt. Ltd. ("**Oriflame**", "**us**", "**we**", "**our**"), a company registered under the Companies Act, 1956 with its registered office at M-10, Ground Floor, South Extension, Part - II, New Delhi - 110049 & CIN No. U74899DL1994PTC061083 is entered into in consideration of the mutual promises and commitments contained herein and these Terms & Conditions and any and all documents referred to in them (collectively, the "**Terms**") stipulate the Oriflame rules, principles and rights & obligations for VIP Customers and constitute, when you accept them, a binding agreement between Oriflame and you. We therefore advise you to print or save and retain a copy of these Terms.

We reserve the right to revise, rescind, modify or amend these Terms at any time. Any revision, rescission, modification or amendment to these Terms will become effective from the moment of its publication on our website www.oriflame.co.in or when the same is notified to you on your registered email ID, whichever is earlier. You are responsible for keeping yourself up to date with any such changes.

1. DEFINITIONS

The following definitions are used throughout these Terms:

- a) VIPAF/E-VIPAF** shall mean the VIP Customer Application Form that is required to be signed for becoming a VIP Customer.
- b) Catalogue Period** : the period indicated on the cover of each Catalogue during which the offers from a given Oriflame Catalogue are valid;
- c) Code of Ethics and Rules of Conduct** : the set of binding rules;
- d) Oriflame Catalogue, Catalogue** : a paper or electronic brochure issued periodically by Oriflame that includes Oriflame Product offers and their retail prices;
- e) Oriflame Group** : Oriflame, its ultimate holding company, and any entity that is controlled directly or indirectly by that ultimate holding company;
- f) Oriflame Products, Products** : cosmetics and the related accessories as well as dietary supplements offered for sale under the Oriflame Trademarks; the Catalogue describes the Products' main characteristics;
- g) Oriflame Trademarks** : the name Oriflame, the Oriflame logo and the names of the products or the product ranges produced, marketed, sold or distributed by us;
- h) Personal Data** : the details provided by you upon your registration as a VIP Customer with Oriflame as well as any additional information about you that you may provide us with from time to time as more particularly described in the Privacy Policy.
- i) Prices** : the prices of the Oriflame Products set by Oriflame and displayed on the pricelists valid at the time of placing of the purchase order;
- j) Territory** : shall mean India.

2. REGISTRATION

- 2.1. You will be registered as an Oriflame VIP Customer after we have accepted your application and have granted you a unique VIP Customer number.
- 2.2. An applicant must be atleast 18 years of age to be a VIP Customer.
- 2.3. Both you and Oriflame may at any time terminate your membership as stipulated further in the Terms.

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2.4. Your registration as a VIP Customer will expire after 12 months from the calendar month in which your last BP order was placed. Further, all new registrations will be immediately terminated if a BP order is not placed by the end of 2 calendar months after the calendar month in which you have registered with Oriflame. For the avoidance of doubt and as an example, your registration with Oriflame will be terminated if you register on July 01, 2020 and do not place a BP order in July, 2020 or August, 2020 or September, 2020. However, it is clarified that in such case prospectus can re-apply for registration with the Company.

2.5. Upon your registration:

2.5.1 You will be entitled to buy Oriflame Products in accordance with these Terms;

2.5.2 You will be obliged to adhere strictly to the rules of these Terms including the rules of any documents referred to in them.

3. ORIFLAME POLICIES

3.1 You agree to have read and understood and shall abide by the **Code of Ethics and Rules of Conduct (as applicable)**, the **Privacy Policy**, **Negation Policy (as applicable)** and **Guarantee of Excellence Claims Policy** that apply to VIP Customers as provided on www.oriflame.co.in.

3.2 VIP Customers must adhere to the **Online Policy & Social Media Dialogue - 10 Golden Rules**.

4. A. PLACING AN ORDER

4.1. You may place orders from the Catalogue by selecting the Products you wish to buy. Placing of the order is considered to be an offer made by you to us to buy the selected Products.

4.2. An order is considered to be placed when the following steps have been completed:

4.2.1 if ordering by telephone, you have told our Customer Experience Center employee which Products you wish to purchase who has selected them for you; or

4.2.2 if ordering online, you have selected the Products you wish to purchase by using the option "add to shopping cart"; you may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart;

4.2.3 you have provided the Personal Data necessary to allow delivery and have accepted that we can use this data for the purposes set out in our Privacy Policy; and

4.2.4 you have selected your preferred method of delivery and payment.

4.3. Once your online order is placed, it cannot be changed via the website; you will need to contact the Customer Experience Center at 011-40409000 or 011-66259000

4.4. When we have accepted your order, an order confirmation will be sent to you by e-mail at which point the purchase contract will come into existence. We may refuse to accept your order without stating a reason for rejection. We will refund in full any payment you have already made.

4.5. In addition to the order confirmation you will receive details of your Products shipped to you and all other necessary information.

4.6. If you order online, please note the following:

4.6.1 the concluded contract will not be filed or accessible: the parts of the contract will be your order and the Terms on the site (which may be saved or printed) or as may be communicated by us using other means of communication;

4.6.2 the contract may only be concluded in English and not in any other languages;

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4.6.3 Oriflame subscribes to the codes of conduct set out in clause 8 of the Terms.

4.7. Orders completed and paid for cannot be cancelled by you, except as described in clause 5.

4.8. Orders can be placed at any time during the day save for certain limited unavailability at Catalogue Period closing when we update the Catalogue.

4.9. Not all Products will be available at all times. If a Product is out of stock at the time you place your order, we will use reasonable endeavours to inform you before your order is finalized so that you can change or abandon the order.

4.10. The Catalogue may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Oriflame will not be responsible for such unavailability and will reject any claims thereof by Customers or by other visitors.

4.11. For details on how to place order, make payment, delivery and related information please visit the Customer Experience section on our website www.Oriflame.co.in.

B. PRICES AND PAYMENT

4.12. Except where noted otherwise, the Prices of the Products displayed in the Catalogue represent the full retail price for the Products at the moment the order is placed. All Prices are shown in local currency and are inclusive of all applicable taxes.

4.13. We reserve the right to change the Prices at any time and in our sole discretion, but any change to the Prices of Products you select before placing your order will not form part of the contract between us unless you and we expressly agree that it will.

4.14. The Prices do not include the costs of transport, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery method chosen by you.

4.15. The Prices may be discounted by us from time to time. You can always address any inquiries about Price calculations to Customer Experience Center at contactcenter.india@oriflame.com

4.16. Payments can be made by credit card, by bank transfer or by other means specified in this Policy or the modes provided under the Payment section under Customer Support available at the website www.oriflame.co.in. Most of major payment cards are accepted.

4.17. For the purposes of payment collection, we cooperate with various third-party service providers. You may expect to receive invoices and communication about the payment from this external service provider. As a rule, all guarantee credit and personal credit orders must be paid within 21 days according to the instructions noted therein or such number of days as may be prescribed from time to time. Late payments interest of 24% may be by Oriflame as the reasonable costs of recovering the debts.

4.18. For further information about payment methods including any possible credit terms please contact Customer Experience Center at 011-40409000 or 011-66259000

4.19. For the safety of online payments made with a card, all payment information is encrypted. As Oriflame works with authorized payment service providers, credit card information is handled properly and in accordance with applicable laws.

4.20. For information related to payment mode and methods please visit the Customer Experience section on our website www.Oriflame.co.in.

C. DELIVERY AND TRANSFER OF RISK

4.21. The ordered Products can only be delivered within the Territory.

4.22. The place of delivery of the Products will be as provided by you at the time of placing the order or as updated in Oriflame records from time to time.

4.23. We will process and deliver your order as quickly as possible but no later than timelines provided for each region under the Ordering Section in Customer Experience section on Oriflame website after the order has been confirmed by us. We shall not be

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liable for delays in delivery caused by circumstances beyond our control.

4.24. The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.

4.25. Oriflame will not be responsible for non-delivery, wrong or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data.

4.26. We reserve the right to reject an order placed by you at any time if we reasonably suspect that you are in breach of any of the Terms.

D. CONFORMITY OF OUR PRODUCTS

4.27. We warrant that the Oriflame Products are manufactured in accordance with the best standards for good manufacturing practices and the Oriflame code of practice.

5. RIGHT TO CANCEL ORDERS

5.1 Upon receipt of the delivery, you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, must notify Customer Experience Center immediately by submitting a claim and describing the damage/defect under the Guarantee of Excellence Claim Policy available on our website www.oriflame.co.in after you login.

Rights of return and refund

5.2 You may cancel an order for Product(s) without giving any reason within 30 days from the date of invoice in the following manner. This means that within a period of 30 days from date of invoice and in the manner provided in the Guarantee of Excellence Claims Policy and subject to the Negation Policy, if you for any reason decide, you do not want to keep a Product, you can notify us of your decision to cancel the order and receive a refund.

5.3 You may cancel an order at any time even after you have received the order confirmation by e-mail or after your order has been verbally accepted by Customer Experience Center but no later than 30 days from the date of invoice or the last of the Products if you ordered more than one.

5.4 To cancel an order, please contact Customer Experience Center by telephone on 011-40409000 or 011-66259000 or e-mail us at contactcenter.india@oriflame.com or raise your complaint online. You just need to exercise your right to cancel before the cancellation period has expired. Therefore, if you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail. If you call to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

5.5 You will receive a full refund of the Price you paid for the Products (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products. We will process the refund due to you as soon as possible and, in any case, within (a) 45 working days after the day we receive back from you any Products supplied, (b) if no Products were supplied, 30 working (business) days after the day on which you gave us notice of cancellation.

5.6 If you have returned the Products to us because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us (please refer to Guarantee of Excellence Claims Policy on Oriflame website for process).

5.7 Subject to clause 5.2, we refund you in your account with Oriflame or your bank account, at your option and in any event, you will not incur any fees as a result of the refund.

5.8 If the Products were delivered to you:

5.8.1 you must return the Products to us without undue delay and in any event not later than 14 days after the day on which you cancel the order/contract. The deadline is met if you send back the Products before the period of 14 days has expired;

5.8.2 unless the Products are faulty, you will be responsible for the direct cost of returning the Products to us; and

5.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

5.9 We further guarantee the quality of any Product which carries the Oriflame name and certify that they are manufactured by, or for us meet the highest standards of quality. We are confident that our Customers will find our Products satisfactory in every way. We therefore offer a further Oriflame guarantee that allows you to exchange, or get a full refund for any Product you are not completely satisfied with. The refund shall be claimed within 30 days from your receipt of the Product as detailed in Guarantee of Excellence Claims Policy. This guarantee does not apply to any Product intentionally damaged or misused. Returns and refunds under this clause shall be made in accordance with the terms of the preceding paragraphs of this clause 5.

6. ORIFLAME OBLIGATIONS

6.1 We will deliver any Products ordered by you subject to availability.

6.2 We expressly exclude any liability related to Product shortage or Products being out-of-stock.

6.3 You will receive, directly by us or by another Oriflame entity or third party provider.

7. TERMINATION

7.1 We may terminate your membership with immediate effect by notice in any of the following circumstances:

7.1.1. if you make any statement or provide any Personal Data that is materially inaccurate or untrue;

7.1.2. if a petition for your bankruptcy is presented to any court or if you are unable to pay your debts to us as and when they fall due;

7.1.3. if you commit a breach of any of the provisions of the Terms that is not capable of remedy or in case of a breach of any of the provisions of the Code of Ethics and the Rules of Conduct; or

7.1.4. if you commit a breach of any of the provisions of the Terms, including the documents referenced to herein and fail to explain to our satisfaction or in case of breach capable of remedy, to remedy that breach within 15 days from the date of notice.

7.2. Your registration as VIP Customer will expire if you have not placed an order for a consecutive period of 12 months from the date of last BP order placed.

8. CODE OF CONDUCT

Oriflame strictly adheres to the Code of Conduct of IDSA and the World Federation of Direct Selling Associations (WFDSA) (<http://www.wfdsa.org/files/world-codes/code-book.pdf>). Oriflame requires its VIP Customers to strictly adhere to these codes as further implemented in the Oriflame Code of Ethics and Rules of Conduct (as applicable).

9. ERRORS AND CORRECTIONS

While we use reasonable efforts to include accurate and current information on this website, we do not warrant or represent that the website will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/ or changes to the site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact Customer Experience Center.

10. LINKS

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We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the internet including other websites to which this site may be linked for or that can be accessed by this site. Please inform us of any errors or inappropriate material found on websites to which this site is linked.

11. GENERAL PROVISIONS

11.1 These Terms are governed by the laws of the Territory and any disputes arising out of, or in connection with the Terms shall be submitted to binding arbitration and shall be referred to sole arbitrator appointed in accordance with the applicable law. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all parties. The Court of New Delhi shall have jurisdiction in relation to this Arbitration and any award arising therefrom.

11.2 If any provision of the Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of the Terms.

11.3 The failure of Oriflame to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.

11.4 Unless you opt otherwise we may send you alerts, notifications, e-mail, direct mail and generally communicate with you. You can update your preferences for marketing communications from us at any time by logging into your user settings. By accepting these Terms you agree that Oriflame will send you any other information/ communications regarding your contract and/ or your purchase orders on durable medium other than paper (i.e. via e-mail or any other means addressed personally to you that allow you to store the information in a way accessible for future reference for a long enough period and that also allows you the unchanged reproduction of such information).

11.5 The notice period for any notice given under these Terms shall start on the date of the notice. If notice is given by any other means, the notice period shall start from the date of the notice. This does not apply to informing us of returns under Guarantee of Excellence Claims Policy and otherwise stated in the Terms, the time period for returns runs from the date you inform us that you wish to return the Product.

12. PRIVACY POLICY

12.1 When you register as a VIP Customer, you expressly agree that Oriflame, the Oriflame Group and its authorised third parties (i.e. brand partners, third party suppliers and third party service providers) may store, use and process (including through automatic means) your Personal Data. We do so to comply with our obligations to you under these Terms as well.

12.2 We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable data protection and consumer legislation from time to time in place.

12.3 We confirm that any Personal Data which you provide to us and any information from which we can identify you ("**User Information**"), is held and used in accordance with our Privacy Policy and for purposes herein described, especially the following:

12.3.1 for processing your orders;

12.3.2 for statistical or survey purposes to improve our sites, on-line tools and our services to you;

12.3.3 for serving website content and advertisements to you;

12.3.4 for administering of our sites;

12.3.5 for communicating with you including sending you any marketing material you have not opted out of receiving.

12.4 When we provide your Personal Data to authorised third parties we will provide only such Personal Data that is needed by them to perform their services under clause 12.1. All authorised third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.

12.5 You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and /or User Information, we are entitled to do so.

12.6 You are entitled to inspect your Personal Data at any time. You can update your Personal Data by contacting Customer Experience Center.

12.7 If you have been registered as an Oriflame VIP Customer before, when you register on this site you also accept that some of your Personal Data may be transferred from the Oriflame entity you have been originally registered with to Oriflame India Private Limited. We may transfer any Personal Data provided by you, such as, without limitation: your VIP Customer number, name, address, telephone number, e-mail address as well as information about whether you wish to receive marketing material from us.

12.8 Upon registering as an Oriflame VIP Customer you acknowledge and accept that we may send you information about offers and promotions, unless you opt out. Oriflame may analyse your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history. By accepting these Terms you give your explicit consent to such analysis.

12.9 Further rights and obligations are contained in the Oriflame Privacy Policy.

13. INDEMNITY

In the event the VIP Customer breaches or violates any of the provision of any applicable law or policies / procedures applicable to the VIP Customer including but not limited to consumer protection laws, the VIP Customer agrees to indemnify Oriflame for all costs including expenses, penalties, third party claims, that may accrue to Oriflame on account of any such violation/ breach by the VIP Customer.

14. COMPLAINT HANDLING/ CONTACT US

The Company has robust system for handling any complaints for which the Company has constituted a Grievance Redressal Committee. All complaints related to Products may be directed to the Oriflame Customer Experience Center at contactcenter.india@oriflame.com or on our helpline 011-40409000 or 01166259000 or raised online on the claims portal as per the Guarantee of Excellence Claims Policy; for complaints related to the Code of Ethics please contact your Area Manager or Senior Area Manager. It is clarified that Oriflame has a redressal mechanism for handling complaints related to breach of the Terms, Rules and Code, handled by COE Committee headed by designated officers of the Company. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

POLICIES - VIP CUSTOMERS

Code of Ethics and Rules of Conduct - VIP Customers

It is important that you read the Oriflame Code of Ethics (the "**Code**") and the Rules of Conduct (the "**Rules**") below, as they form an integral part of the terms of the VIP Customer Application Form ("**VIPAF/e-VIPAF**") as well as the. An Oriflame VIP Customer must comply with the Code and Rules and any amendments to them that have been published in the newsletter or otherwise communicated to the Oriflame VIP Customer.

Oriflame reserves the right to terminate at any time, and with immediate effect, the registration of any Oriflame VIP Customer who has provided false information on the VIP Customer application form or who is violating the Code or the Rules. Terminated Oriflame VIP Customers lose all rights and privileges that accompany the registration. The Code and the Rules are there for your protection, to ensure that all fellow Oriflame VIP Customers maintain the same high standards. In line with Oriflame ethical standards, the Oriflame VIP Customers are expected to, and shall comply with any and all legal requirements of the country where they register with Oriflame even if certain obligations are not restated in the Code or the Rules.

THE ORIFLAME RULES OF CONDUCT & CODE OF ETHICS

1. DEFINITIONS

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A. "**Oriflame Brand Partner**" shall for the purpose of this document include any Oriflame Brand Partner irrespective of title and level (including Group Managers, Directors and above).

B. "**Personal Online Beauty Store**" shall refer to a website designed, issued and hosted by Oriflame for the benefit of an Oriflame VIP Customers in selected markets.

C. "**Oriflame**" in this document refers to the local Oriflame entity with which you entered into the e- VIP Customer Application Form (e-VIPAF), unless otherwise stated.

D. "**Line of Sponsorship**" shall include the Oriflame Brand Partner, his/her Sponsor, and so forth, with the line ending with Oriflame.

E. "**Sponsor**" shall mean the person introducing a new person (including a VIP Customer) to Oriflame ecosystem.

2. REGISTRATION

2.1. An individual may only have one Oriflame registration as a VIP Customer or as a brand partner.

2.2. Oriflame reserves the right to refuse any application or re-application.

2.3. An applicant must be of the age of legal capacity to be an Oriflame VIP Customer.

2.4. Registration may only be granted to individuals. Spouses wishing to become VIP Customers should be sponsored together under one membership. If a spouse is already a Brand Partner or a VIP Customer, the other must join under the same membership or registration as applicable.

2.5. Former Oriflame VIP Customers (or spouses of former Oriflame VIP Customers) may apply for new membership under the following conditions:

a) Immediately, in case of auto termination due to failure to place BP order by the end of 2 calendar months after the calendar month in which a VIP Customer registers with Oriflame. For the avoidance of doubt and as an example, a VIP Customer's registration with Oriflame will be terminated if he/ she registers on July 01, 2020 and does not place a BP order in July, 2020 or August, 2020 or September, 2020.

b) The new application must specify that it is being made under this rule. A former Oriflame VIP Customer may apply immediately for becoming a VIP Customer again, without specifying that he/she was a former Oriflame VIP Customer, if he/she has at least 12 months of inactivity following a termination of membership.

A former Oriflame VIP Customer may apply immediately for becoming a VIP Customer again, without specifying that he/she was a former Oriflame VIP Customer, if he/she has at least 12 months of inactivity following a termination of membership

2.6. Oriflame has the right to terminate an Oriflame VIP Customer for any breach of the Code of Ethics and/or Rules of Conduct.

2.7. Oriflame reserves the right to suspend an Oriflame VIP Customer's registration for up to 12 months with immediate effect, pending investigation of violation of the Rules.

3. MAINTAINING LINES OF SPONSORSHIP

3.1. Oriflame VIP Customers are only allowed to re-register under a different line of sponsorship if they resign from their registration and apply for new registration under clause 2.5.

3.2. The transfer of your registration as a VIP Customer from one Sponsor to another is only possible in special cases and at the sole discretion of Oriflame.

3.3. Transfer of a Group, Personal Group or part thereof is not allowed.

3.4. Oriflame VIP Customers cannot transfer their membership or registration.

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3.5. In case of an Oriflame VIP Customer's death, their membership/ registration will be terminated within three months after the day of the death. A VIP Customer will be permitted to register as a VIP Customer under their immediate Family member like son, daughter, mother, father, brother, sister and inlaws if such family member is an existing brand partner of Oriflame.

4. RESPONSIBILITIES OF A VIP CUSTOMER

4.1. Oriflame VIP Customers shall comply with all laws, regulations and codes of practice. The Oriflame VIP Customers shall not engage in any activity which may bring either them or Oriflame into disrepute.

4.2. An Oriflame VIP Customer may not be involved in interviews regarding, or referring to Oriflame with any media, whether by television, internet, radio, magazines etc. nor utilise any advertising media (including viral advertising as SMS, internet etc) for the purposes of referring to her arrangement with Oriflame without Oriflame's prior written consent.

4.3. The Oriflame VIP Customers shall not be involved in social media dialogues which misrepresent or give incorrect or misleading information about Oriflame, its products or services, or may generally lead to loss of reputation by Oriflame, please see below the Social Media Dialogue - 10 Golden Rules.

4.4. The VIP Customer is not authorized to incur any debt or other obligation or commitment on behalf of Oriflame.

5. OTHER RULES AND POLICIES

5.1. An Oriflame VIP Customer is independent of Oriflame.

5.2. Promotional materials, Personal Online Beauty Store and any social media applications provided by Oriflame can be used as specified without further approval. It is understood that the Oriflame VIP Customers cannot register or host a website or homepage with the domain name including the word "Oriflame".

The Oriflame VIP Customers can drive traffic to official Oriflame websites, blogs walls and the like. Oriflame reserves the right to pre-approve the material that will be published. The policy for online presence of Oriflame VIP Customers is further described in the VIP Customers Online Policy below (Appendix 1).

5.3. Oriflame trademarks, logos and name are the property of Oriflame Cosmetics A.G. and may not be used by the Oriflame VIP Customers, neither in printed materials nor published on the Internet, without prior written consent from Oriflame. If such consent is obtained, trademarks and logos must be used exactly as stated in the Oriflame guidelines.

5.4. No Oriflame VIP Customer may produce or procure from any source other than Oriflame any item upon which the trademarks or logos are printed or displayed, unless approved by Oriflame in writing. VIP Customer agrees that it has purchased any Oriflame products for personal use and consumption only and shall not sell them further to any third party.

5.5. All Oriflame printed material, videos, photographs, design are protected by copyright and may not be reproduced in whole or in part by anyone, neither in printed materials nor published on the Internet, without prior written approval from Oriflame. When copyrighted material is legitimately used it is mandatory that reference to the Oriflame copyright is made in a visible and unambiguous way.

5.6. No Oriflame VIP Customer shall sell to, sell in, demonstrate, or display Oriflame products in any retail outlet, web shop, and auction platform such as Ebay or the like. No Oriflame literature may be sold or displayed in such retail outlets. Establishments which technically are not retail outlets, such as beauty parlors, may be used as venues to display, but not sell the products.

5.7. The contents of the Oriflame websites such as text, graphics, photographs, designs and programming are also copyright protected and cannot be utilized for any commercial use without prior written approval from Oriflame.

5.8. Under no circumstances is any person authorised to repackage or in any way alter the packaging or labelling of the products. Oriflame products are to be sold in their original packaging only.

5.9. The Oriflame products do not cause damage or injury if they are used for their intended purpose and in accordance with instructions provided. Oriflame carries product liability insurance on its products. The insurance covers injury or damage where a faulty product is involved but does not cover careless or negligent application or improper use of a product.

5.10. Oriflame has the right to change its prices and range without prior notice. Oriflame will not give any compensation for any losses suffered due to price changes, range changes or products being out of stock.

6. COMPLAINT HANDLING PROCEDURE

6.1. Any complaint based on breaches of the Code of Ethics and Rules of Conduct shall be addressed to the local Oriflame sales organisation and/or the Managing Director of the Oriflame company operating in the country in question. The complaint handling body in each Oriflame market is lead by the Managing Director (Oriflame Code Administrator) of the local Oriflame company.

Appendix 1

VIP Customers Online Policy

1. BACKGROUND

1.1. This policy serves to clarify how Oriflame VIP Customers can shape their presence on the Internet without interfering with Oriflame's brand building activities or breaching copyright related laws, rules and agreements.

2. GENERAL

2.1. Oriflame offers its VIP Customers the possibility to set up VIP Customer Personal Beauty Store (PBS) as an end-customer to write reviews (as permitted by Oriflame) as well as various other centrally provided tools to sell and promote the Oriflame products and business opportunity on the Internet.

2.2. These applications are today the only approved digital tools where the VIP Customers can offer products for sale as well as displaying images and logotypes for which Oriflame is the rights owner.

2.3. VIP Customers are also allowed to host websites on which they communicate around Oriflame, its products and opportunity as long as it is clearly stated that these are not official Oriflame sites. At all times it must be transparent who is behind the site and relevant contact details must be visible.

2.4. The VIP Customer should communicate in her own words and may only quote Oriflame texts by clearly referring to the source.

2.5. A VIP Customer may not build e-commerce sites on which Oriflame products are sold or otherwise conduct e-commerce outside of the approved Oriflame applications.

2.6. The VIP Customer should abide by the Digital Guidelines Handbook at all times for conducting business. The Digital Guidelines Handbook shall be used as a guideline by VIP Customer for growing their Oriflame business online. Failure to comply with the same shall have such consequences as provided in the said guideline's handbook and the VIP Customer Agreement.

3. DOMAIN NAME

3.1. VIP Customers may not register domain names containing the word "oriflame". The VIP Customer shall not register a social media page/group with name and picture that can mislead the consumer to believe that the page is an official Oriflame page/group:

- A social media (e.g. Facebook, Instagram) page/group name and picture shall clearly state that it is operated by an individual, e.g. "Anna's Oriflame Team" with Anna's own image.

- A social media page, group name shall not be named e.g. "Oriflame India" with an official Oriflame image e.g. Oriflame logo, Oriflame images.

4. DISCLAIMER

VIP Customers that host websites of their own and mention that they are part of Oriflame must make sure to clearly publish information that they are independent of Oriflame

This information must be published clearly on the start page as well as under a disclaimer that is visible on all pages of the website. Name and contact information should be available on the website or in the account information for a social media page.

If a VIP Customer has a private website without Oriflame affiliation this policy is of course void.

5. CONTENT & REFERENCES TO ORIFLAM

5.1. No content is to be copied from the official Oriflame website and published under the VIP Customer's own name. If a VIP Customer links official Oriflame content to his/her own site from an Oriflame-owned domain, this must be clearly stated.

6. IMAGES

6.1. A VIP Customer may not take still or moving image material from an official Oriflame site and publish on his or her own site. All image material is copyright protected, and Oriflame has acquired the rights to use it. These rights are not extended to VIP Customers.

-Moving images; videos etc: May be used through sharing function if and when available. The sharing function provides automatic reference to the source site.

-Images of models or persons: May be used through sharing function if and when available. The sharing function provides automatic reference to the source site.

-Images of Oriflame products: May be used with our without sharing function as long as the source site is mentioned in a visible and unambiguous way (for example: "source: www.oriflame.com 2012").

Any claims from a 3rd party that may be addressed to Oriflame will be transferred to the VIP Customer.

7. THE ORIFLAME LOGO

7.1. The Oriflame logo may be used in the formats that can be found on official Oriflame websites. The logo may not be altered or animated and can only be used as page header or footer, as well as in email signatures in its original format.

8. SOCIAL MEDIA SHARING

8.1. Oriflame encourages presence on blogs, social networking sites and similar. VIP Customers are encouraged to blog and leave comments about Oriflame products where they deem it appropriate but must adhere to the Code of Ethics' above. To as large an extent as possible we recommend that the VIP Customer uses the sharing functions provided by Oriflame in order to secure correct display and source information.

For more practical information and examples on how to follow the VIP Customer Online Policy please have a look at the Digital Handbook.

VIP Customer Claims Policy

Guarantee of Excellence by Oriflame

Oriflame specialises in high-quality beauty products and offers the best of science combined with the best of nature. Guarantee of excellence is the belief in our quality that we offer a 100% satisfaction guarantee to you. If you aren't happy with our products you may return it within 30 days from the date of invoice or otherwise as expressly mentioned below, for a full refund or exchange subject to physical receipt of the product at the nearest branch**.

Objective

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Guarantee of excellence provided under this Policy (hereinafter referred to as the "Claims Policy"), aims to keep every VIP Customer/ customer/ consumer satisfied by ensuring fastest and timely resolution of all kinds of complaints associated with the products you purchase against a valid invoice issued by the Company.

Claims Policy

In case you are not satisfied with the product and wish to return the same, the Claims Policy provides an "easy to register" platform wherein a unique Claim No. is allotted to each claim registered. This Claim No. can be used by the claimant to track the status of his/her complaint(s) either online or through customer support contact number provided by Oriflame and hence making the same faster and more convenient. It means you can register your claims online under the online Claims Policy by clicking on Claims/ Returns by visiting the ordering section after you login on our website www.oriflame.co.in. Under the online Claims Policy, you can register complaints for yourself and your personal group only for the following types of issues with the products:

1. RETURN, EXCHANGE AND MISSING OF PRODUCT(S)

a. Claims under this category can be registered for following types of issues:

(i) In case you experience an adverse reaction** from usage of the product; or

(ii) The product received is damaged or possesses a defect caused due to any of the following reasons because of which the usage of the product becomes impractical:

1. Color/ Smell/ Taste issues
2. Consistency/Surface/Shape issues
3. Contamination - Foreign particles inside the product
4. Content missing
5. Fabric or sewing defect
6. Expired product (which is due to expire when purchased, as mentioned below)
7. Functional defect (Product not working)
8. Label defects
9. Leaking due to open/bad seal or cap
10. Unit box damaged/soiled
11. Part of product missing
12. Product Damaged/broken/soiled
13. Product code or shade - wrong/missing/unreadable; or

(iii) You wish to report for a product which is missing but charged in the invoice or a wrong product has been delivered instead of the one invoiced.

b. By registering the claim under any of the above categories, the customer shall have the option to choose one of the following:-

- (i) Replacement of the product with the same or any other Oriflame product; or
- (ii) Refund of purchase price

In case of replacement, the purchase price of the product exchanged for, shall be adjusted to the prepaid account of the customer or paid otherwise via available payment mode.

(*By registering under the Guarantee of Excellence, Claims Policy you agree to be bound by the terms and conditions mentioned herein below):

****In case of adverse reaction, the claimant should take note of the following for registering a claim:**

(i) The product should be returned to the nearest Oriflame branch office or Customer Experience centre immediately in "as is" state.

(ii) Claims under category of adverse reaction and under those registered under sub category 1 of 1(a)(ii), will be admitted subject to the condition that not more than 1/3rd of the product should have been used.

(iii) Adverse reaction caused due to mishandling or not using the products in a manner prescribed, shall not be eligible for claim under this policy and will be rejected by Oriflame.

c. Products registered under sub-category 6 of 1(a)(ii), will not be admitted under the Claims policy, unless the expiry period is less than 6 months from the date of the invoice.

d. All orders collected from immediate service must be physically checked to ensure there is no missing product/wrong/damaged product delivered and/or in case of any discrepancy, the same should be reported immediately to the Customer Experience Center before leaving the Oriflame Premises. However, for the ease of our customers, we have provided a period of 24Hrs from the invoice date, to register any claim under the Claims Policy, only in respect of products that are picked from Oriflame branch office / Customer Experience Centre (ie. immediate service). Oriflame will not offer any replacements of products/ refunds in case the products were collected from immediate service & claims were reported after 24hrs from date of pick up as per Oriflame records. Hence online registration for such claims pertaining to missing product/ wrong product/ damaged product and discrepancy that is apparent on physical examination of the product(s) picked from immediate service from Oriflame will not be entertained beyond 24 Hrs.

e. In case of a claim pertaining to missing product or any part thereof, the invoice copy for the same should be attached online while registering the claim, followed by submission of photocopy of the same at the nearest branch.

f. In case of difference in the invoice and the products received, the product delivered should be sent along with the invoice copy to the respective branch / Customer Experience centre immediately on registration of the claim.

g. Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant.

2. REPORT A DELIVERY ISSUE

a) Claims under this category can be registered for following types of issues:

(i) In case you have not received order as per the lead time communicated to you; or

(ii) On receipt of a completely damaged parcel (ie. in a condition that the product(s) cannot be put to such use, as it is intended for)

b) In case you have received a completely damaged parcel, claims will be entertained only on receipt of a proof of damage (picture preferred) & a written note mentioned on the courier proof of delivery copy. The claimant should immediately send a damaged parcel in "as is condition" to the Oriflame branch or Customer Experience centre for further action. Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant.

c) By registering the claim under any of the above categories, the customer shall have the option to choose from one of the following recourse:-

(i) In case of delayed delivery of parcel/product ie. delivery beyond a period of 20 days from due date of lead time communicated by Oriflame:

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Replacement of the product(s) with the same product(s); or
Refund of purchase price

(ii) In case of damaged parcel or product; the customer shall be offered a replacement of the product only.

d) Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant.

3. REFUND

a) Claims under this category can be registered if you do not want the product any longer for reasons other than as mentioned above.

b) By registering the claim under this category, the customer shall have the option to take refund of the sum paid for purchase of the products provided such Product(s) do not fall under any of the following categories:

i. If it is a used product(s)

ii. If the product(s) is not marketable

iii. Expired product(s)

iv. Seasonal product(s)

v. Discontinued product(s)

vi. Special promotion product(s)

c) Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant and subject to other conditions stipulated below.

Please note that the following general terms shall also apply in addition to above for any claim registered by you:

1. The Claims Policy will come into force on the date of its publication on Oriflame's website.

2. The claim should be registered within 30 days from the date of invoice except in cases where there is adverse reaction as provided in clause 1(a) (i) where the consumer shall be allowed to raise claim beyond a period of 30 days from the date of purchase when such adverse reaction occurs from the usage of the products.

3. Once you have registered your claim, a unique claim ID will be generated for future reference. A confirmation of acceptance or rejection of claim will then be sent to you within 7 working days of physical receipt of products and other documents from you after the registration is done. However, in any event the physical receipt of products should not exceed 30 days from date of invoice or otherwise as mentioned above, failing which Oriflame shall have the right to reject the claim.

4. The product/s must be returned immediately after registering the claim, to the respective Oriflame branch or Customer Experience centre, to enable Oriflame to process the same within timelines promised in the Claims Policy. For the removal of doubt it is clarified that, Oriflame will take action on any claim registered online, only on physical receipt of products at the respective Oriflame branch office or Customer Experience centre along with the necessary documents.

5. Subject to the exemption provided under category 1 (a), all product(s) under this policy shall be returned unused in "as is" condition to nearest Oriflame branch & Customer Experience centre.

6. Oriflame reserves the right to accept/reject any claim/s registered, in case the physical product(s) received does not meet the description of the product(s) in the claim registered or the same is received after the expiry of given timelines.

7. Consumers receiving their products through Service Point Oriflame ("SPO") can also register their claims through the respective SPO.

8. Intentional/ deliberate tampering of products will not be entertained as a part of the Claims Policy.
9. Flyer Products & Products Issued at Deep Discount: Most Products offered in the flyer are issued at a deep discount and have a maximum expiry of 2-6 months. Claims for these products cannot be registered under this policy, other than for reason accountable to courier issues/ SPO damages/ manufacturing defects (rendering it unusable for the purpose intended).
10. Oriflame reserves the right to accept / reject claims on the basis of its investigation & findings which will be communicated to the customers within 7 days from the date of physical receipt of products by Oriflame.
11. In any event, Oriflame shall be responsible to provide replacement/refund only upto the value of the product in question and the same shall not include any transportation/freight cost of the products sent to Oriflame under the Claims Policy if you choose a type of delivery other than the least expensive type of standard delivery offered by Oriflame.
12. In case of any dispute, the Courts at New Delhi alone will have exclusive jurisdiction.
13. The detailed process for registration of claims is given on the website.

VIP CUSTOMER FORM POLICY

1. This policy governs all issues and aspects pertaining to Online Registration Form filled by a VIP Customer and shall be called VIP Customer Form Policy.
2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
 - a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
 - b. "Company" means Oriflame India Pvt. Ltd., the company duly incorporated under the Companies Act, 1956.
 - c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
 - d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
 - (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
 - (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
 - e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
 - f. "VIP Customer" means a person who registers as a VIP Customer by filling Online Registration Form of Oriflame India Pvt. Ltd., with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:
 - (iv) Immediate discount;
 - (v) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other benefits provided under the Success Plan.

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g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

j. "VIP Customer Form" refers to the Online Registration Form of Oriflame India Pvt. Ltd. filled by a VIP Customer which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.

k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.

l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.

3. That Oriflame India Private Limited is a company dedicated towards making its operations and networks seamless efficient and effective. In that context, Oriflame India Private Limited has decided to implement VIP Customer Application Form in the electronic format hereinafter known as E-VIP Customer Application Form or VIP Customer Form.

4. That all issues, disputes and aspects pertaining to VIP Customer Form shall be governed under the terms of the present policy.

5. That it is hereby clarified that VIP Customer Form is an electronic record within the meaning of Section 2(1)(t) of the Information Technology Act, 2000 as it contains data, record or data generated, image stored, received or sent in the electronic form.

6. That it is clarified that VIP Customer Form is also data in the electronic form with the meaning of Section 2(1)(o) of the Information Technology Act, 2000. This is so because VIP Customer Form is a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form including computer printouts or stored internally in the memory of the computer.

7. That it is hereby clarified that VIP Customer Form of Oriflame India Private Limited also constitutes information within the meaning of Section 2(1)(v) of the Information Technology Act, 2000 as it contains data, message, text, images in the electronic form which has been generated, sent, received or stored in media, magnetic, optical, computer memory, microfilm, computer generated microfiche or similar device.

8. That it is hereby clarified that VIP Customer Form is electronic record which contains information of matter, which is rendered or made available in the electronic form as well as which is accessible so as to be usable for a subsequent reference. This VIP Customer Form has complete legality by virtue of Section 4 of the Information Technology Act, 2000.

9. That the present VIP Customer Form is an electronic contract which is entered into between Oriflame India Private Limited and the VIP Customer. The present contract is a contract within the meaning of Section 10 of the Indian Contract Act as it has been made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void.

10. That it is hereby declared that VIP Customer Form is a valid contract within the eyes of law. This is also so by virtue of Section 10A of the Information Technology Act, 2000. This is so because, in the contract formation of the VIP Customer Form, the communication of proposal, and the acceptance of proposal are expressed in the electronic form as well by means of electronic record. Further by

virtue of the operation of Section 10A of the Information Technology Act, 2000, such VIP Customer Form shall not be deemed to be an unenforceable solely on the ground that the electronic form or means was used for that purpose.

11. That it is hereby notified that the present VIP Customer Form Policy pertaining to VIP Customer. VIP Customer Form is fully governed by the provisions of the Information Technology Act, 2000. Under Section 81 of the Information Technology Act, 2000, the provisions of the Information Technology Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force. As such, since under Section 81 of the Information Technology Act, 2000, the Information Technology Act, 2000 has been given overriding effect, the present VIP Customer Form is a legal and valid electronic record and contract.

12. That it is hereby clarified that in the event of any dispute between Oriflame India Private Limited and any VIP Customer in respect of any matter pertaining to the entering into negotiation and execution of the VIP Customer Form as also performance of various obligation of the VIP Customer under the various provisions of VIP Customer Form, the same shall be subject to the exclusive jurisdiction of the courts of the National Capital Territory of Delhi. The VIP Customer hereby acknowledge and agree that in the event of any dispute between the VIP Customer and Oriflame India Private Limited, all disputes shall be filed in respect of a court of law located within the territorial boundaries of Delhi.

13. It is hereby clarified that other aspects of VIP Customer Form are given in respect of other policies being VIP Customer Form Retention Policy, VIP Customer Form Attribution Policy, VIP Customer Form Acknowledgement Policy, VIP Customer Form Time and Place Framework Policy, VIP Customer Form Audit Policy, Data/ Information Collection Policy & Privacy Policy. The contents of the policies may also be read as part and parcel of the present policy and are once again reaffirmed and reiterated and are not repeated here for the sake of brevity.

14. That by agreeing to the said policy, the VIP Customer hereby agrees to all the terms and conditions detailed in the present policy and has no objection. The VIP Customer hereby declares that he himself read the contents of the said policy and that he has clicked on "I Accept" button after being fully conversant with the contents of the present policy and agreeing with the same, in the said clicking of the "I Accept" button has been done in token of acceptance of the terms of VIP Customer Form Policy.

15. The VIP Customer hereby agrees not to challenge the said policy in the future as the VIP Customer has entered in the said policy out of his own will and volition and without any outside force, coercion or influence of any kind whatsoever.

VIP CUSTOMER FORM RETENTION POLICY

1. The present policy shall be known as VIP Customer Form Retention Policy.

2. For the purposes of this policy, it is hereby declared that VIP Customer Form refers to Online Registration Form of Oriflame India Pvt. Ltd., filled by a VIP Customer.

3. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:

a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.

b. "Company" means Oriflame India Pvt. Ltd., the company duly incorporated under the Companies Act, 1956.

c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.

d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-

(i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and

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(ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.

e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.

f. "VIP Customer" means a person who registers as a VIP Customer by filling Online Registration Form of Oriflame India Pvt. Ltd., with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:

(i) Immediate discount

(ii) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other benefits provided under the Success Plan.

g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

j. "VIP Customer Form" refers to the Online Registration Form of Oriflame India Pvt. Ltd. filled by a VIP Customer which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.

k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.

l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.

4. That the terms of the present VIP Customer Form Retention Policy determine the manner in which VIP Customer Form shall be retained on computers, computer systems and computer networks as also computer resources and communication devices of Oriflame India Pvt. Ltd.

5. That it is hereby clarified the VIP Customer Form is a electronic contract entered into between Oriflame India Pvt. Ltd., and its VIP Customer and constitute a valid electronic record as also data and information in the electronic form within the meaning of Section 2 of the Information Technology Act, 2000.

6. That the present VIP Customer Form is governed by various provisions of the Information Technology Act, 2000.

7. That this present policy stipulates the retention policy to be adopted by Oriflame India Pvt. Ltd. for electronic retention of VIP Customer Form on the computers, computer systems and computer networks of Oriflame India Pvt. Ltd.

8. That it is hereby declared that VIP Customer Form shall be retained in the electronic form by Oriflame India Pvt. Ltd., in accordance with the provisions of the Information Technology Act, 2000.

9. It is hereby certified that at the time of retention, the information contained in VIP Customer Form remains accessible to Oriflame India Pvt. Ltd., so as to be usable for a subsequent reference.

10. That it is hereby certified by means of the present policy that when VIP Customer Form is retained in the electronic format by Oriflame India Pvt. Ltd., VIP Customer Form is an electronic record retained in the format in which it was originally generated, sent or received or in a format which can be demonstrated to represent accurately the information originally generated, sent or received.

11. It is hereby further categorically stated that VIP Customer Form and data collected is retained by Oriflame India Pvt. Ltd. in a manner that the details which will facilitate, the identification of the origin, destination, date and time of dispatch or receipt of such electronic record, being VIP Customer Form are available in the said electronic record or VIP Customer Form itself.

12. That it is hereby stipulated that the electronic records pertaining to VIP Customer Form and data collected shall be retained for a period of 8 years.

13. That the provisions of the said policy shall prevail over anything inconsistent therewith contained in any other policy pertaining to the retention of VIP Customer Form by Oriflame India Pvt. Ltd.

VIP CUSTOMER FORM ATTRIBUTION POLICY

1. The present policy shall be known as the VIP Customer Form Attribution policy.

2. The objective of this policy is to determine the legal mechanism for attribution of electronic records and acceptance by the VIP Customer.

3. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:

a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.

b. "Company" means Oriflame India Pvt. Ltd., the company duly incorporated under the Companies Act, 1956.

c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.

d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-

(i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and

(ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.

e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.

f. "VIP Customer" means a person who registers as a VIP Customer by filling Online Registration Form of Oriflame India Pvt. Ltd., with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:

(i) Immediate discount

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(ii) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other benefits provided under the Success Plan.

g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

j. "VIP Customer Form" refers to the Online Registration Form of Oriflame India Pvt. Ltd. filled by a VIP Customer which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.

k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.

l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.

4. That it is hereby clarified that VIP Customer Form is an electronic record which is generated by the VIP Customer on the computers, computer systems, computer networks, computer resources and communication devices belonging to Oriflame India Pvt. Ltd., or the VIP Customer or a third party.

5. That VIP Customer Form is deemed to be legally valid electronic record which has legal validity and binding effect under the Information Technology Act, 2000.

6. That it is hereby categorically stipulated that VIP Customer Form is an electronic contract between the VIP Customer and Oriflame India Pvt. Ltd.

7. That the VIP Customer acknowledges that he himself out of his own sweet will and without any outside force, coercion or influence of any kind whatsoever has opted to become a VIP Customer with Oriflame India Pvt. Ltd.

8. The VIP Customer hereby further certifies that the VIP Customer, out of his sweet will and without any outside force, coercion or influence, has agreed to and has indeed signed the VIP Customer Form either through himself or through a duly authorised person and has accepted the term and conditions of VIP Customer Form on the computer resources of the company or the VIP Customer or a third party.

9. That the VIP Customer hereby certifies that he has out of his own sweet will, visited the registration page on the website and computer resource of the company/self-registration page/open URL offered by the company.

10. That the VIP Customer has out of his sweet will and volition entered all his details therein and has accepted the terms and conditions of the said registration process and has requested for activation, either himself or through a duly authorised person.

11. Further, the VIP Customer has received from the company, the One Time Password (OTP) on his/her unique mobile phone and has utilized the same for activating the account. Further, after activation, the VIP Customer has logged-in to the computer systems and computer networks of the company and has accepted VIP Customer Form and its terms and conditions by reading through the contents of the same and by accepting all the contents given therein by clicking on the "I Accept" button.

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12. That the VIP Customer hereby acknowledges that when he has accepted the terms and conditions at the registration process or when he has accepted the terms and conditions / VIP Customer Form after activation of the account, his Internet Protocol Address is captured by the company alongwith date and time stamp as also his VIP Customer ID and password, at the time of signing VIP Customer Form and Login. The VIP Customer agrees that the said proof is the conclusive proof to prove the fact that it is indeed the VIP Customer who has agreed to the various terms and conditions detailed under VIP Customer Form by going through the same and by voluntarily clicking on the "Register/I Accept" button from the requisite Internet Protocol Address on the relevant date and time and by using the allocated VIP Customer ID given to the VIP Customer by the company.

13. That the VIP Customer hereby categorically states that the terms and conditions on the registration page as also VIP Customer Form and the login page has been accepted by the VIP Customer without any outside force, coercion or influence of any kind whatsoever. The VIP Customer agrees that VIP Customer Form and the Login Page is an electronic record which shall be attributed to the VIP Customer the moment the VIP Customer clicks on the "Register/I Accept" button of VIP Customer Form and Login Page where his IP Address alongwith date and time stamp and VIP Customer ID and password is captured at the backend as the said communication of the electronic record was sent by the VIP Customer in his capacity as the originator of the said record himself.

14. That the VIP Customer hereby acknowledges that the company encourages all the VIP Customers to activate their accounts individually themselves on the basis of OTP received by them on their phones. However, in case the VIP Customer has shared the OTP with the sponsor or any third person and the sponsor or such third person has indeed activated the account of the VIP Customer on his behalf, the VIP Customer acknowledges that the said activation of his account has been done by the person who has the authority to act on behalf of the VIP Customer, being the originator in respect of the said electronic record.

15. That by virtue of agreeing to the present terms and conditions of VIP Customer Form Attribution Policy, the VIP Customer hereby specifically declares and undertakes that he alone is the originator of the relevant "I Accept" message which has been clicked after reading, agreeing to and accepting the terms and conditions detailed in VIP Customer Form and on the login page which has come from the IP Address on the relevant date and time alongwith the accompanying VIP Customer ID and password which has been captured by the company at the backend and the IP Address at the relevant date and time alongwith the VIP Customer ID has indeed been allocated to the VIP Customer.

16. That the VIP Customer by agreeing to the terms of VIP Customer Form Attribution Policy, hereby categorically states that he shall never at any point of time dispute or challenge the fact that the VIP Customer Form or the login page was not electronically accepted by him from the relevant IP Address on the date and time which was so captured by the company at the backend along with the VIP Customer ID and password, which was used for the purposes of clicking on the "Register/I Accept" button of VIP Customer Form or the login page.

17. That the VIP Customer hereby further acknowledges that in the event though he himself may not have been the person who has clicked on the "Register/I Accept" button to the terms and conditions of VIP Customer Form or Login Page, the VIP Customer hereby declares that he alone shall be responsible and shall be completely bound down by the terms and conditions of VIP Customer Form and login page which has been accepted by clicking on the "Register/I Accept" button from the IP Address on the relevant date and time along with the VIP Customer ID, which has been captured at the backend by the company and that the same IP Address on the relevant date and time, was in turn used by the said VIP Customer for the purposes of accepting the terms and conditions of VIP Customer Form.

18. That the VIP Customer has entered into VIP Customer Form voluntary as a legal contract without any outside force, coercion or influence of any kind whatsoever. The VIP Customer hereby specifically declares that VIP Customer Form is a legal valid electronic contract which confirms with the provisions of Section 10 of the Indian Contract Act, and is also compliant with the relevant provisions of the Information Technology Act, 2000.

VIP CUSTOMER FORM ACKNOWLEDGMENT OF RECEIPT POLICY

1. This policy shall be known as the VIP Customer Form Acknowledgment of Receipt Policy.

2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:

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a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.

b. "Company" means Oriflame India Pvt. Ltd., the company duly incorporated under the Companies Act, 1956.

c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.

d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-

(i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and

(ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.

e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.

f. "VIP Customer" means a person who registers as a VIP Customer by filling Online Registration Form of Oriflame India Pvt. Ltd., with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:

(i) Immediate discount

(ii) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other

benefits provided under the Success Plan."

g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

j. "VIP Customer Form" refers to the Online Registration Form of Oriflame India Pvt. Ltd. filled by a VIP Customer which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd., and for purpose of this policy includes the Login Page.

k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.

l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.

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3. This policy specifically deals with the manner in which acknowledgement of receipt of VIP Customer Form as electronic record is given.
4. The VIP Customer hereby agrees that VIP Customer Form is a legally valid electronic contract which has been entered into between the VIP Customer and the company.
5. That the said electronic contract is a valid contract which complies with the conditions of Section 10 of the Indian Contract Act. Further, the said contract also complies with the provisions of the Information Technology Act, 2000.
6. That it is hereby declared that the VIP Customer is the originator of the relevant consent to VIP Customer Form being the clicker of the "Register/I Accept" button by accepting the terms and conditions of VIP Customer Form. The VIP Customer hereby stipulates that the acknowledgement of receipt of VIP Customer Form by the company as the electronic record may be given by the company by any communication addressed by the company, automated or otherwise, addressed to the VIP Customer.
7. Further, it is hereby stipulated that the acknowledgment of receipt of VIP Customer Form as an electronic record may be given by the company, by any conduct of the company, sufficient to indicate to the VIP Customer, being the originator of the said acceptance of the terms and conditions of VIP Customer Form, that the said VIP Customer Form has been received. The said communication can either be by means of an SMS or email. Further, the conduct of the VIP Customer as an addressee, by logging into the computer systems and computer networks of the company after activation of the account and after accepting VIP Customer Form terms and conditions, is itself sufficient proof to indicate to the company that VIP Customer Form as electronic record has been generated by the VIP Customer and subsequent thereto, the VIP Customer is engaging in various activities of buying and selling on the various computer platforms and networks of the company.
8. The provisions of this policy shall be binding on the company as well as on the VIP Customer, notwithstanding anything contrary to the said provisions contained anywhere.
9. That the VIP Customer, as the originator and clicker of the "Register/I Accept" button to VIP Customer Form hereby acknowledges and stipulates that VIP Customer Form being the electronic record, shall be binding upon the VIP Customer the moment the VIP Customer clicks on the "Register/I Accept" button after reading its terms and conditions detailed in VIP Customer Form. It will be of no consequence whether the VIP Customer has physically or actually read the terms and condition of VIP Customer Form. It is hereby categorically stipulated that the moment the VIP Customer clicks on the "Register/I Accept" button at the below of VIP Customer Form, he shall be deemed to have entered into a valid legal binding contract with the company being VIP Customer Form and the contents of the said VIP Customer Form shall be valid and binding on both the parties.
10. The VIP Customer hereby further categorically acknowledges that the said VIP Customer Form would be binding upon him notwithstanding the fact as to whether the VIP Customer has ever received any acknowledgement of any communication subsequent thereto by clicking on the "Register/I Accept" button.
11. That the VIP Customer hereby categorically states that the moment the VIP Customer clicks on the "Register/I Accept" button of VIP Customer Form, he/she is deemed to have agreed to and complied with all the terms and conditions detailed in VIP Customer Form and all its accompanying and attendant policies and that he is deemed to have acknowledged the factum of having entered into a legally valid electronic contract. It is hereby clarified that the mere clicking of the "Register/I Accept" button is itself an acknowledgment of receipt of the acceptance of the VIP Customer to the terms and conditions of VIP Customer Form and its relevant applicable policies, to the company.
12. It is hereby acknowledged and accepted by the VIP Customer that there are no consequence whatsoever if the VIP Customer has not received any specific communication from the company after clicking the "Register/I Accept" button pertaining to the execution of VIP Customer Form. The VIP Customer hereby agrees not to challenge the terms and conditions of VIP Customer Form at any point of time in future as his aforesaid conduct by clicking on the "Register/I Accept" button on VIP Customer Form tantamount to his complete unequivocal and absolute consent to the terms and conditions of VIP Customer Form and its relevant applicable policies.
13. It is hereby further stipulated that the VIP Customer shall not have any right to dispute the fact that he/she had never entered into VIP Customer Form or electronic contract with the company at any point of time in the future and that the VIP Customer will be completely bound to the terms and conditions as detailed in VIP Customer Form and its relevant applicable policies.

VIP CUSTOMER FORM TIME AND PLACE OF DISPATCH & RECEIPT FRAMEWORK

1. This framework shall be known as the "VIP Customer Form Time and Place of Dispatch and Receipt Framework".

2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:

a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.

b. "Company" means Oriflame India Pvt. Ltd., the company duly incorporated under the Companies Act, 1956.

c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.

d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-

(i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and

(ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.

e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.

f. "VIP Customer" means a person who registers with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:

(i) Immediate discount

(ii) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other benefits provided under the Success Plan.

g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

j. "VIP Customer Form" refers to the Electronic VIP Customer Form of Oriflame India Pvt Ltd, generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt Ltd. and for purpose of this policy includes the Login Page.

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k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.

l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.

3. It is hereby agreed between the Company and the VIP Customer that VIP Customer Form entered into between the company and the VIP Customer constitutes a legally valid binding electronic contract between the parties and the parties shall be fully governed by the terms and conditions detailed therein.

4. It is further categorically stated that since the VIP Customer has to log on to the computer system, computer network as also computer resource of the company or the VIP Customer or a third party, for the purposes of either registration, activation or accepting VIP Customer Form, the dispatch of any electronic record, VIP Customer Form occurs when VIP Customer clicks on "Register/I Accept" button.

5. That the time of receipt of all electronic records concerning VIP Customer Form shall be determined as per the terms of the present framework.

6. That since the company has designated a computer resource for the purposes of receiving electronic records including VIP Customer Form, the receipt of electronic records including VIP Customer Form occurs at the time when the electronic record enters the designated computer resource of the company.

7. It is hereby agreed between the parties that an electronic record, including VIP Customer Form, being the electronic contract being concluded on the computer resource of the company, the same shall be deemed to be dispatched at the place where the company has got its place of business being Jasola, New Delhi.

8. Further, the said electronic record, including VIP Customer Form shall be deemed to be received at Jasola, New Delhi being the place where the company has got its place of business.

9. For the purposes of this framework, it is hereby clarified that since the company has more than one place of business, the principal place of business being Jasola, New Delhi shall be the place of business of the company.

VIP CUSTOMER FORM AUDIT POLICY

1. This policy shall be known as the VIP Customer Form Audit Policy.

2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:

a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.

b. "Company" means Oriflame India Pvt. Ltd., the company duly incorporated under the Companies Act, 1956.

c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.

d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-

(i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and

(ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.

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e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.

f. "VIP Customer" means a person who registers with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:

(i) Immediate discount

(ii) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other benefits provided under the Success Plan.

g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network. , and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

j. "VIP Customer Form" refers to the Electronic VIP Customer Form of Oriflame India Pvt. Ltd., generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.

k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.

l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.

3. That since VIP Customer Form is the foundation of electronic contracts which are the foundations of business relationships between the company and the VIP Customer, the company shall retain VIP Customer Form in accordance with the parameters detailed under the Information Technology Act, 2000.

4. That the company in exercise of its due diligence hereby stipulates that there will be regular bi-annual legal audit of VIP Customer Form.

5. That the legal audit of VIP Customer Form would be done in accordance with the parameters detailed under the Information Technology Act, 2000.

6. That the ambit of the legal audit of VIP Customer Form would be limited to the fact that the provisions of the Information Technology Act, 2000, as also rules, regulations, directions, orders and notifications issued thereunder, have been fully complied with by VIP Customer Form in their generation, transmission and retention on the computers, computer systems and computer networks of the company.

7. That all the applicable norms which applies to the audit in the context of electronic records as per the principles enshrined under the Information Technology Act, 2000 will be applicable to VIP Customer Form legal audits.

1. INTRODUCTION

a. Oriflame India Pvt. Ltd., (hereinafter referred to as the company) is committed to respect the privacy of personal information and sensitive personal data or information of individuals. Accordingly, Oriflame India Pvt. Ltd. has prepared this Policy and practices concerning the collection, usage and disclosure of personal information and sensitive personal data or information of individuals in the context of execution of VIP Customer Form and related documentation/electronic records.

b. Oriflame India Pvt. Ltd. protects the privacy of individuals by complying with the operative legislation being the amended Information Technology Act, 2000 and rules and regulations made thereunder including as the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data Or Information) Rules, 2011 and also the Information Technology (Intermediaries Guidelines) Rules, 2011.

c. The present document details how Oriflame India Pvt. Ltd. collects your personal data in the context of VIP Customer Form process and informs you about the measures taken by Oriflame India Pvt. Ltd. to protect your personal data in the context of information collected from you, data in the context of VIP Customer Form process, in accordance with the Information Technology Act, 2000 (as amended in 2008), referred to hereafter as the "Information Technology Act".

2. DEFINITIONS

In this policy, unless the context otherwise requires, the following terms shall have the following meanings:-

(vi) "**Computer**" means any electronic magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network."

(vii) "Computer **Network**" means the inter-connection of one or more computers or computer systems or communication device through-

i. the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and

ii. terminals or a complex consisting of two or more inter-connected computers or communication device whether or not the inter-connection is continuously maintained."

(viii) "**Computer Resource**" means computer, computer system, computer network, data, computer data base or software.

(ix) "**Computer System**" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

(x) "**Communication Device**" means cell phones, personal digital assistants or combination of both or any other device used to communicate, send or transmit any text, video, audio or image.

(xi) "**Data**" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory.

(xii) "**Telecommunications**" means all communications made through or on Oriflame India Pvt. Ltd. telephones, electronic mail, radios, facsimile machines, or any other electronic communication device.

(xiii) "**System Administrator**" means the person(s) responsible for managing central computer or

file servers, including operating systems and application software.

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(xiv) "**Network Administrator**" means the person(s) responsible for managing telecommunications network software, hardware infrastructure, or access rights for local area networks (LANS) or wide area networks (WANS).

(xv) "**Server**" means a computer that supports access to electronic services or information for network users.

(xvi) "**Information Technology Resources**" means the technology infrastructure for processing and exchange of information, including computing and telecommunications (voice, video, and data) devices and associated resources to operate, maintain, and utilize the technology infrastructure.

(xvii) "**Password**" means a secret word or phrase or code or passphrase or secret key, or encryption or decryption keys that one uses to gain admittance or access to information;

(xviii) "**Personal information**" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

(xix) "**Sensitive personal information**" (SPI) means Sensitive personal data or information of a person means such personal information which consists of information relating to; —

- i. password;
- ii. financial information such as Bank account or credit card or debit card or other payment instrument details;
- iii. physical, physiological and mental health condition;
- iv. sexual orientation;
- v. medical records and history;
- vi. Biometric information;
- vii. any detail relating to the above clauses as provided to Oriflame India Pvt. Ltd. for providing service; and
- viii. any of the information received under above clauses by Oriflame India Pvt. Ltd. for processing, stored or processed under lawful contract or otherwise.

(xx) "**Public Information**" means any information that is freely available or accessible in public domain.

(xxi) "**VIP Customer**" means a person who registers with basic details (like name, address, phone number) with Oriflame in order to enjoy Oriflame products (for self-consumption, not resale) and become eligible for following benefits related to purchase of Oriflame Products:

- e) Immediate discount
- f) Eligible to participate in the sales/promotional activities and get the following benefits - like welcome program benefits, entitled to activity/productivity offers, business class benefits, stagger discounts, sets benefit etc. from Oriflame;

But will not be entitled to recruit people under themselves or avail any other benefits provided under the Success Plan.

3. SCOPE

a. This policy is intended to address, in the context of VIP Customer Form processes, the collection and use of information that is both personal and identifiable to an individual and confidential as well as sensitive personal data and information. Personal and Identifiable information includes personal characteristics such as home address, telephone number, PAN, Bank details, Aadhaar

numbers and financial information. For clarity, this policy is not meant to capture the collection of corporate information from other Company or businesses.

4. PURPOSE

a. Oriflame India Pvt. Ltd. is engaged in a type of business where they were entering into VIP Customer Application Form in the paper format. However, keeping in mind the large scale business exigencies and further business expansion of the company, it has been decided to digitize the VIP Customer Application Form process. Consequently, the company has decided to launch the entire VIP Customer Form process. This involves collection of personal and private information from the VIP Customers. Oriflame India Pvt. Ltd. is very sensitive while engaging in the collection and use of that information because of its importance to the individual from whom it is collected. Oriflame India Pvt. Ltd. wishes to be in compliance with Information Technology Act, 2000 and rules and regulations made thereunder which relates to the collection and use of personal data and information in the VIP Customer Form process, including the confidential and sensitive personal data and information and hence the present policy has been so formulated.

5. TYPE OF INFORMATION

a. Oriflame India Pvt. Ltd. may request different categories of personal information depending upon the nature of the requests or requirements of the services offered.

b. The categories of personal information, the company collects may include your name, age, email-id, title, position, PAN, Bank Details, nominee details, address, telephone number (including mobile and fax numbers) and email address. The personal information may also relate to other persons of your family relevant to the information or services you have requested.

6. MANNER OF COLLECTION

a. The company primarily collects personal information directly by requesting you to complete the VIP Customer Form. We may also collect information regarding your internet protocol address, browser type, domain name and access time, as under:

(i) **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your Web browser accesses our sites. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; computer and connection information such as browser type and version, operating system, and platform; the full Uniform Resource Locators (URL) click stream to, through, and from our Web site, including date and time. We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use.

(ii) **Cookies:** Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser. Besides using the information as described above, Oriflame India Pvt. Ltd. utilizes cookies to control the flow of the ordering processes by maintaining the state of your online transactions.

(iii) **Log Files:** We use IP addresses to analyze trends, administer the site, track User's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

(iv) **Links:** Oriflame India Pvt. Ltd. web site contains links to other sites. Please be aware that we, Oriflame India Pvt. Ltd., are not responsible for the privacy practices of such other sites. We encourage our Users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. Oriflame India Pvt. Ltd. privacy statement applies solely to information collected by us.

(v) Oriflame India Pvt. Ltd. or any person on its behalf shall in the VIP Customer Form process, prior to the collection of information including sensitive personal data or information, provide an option to the provider of the information to or not to provide the data or information sought to be collected. The provider of information shall, at any time while availing the services or otherwise, also have an option to withdraw its consent given earlier to Oriflame India Pvt. Ltd. Such withdrawal of the consent shall be sent in writing to Oriflame India Pvt. Ltd addressed to contactcenter.india@oriflame.com. In the case of provider of information not providing or later on withdrawing his consent, Oriflame India Pvt. Ltd. shall have the option not to provide goods or services for which the said information was sought.

7. THE DATA PROVIDER'S RIGHT TO OBJECT

a. Oriflame India Pvt. Ltd. shall, in the VIP Customer Form process, grant the providers of data the right:

- i. to object at any time on compelling legitimate grounds relating to his particular situation to the processing of data relating to him, save where otherwise provided by national legislation, being the Information Technology Act, 2000, as amended and rules and regulations made thereunder. Where there is a justified objection, the processing may no longer involve those data;
- ii. to object, on request and free of charge, to the processing of personal data including the confidential and sensitive data and information relating to him which the provider of data anticipates being processed for the purposes of direct marketing, or to be informed before personal data are disclosed for the first time to third parties or used on their behalf for the purposes of direct marketing, and to be expressly offered the right to object free of charge to such disclosures or uses.

8. INFORMATION TO BE GIVEN TO THE DATA PROVIDER

a. INFORMATION IN CASES OF COLLECTION OF DATA FROM THE DATA PROVIDER: While collecting information directly from the person concerned, Oriflame India Pvt. Ltd. or any person on its behalf shall take such steps as are, in the circumstances, reasonable to ensure that the person concerned is having the knowledge of:

- i. the fact that the information is being collected;
- ii. the purpose for which the information is being collected;
- iii. the intended recipients of the information; and
- iv. the name and address of -

the agency that is collecting the information; and
the agency that will retain the information.

- v. the existence of the right of access to and the right to rectify the data concerning him in so far as such further information is necessary, having regard to the specific circumstances in which the data are collected, to guarantee fair processing in respect of the data provider.

9. DATA RETENTION

a. Oriflame India Pvt. Ltd. shall endeavor to keep the information covered by this policy secure during the entire time it is in its possession. To that end, the data/information shall be kept in Oriflame India Pvt. Ltd. safes, as far as physical records are concerned and also in secure networks, as far as electronic form data is concerned.

b. As a general rule, personal information including the sensitive personal data or information shall be retained for a minimum period of 8 years to satisfy the audit requirements as per the Information Technology Act and rules made thereunder. At the expiration of that period, the documents shall be disposed of in a manner acceptable to the authorities. Applications submitted by the general public shall be maintained for a period of upto 8 years and retained for future references as well.

c. Personal information you provide to us will be retained only for such period as may be necessary for the carrying out of the purposes referred to in this policy or as otherwise specified at the time of collection.

10. ACCESSING, CORRECTING AND UPDATING INFORMATION

a. Oriflame India Pvt. Ltd. gives you access to certain information about you for the limited purpose of viewing and, in certain cases, updating that information. To view or change this information, contact us at contactcenter.india@oriflame.com. You are required to correct any erroneous or out-of-date information concerning your data. You can access the information you had provided to Oriflame India Pvt. Ltd. for amendments on your account.

11. SECURITY

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a. The security of your personal information, provided during the VIP Customer Form process is important to Oriflame India Pvt. Ltd. Oriflame India Pvt. Ltd. provides a framework to establish processes and procedures to protect against security threats, whether accidental or deliberate, external or internal; to ensure confidentiality, integrity and availability of data; and minimize the impact of security incidents. The security team at Oriflame India Pvt. Ltd. Works closely with the senior management team to develop the high-level security policies and for continuous conformant and enforcement.

b. Oriflame India Pvt. Ltd. follows generally accepted industry standards to protect the personal information submitted to it in the VIP Customer Form process, both during transmission and once Oriflame India Pvt. Ltd. receives it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while Oriflame India Pvt. Ltd. strives to use commercially acceptable means to protect your personal information, Oriflame India Pvt. Ltd. cannot guarantee its absolute security.

c. Oriflame India Pvt. Ltd. will also take such steps as are appropriate to ensure the security of that information while it is held by Oriflame India Pvt. Ltd. This will include password protection and other electronic security methods as well as physical security methods, where appropriate, to help ensure that the information can only be accessed by our authorized employees, which employees shall be made aware of the terms of this policy and our duties to you under this policy.

d. Oriflame India Pvt. Ltd. implements appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Such measures ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

12. CHOICE

a. Oriflame India Pvt. Ltd. will offer individuals the opportunity to choose (i.e., opt-out) whether their personal information is (1) disclosed to a third-party, or (2) used for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual.

b. For Sensitive Personal Information, Oriflame India Pvt. Ltd. will give individuals the opportunity to affirmatively consent (i.e., opt-in) to the disclosure of the information to a third-party or the use of the information for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual. Oriflame India Pvt. Ltd. will provide reasonable methods by which individuals can exercise their choices.

13. DISCLOSURE OF INFORMATION WITH CONSENT

a. Oriflame India Pvt. Ltd. shall not disclose sensitive personal data and information to any third party except with the prior permission from you.

14. DISCLOSURE OF INFORMATION WITHOUT CONSENT

a. We shall not disclose the personal data or information to any third party with the prior permission from the provider of such information except in the following circumstances: -

(a) The information shall be shared, without obtaining prior consent from provider of information, with Government agencies mandated under the law to obtain information including sensitive personal data or information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences.

(b) Any personal data or Information shall be disclosed to any third party by an order made by the competent authority under the law for the time being in force, being the Information Technology Act, 2000 and rules and regulations made thereunder.

(c) Any personal data or Information shall be disclosed to any third party by an order made by a court of competent jurisdiction.

Compliance: We release account and other personal information when we believe release is appropriate to comply with law; for the purpose of enforcing or applying our Services Agreement and other agreements; or to protect the rights, property, or safety of Oriflame India Pvt. Ltd., our users, or others. This includes exchanging information with other Companies and organizations for fraud protection and credit risk reduction.

15. WITHDRAWAL OF CONSENT

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a. In case Oriflame India Pvt. Ltd. discloses your information to third parties with your prior consent, you have the right to give revoke consent for the use and storage of personal information, at any time.

b. Any concerns regarding this policy or its application may be directed to the authorized officer in this behalf.

Name and Address of authorized officer: Mr. Bertrand Rousseau, Group Risk and Compliance Director, at privacy@oriflame.com.

16. EXPECTATION OF PRIVACY

a. The workstations, laptops, and user accounts given to Oriflame India Pvt. Ltd. employees, VIP Customer s, contractors, agents, affiliates, and others are to enable them to perform their jobs in the most efficient and effective way possible. However, they should not have an expectation of privacy in the materials that are stored, hosted, created, sent, or received by them on Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices. To the extent permitted by Information Technology Act, 2000, and rules and regulations thereunder and any other law time being in force, Oriflame India Pvt. Ltd. authorized representative may examine all material stored on Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices without prior notice, (some examples of situations may include investigation for a suspected breach of security, or for the prevention or detection of crime, and other legally permissible situations).

17. MONITORING

a. Subject to Information Technology Act, 2000, and rules and regulations thereunder and any other law time being in force, Oriflame India Pvt. Ltd. may monitor any and all aspects of its computerized resources, including, but not limited to, websites visited by users of Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices through Internet, monitoring chat groups and newsgroups, reviewing material downloaded from or uploaded to the Internet by Oriflame India Pvt. Ltd. employees, managements, contractors, agents, affiliates, subsidiaries and reviewing email sent and received by Oriflame India Pvt. Ltd. computer resources. Oriflame India Pvt. Ltd. may use automated monitoring software to monitor material created, stored, sent or received on Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices to ensure that inappropriate material is not hosted, stored, uploaded and created on, or transmitted via Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices, and that inappropriate use of Oriflame India Pvt. Ltd. computer systems and computer resources does not occur.

18. RESERVATION OF RIGHT

a. Oriflame India Pvt. Ltd. reserves the right to change our Data Collection policy in the context of the VIP Customer Form process. If at any point we decide to use personal data in a manner different from that stated at the time it was collected, we will notify you via email or any other relevant manner 7 days prior to implementing the change. Your express consent will be needed before we use your personal data in a different manner.

NEGATION POLICY INDIA- VIP CUSTOMERS

Introduction

Negation refers to cancellation of order placed by the VIP Customer on account of any of the following reasons:

Non-payment within stipulated time period
 Failure to collect orders within stipulated time period including paid orders
 Non acceptance of order on delivery
 Incorrect address of recipient

Negation not only causes lack of availability of products, but also causes loss of business to the Company and other issues as more particularly explained in following paragraphs.

This policy has been devised with an objective to curb the increasing negation trend all over India, with a view to promote genuine sale of products and ensure availability of requisite stock to the end consumers as and when needed.

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Accordingly, individual orders negated by any VIP Customer shall be charged with such negation fee and in manner provided in Part III of the Policy.

This policy shall become effective from date of communication to the VIP Customer.

Part I - Category of Negations

(a) **RTO/ COD NEGATIONS:** Returned to Origin (RTO) is defined as an unpaid order not acknowledged by the VIP Customer which is consequently returned to the Origin (Oriflame office). This pertains to the **Cash on Delivery facility (COD)** wherein the VIP Customer enjoys the freedom of placing order without having to pay immediately. Accordingly, the products are then dispatched to the registered address of the VIP Customer and the VIP Customer is required to make the payment immediately to the courier vendor on receipt of the order; or

Online payment at the time of ordering which is referred to as Courier Negations

Negation here occurs when orders are Returned to Origin (RTO) on cancellation of orders placed by the VIP Customers due to one of the following reasons:

- i. Orders are dispatched but not accepted by the recipient on delivery
- ii. Orders are dispatched but no payment is made by the recipient at the time of delivery
- iii. Orders do not reach the VIP Customers due to incorrect/incomplete address;

provided that in the event, the VIP Customer refuses to accept or pay for the order or the order is returned to Oriflame office undelivered due to any of the above reasons, the order stands negated and negation fee of such amount as provided in Part III of this policy is levied.

(b) **ONLINE IMMEDIATE NEGATIONS** - Online Immediate orders facility is a facility provided to the VIP Customer that allows them to place orders online at the comfort of their home/Oriflame office and collect the same within 4 Oriflame working days (including the date of invoice) from the date of invoice from the branch selected at the time of placing the order. Negation in this category occurs when the VIP Customer fails to pick the order within the above-mentioned time limit and the order gets negated on 4th working day (including the date of order) at 5:00 P.M. In such an event the VIP Customer is charged with a negation fee of such amount as provided in Part III of this policy, on negation under this category for each order negated.

Part II - Consequences of Negation

Negation of orders placed has a huge impact on the business. Following are the consequences of negation that adversely affect the business:

1. **Reduction in stock availability:** Once the order is placed by the VIP Customer, the same is treated as a confirmed sale. The products so ordered are treated as unavailable for ordering for other Brand Partners or VIP Customers and hence this leads to blocking of orders for such product from the ordering date till the negation date.
2. **Waste of distribution cost:** Once the order is placed by a VIP Customer, the same is prepared for pick up - packaging and dispatch by the Company. Immediate orders not picked up leads to inventory variances. Similarly, cash on delivery orders are packed and sent for dispatch; non-acceptance of same for any reason whatsoever causes waste of time, man hours, cost which equals two times the delivery of orders and finally unpacking of same for inclusion in stock.
3. **Blockage of office space:** Products whether paid or unpaid are dispatched from the respective regional distribution centres (RDCs) to the Customer Experience centres for onward dispatch to the VIP Customers. In case of negation of such orders, the stocks keep lying in the Customer Experience centre/Oriflame office which may not have enough space to hold such stock for long. This further leads to damage of these products due to less space and lack of proper storage facility in such locations.
4. **Loss of business for other Brand Partners or VIP Customers:** Negation also causes loss of opportunity for other Brand Partners or VIP Customers by creating an out of stock situation due to which such Brand Partners or VIP Customers are unable to place orders

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and grow their business (in case of Brand Partners only).

5. **Loss due to damage in transit:** Cancelled orders returned back by the VIP Customers are dispatched back to the Company and this sometimes causes loss due to damage of products in the transit.

6. **Unethical Business environment:** VIP Customers who indulge in negation, spread unethical business practice lead to promotion of unethical business environment which is strictly against the business ethics of the Company.

Part III - Free Charged on Negation of

Sr. No.	Category of Negation	Negation Fee (Rs.)
1	Cash on delivery Previous Month Negation for each order	150*
2	Online immediate Previous Month Negation for each order	150*
3	Courier Orders Previous Month Negation for each order	150*

* Such penalty/fee shall be applied in the following manner:

(i) Collection/Deduction of fee/penalty shall be made from VIP Customer's account with Oriflame at the time of placing the next order. In case there is no amount or insufficient amount in the VIP Customer's account, any amount paid by such VIP Customer shall be first adjusted against the applicable Negation Fee.

DISCLAIMER

This Negation Policy should be read with the rules of conduct contained in the VIP Customer Application Form and such other communications as may be made by the Company from time to time. This policy shall be applicable from the effective till the time it is revoked or amended by the Company.

The Company reserves the right to amend the Negation Policy at any time by a written notice (including electronic mail) to the VIP Customer.

Privacy Policy

Oriflame India Private Limited ("**We**") are committed to protecting and respecting your privacy.

This Privacy Policy together with our Website Terms of Use and our Code of Ethics and Rules of Conduct, as applicable ("**Rules**") and any other documents referred to on it sets out the basis on which any personal data we collect from you or about you, or that you provide to us, will be processed by us. Please read the following carefully to understand our practices regarding your personal data and how we will treat it. By providing your data in the Brand Partner Application Form ("BPAF") either electronically on www.oriflame.co.in or in paper form or by providing your data while registering as a VIP customer on www.oriflame.co.in, you are accepting and consenting to the practices described in this Privacy Policy.

For the purpose of the Information Technology Act, 2000 read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data And Information) Rules 2011, and such other applicable laws (including foreign laws)

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(hereinafter referred to as "**Laws**"), Oriflame India Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Ground Floor, M-10, South Extension, Part-II, New Delhi - 110049, has devised this Privacy Policy.

We process the data in compliance with the Laws, the purpose of personal data processing by us is to organize and ensure that we fulfil our obligations and ensure protection of our rights arising from your registration. The processing of the data by us is done pursuant to the rules described below.

Terms not defined in Privacy Policy shall have same meaning as provided in the Terms of the BPAF or any other policy that applies to you as a VIP customer on our website.

1. Information we may collect from you

We may collect and process the following data about you:

1.1. Information you give us. You may give us information about you by filling in forms on our site www.oriflame.co.in (our site) or by filling in the BPAF/registration form in writing or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to be our Brand Partner or our VIP customer (as the case may be), search for a product, place an order on our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey and when you report a problem with our site. The information you give us depends on whether you register yourself as a Brand Partner or as a VIP customer and may include your:

name,
date of birth,
address,
e-mail address,
phone number and mobile phone number,
unique Brand Partner ID,
Permanent Account Number,
social insurance/security number like Adhaar Card details, Passport details, mobile bill, etc.,
bank account details,
name and surname of your legal guardian if you are adolescent, and
passport number (for the Brand Partners taking part in international conferences).

Hereinafter referred to as "**Personal Data or Information**"

We hope you will provide us with this information. However, if you do not want to disclose your personally-identifiable information to us, please do not submit it. Please be aware that if you do not provide such information in some cases we will not be able to provide you the service you have requested.

1.2. Information we collect about you . We store the history of your purchases (as Brand Partners or as VIP customers), your levels in our Brand Partners' network structure (if applicable), your performance, recruits sponsored by you etc.

With regard to each of your visits to our site we may automatically collect the following information:

technical information, including the Internet Protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our Customer Experience Center number.

1.3. Information we receive from other sources . We may receive information about you if you use any of the other websites we operate or the other services we provide. We are also working closely with third parties (including, for example, business partners, sub- contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

2. Uses made of the Information/Personal Data

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We use information held about you in the following ways:

to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us including resolving any disputes, collect fees, and troubleshoot problems;

to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;

to provide you with the rights, benefits, and entitlements, and other conditions as applicable under the contractual relationship between you and us;

to comply with other regulations applicable to our cooperation with you such as e.g. tax laws, statistical obligations etc.

to monitor and assure compliance by you with our policies and rules.

to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. We will only contact you by electronic means (e-mail or SMS, Whatsapp or other social media means) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. We will do so only if you have consented to this. If you change your mind and do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please: select relevant tick box in your user settings on your Account with Us or contact Customer Experience Center by sending an email to ontactcenter.india@oriflame.com or by calling to our helpdesk line at 011-40409000 or 011-66259000;

to notify you about changes to our service;

to ensure that content from our site is presented in the most effective manner for you and for your computer;

to ensure effective management of the network of our Brand Partners by ourselves but also by other members of our Brand Partners networks (mainly your sponsor), in case you register yourself as a Brand Partner on our site;

to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

to improve our site to ensure that content is presented in the most effective manner for you and for your computer;

to allow you to participate in interactive features of our service, when you choose to do so;

to keep our site safe and secure;

to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you, this includes performance of the consumer satisfaction and alike studies;

to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them;

If you have been registered as an Oriflame Brand Partner before, when you register on this site you also accept that some of your Personal Data may be transferred from the Oriflame entity you have been originally registered with to Oriflame India Private Limited;

to respond to requests and legal demands from regulators or other authorities.

3. Disclosure of your Information

3.1. We do not sell, rent or trade your personal data.

3.2. We may give access to your personal information and allow its processing to the companies being members of our group (ultimate holding company and its subsidiaries) in order to support us in performance of the activities listed above in point 3 (Uses Made of the Information).

3.3. We may give access to your information and allow its processing in strictly defined scope and purpose to selected third parties such as:

business partners: suppliers and sub-contractors for the performance of any contract we enter into with them or you. This includes among others: carriers, credit collection agencies, factoring services providers, logistics services (such as picking and packing) providers, customer support services providers, third party software developers, etc.

Other members of our Brand Partners network (primarily to your sponsor in our network and your down-line Brand Partners) for the purpose of effective management of our Brand Partners network. If you do not want us to pass your personal information to the other Brand Partners in the network for mentioned purpose, please contact Customer Experience Center by sending an email to contactcenter.india@oriflame.com or by calling to our helpdesk line at 40409000 or 01166259000.

Advertisers and advertising networks that require the data to select and serve relevant advertisements to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given

day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, new joint Brand Partners or VIP customers from certain area).

Analytics and search engine providers that assist us in the improvement and optimisation of our site.

Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

Providers of technical solutions allowing us to send to you our messages (including marketing messages or customer satisfaction surveys when you consented to receive such information) e.g. mass mailing solutions providers, mass texting solutions providers.

We may also disclose your personal information to third parties:

In the event that we sell, buy or in other way transfer any business or assets, in which case we may disclose your personal data to the prospective seller, buyer or acquirer of such business or assets.

If our company or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our policies and/or terms of use and/or other applicable agreements; or to protect our rights, property, or safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

4. How and Where we store your personal data

All information you provide to us and we collect about you is stored on secure servers. All online payment transactions will be encrypted using SSL technology and will be processed by third party providers. We do not collect or store credit and debit card information for online transactions.

The data that we collect about you may be transferred to, and stored at, a destination in or outside the territory of India. It may also be processed by staff operating outside the territory of India who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details, processing of your Success Plan entitlements and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and applicable Laws.

5. Duty of care

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site (hereinafter your "**Account**"), you are responsible for keeping this password confidential. We ask you not to share a password with anyone. If you do share your password with others, you will be responsible for all actions taken in the name of your Account.

If you lose control of your password, you may lose substantial control over your personal data and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify us and change your password. We will never ask for your password except during the login process. Our employees are subject to additional requirements in the area of information protection.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

6. Your rights

6.1. Marketing information. You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms (mainly the Brand Partner Application Form (BPAF) at the time of joining) we use to collect your data. You can also exercise this right at any time by selecting relevant tick box in the user setting on your Account or contacting our Customer Experience Center by sending an email to www.contactcenter.india@oriflame.com or by calling to our helpdesk line at 011-40409000 or 01166259000.

6.2. Access to information. Rectification and deletion. You have the right to access information held about you and to request its rectification or deletion. You can see, and review most of your personal data by signing on to your Account. Thus, it is your responsibility to notify us promptly your personal data if it changes or is inaccurate. Upon your request to Oriflame Customer Experience Center at contactcenter.india@oriflame.com or your Area Manager we will change your personal data as requested by you on submission of such documents/ proofs as may be required. We will close your Account as soon as reasonably possible, in accordance with applicable law. We do retain personal data from closed accounts to comply with law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, and take other actions otherwise permitted by law.

7. Entrustment of personal data processing - Your Obligations

As to a member of our Brand Partners network, we entrust you the processing of the personal data of other members of our Brand Partners network on the basis of the below provisions.

We entrust you with personal data processing in the scope and for the purpose defined in the Rules, and you covenant to process these data in the manner ensuring compliance with the requirements contemplated in the Act, and in particular compliance with rules regarding the processing and protection of the entrusted data.

The sole objective of personal data processing by you is to perform the provisions of the Rules. You are obliged in particular:

to process the personal data entrusted to you by us only within the objective of data processing specified above and in compliance of the Laws.,

not to take any actions aiming at making the personal data further available in the manner not described herein, unless the commonly binding provisions of law stipulate otherwise,

You must also ask Customers expressly whether or not they wish to receive commercial communications about Oriflame products from you, keep a record of their marketing preferences and respect those preferences

to immediately return the entrusted personal data after termination of your relationship with us (i.e. upon your deregistration as our Brand Partner or as our VIP customer), and to remove these data from any electronic data carriers on which they were recorded by you for the purpose of achievement of the objective described in above. If you wish to sponsor a Customer to become a Brand Partner or VIP Customer you may collect certain personal information directly from the Customer. You must strictly follow our procedures for sponsorship from time to time. You will have the limited right to process that Customer's personal information only for the purposes of forwarding the personal information to Oriflame and of sending that Customer commercial communications (i.e. communications designed to promote, directly or indirectly, the goods, services or image of a company) subject to certain conditions as described below. Oriflame online tools may allow you to use a Customer's personal information to send commercial communications, strictly subject to the following conditions:

you must have sponsored the Customer to become a Brand Partner or VIP customer (as the case may be), unless otherwise expressly agreed,

such commercial communications concern only Oriflame Products,

the commercial communication shall be clearly identifiable as such,

the communication includes your name and contact details as the sender of the

commercial communication and a valid email address at which Customers can reach you to notify you of their preference to opt out of further commercial communications,

commercial communications must not be sent to Customers that have opted out of receiving them,

promotional offers, such as discounts, premiums and gifts, where permitted by applicable law, shall be clearly identifiable as such, and the conditions which are to be met to qualify for them shall be easily accessible and be presented clearly and unambiguously, and

the content of such commercial communications is compliant with the terms of this policy and all applicable law regarding commercial communications.

We reserve the right to audit the methods of protecting the entrusted personal data applied by you. You are obliged to provide us with an opportunity to conduct such an audit immediately after being requested to do so.

You covenant to immediately and correctly answer every question asked by us with regard to processing of personal data entrusted on the basis of this Privacy Policy and the Rules, in particular those concerning personal data protection measures applied by you.

We authorize you to process the personal data in the scope and for the purpose defined in the Rules, in particular in the IT systems and in a hard-copy form, and also to grant further authorizations to process the data to the persons cooperating with you on the basis of a civil law agreements provided that you will ensure contractually that they will comply with all the requirements with regard to the data processing and protection binding on you and provided that we accept such sub-processor.

It is agreed between us and you that if the files containing personal data are sent between us, such files will be secured during transmission through the public network with cryptographic means of personal data protection.

We shall have the right to terminate your Brand Partner or VIP customer registration if you use the personal data in contravention with this Privacy Policy.

We are not liable for your obligations towards the third parties resulting from personal data processing in contravention with this Privacy Policy and the Rules or for your obligations towards the persons authorized by you to process personal data.

8. Cookies

Our website uses cookies (small files placed on website users' hard drive) to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. We use "cookies" to analyze the flow of information; customize the services, content and advertising; measure promotional effectiveness; and promote trust and safety.

Certain cookies contain Personal Data - for example, by clicking to "remember me" when logging in, a cookie will store the username. Most cookies will not collect information that identifies the user, and will instead collect more general information such as how users arrive at and use systems, or a user's general location.

We offer certain services that are available only through the use of cookies. Generally, the cookies perform up to four different functions:

8.1. Essential Cookies

Some cookies are essential for the operation of the system. For example, some cookies allow us to identify registered users and ensure they can access the whole system. If a registered user opts to disable these cookies, the User may not be able to access all of the content of the system.

8.2. Performance Cookies

Other cookies may be used to analyze how the users use the systems and to monitor system performance. This allows us to provide a high quality experience by customizing the offering and quickly identifying and fixing any issues that arise. For example, performance cookies may be used to keep track of which pages are most popular and to determine why some pages are receiving error messages. These cookies may also be used to highlight products or site services that will be of interest to the users based on their usage of the System.

8.3. Functionality Cookies

Functionality cookies are used to allow us to remember some users' preferences.

8.4. Behaviourally Targeted Advertising Cookies

We may use cookies to serve the Users with advertisements that are relevant to them and their interests. Oriflame may also use third party cookies in regard of market research, revenue tracking, improving site functionality and monitoring compliance with these terms and conditions and copyright policy.

8.5. Google Analytics

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We use Google Analytics to understand how visitors engage with our sites and apps. This means that when you visit our website or use one of our mobile applications your browser automatically sends certain information to Google. This includes, for example, the web address of the page that you're visiting and your IP address. You will find the details of how the Google technology collects and processes data following this link: <https://www.google.com/policies/privacy/partners/>.

If you don't want the Google Analytics to be used in your browser, you can install the Google Analytics browser add-on. You can find more about the Google Analytics and Google privacy policy [here](#).

Users are always free to decline cookies if their browser permits, although doing so may interfere with their use of some of Oriflame Systems. Please find detailed information on how to disable cookies [here](http://www.allaboutcookies.org/manage-cookies/) (<http://www.allaboutcookies.org/manage-cookies/>).

More detail on how businesses use cookies is available [here](http://www.allaboutcookies.org/) (<http://www.allaboutcookies.org/>).

9. Changes to our Privacy Policy

Any changes we may make to our Privacy Policy in the future will be posted on our website and, where appropriate, notified to you by e-mail or otherwise. The amendments will be also available at our premises. They will be effective as of the publication date. Your use of the site subsequently to the publication of the amended Privacy Policy or a placement of order with us will be deemed acceptance of such changes.

10. Contact and complaints

Questions, comments, complaints and requests regarding this Privacy Policy are welcomed and should be addressed to our Customer Experience Center at contactcenter.india@oriflame.com or to the specially designed e-mail address privacy@oriflame.com addressed to our grievance officer Mr. Bertrand Rousseau, Group Risk and Compliance Director.

If you believe that we have not complied with this Privacy Policy, you may also write to the address above or call our Customer Experience Center at 40409000 or 01166259000. Please describe in as much detail as possible the ways in which you believe that this Privacy Policy has not been complied with. We will investigate your complaint promptly.

[Click here to refer Digital Guidelines Handbook](#)

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