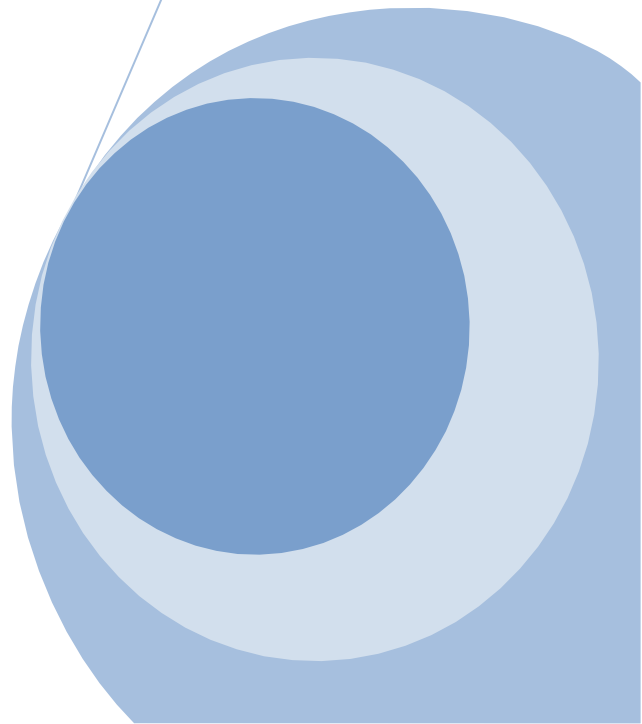
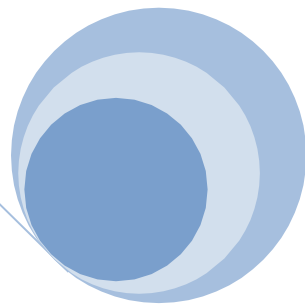
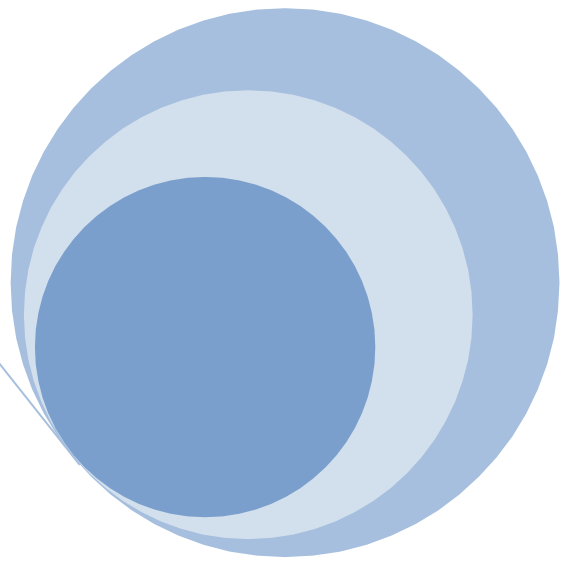




BUSINESS



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COMPANY PROFILE

ARL Retail Pvt. Ltd. is a company incorporated under the Companies Act, 1956. ARL is a FDSA (Federation of Direct Selling Association) member company, deals in ARL Brand Wellness, Personal Care and FMCG products. The company is driven by dedicated and experienced professionals and aims to provide value-for-money to its customers.

ARL Retail Pvt. Ltd. has an exclusive range of products. ARL Wellness range is “Nutrition Plus” and Personal Care is under the brand of “Cue 9”. The FMCG products range includes ARL Ayumix Bath Soap, ARL Kadak Tea, ARL Densodent Toothpaste, ARL Cardiolute Rice Bran Oil, ARL Harvest 85, etc. These products are either available at company owned offices, depots, its retailers, franchises or are delivered thru product tie-ups.

Customers are the key force driving our business and we are always committed to always serve them to their satisfaction.

ARL – CONTRIBUTING IN NATIONAL ECONOMY

During the decade of late 90’s, the use of technology suddenly opened the doors of capital intensive business world to common people and started offering opportunities to everyone.

During the year 2000, a few professionals selected a few products suitable for Indian socio-economic structure and promoted under ARL brand simply to dig out talent from deprived lot of society who did not get any opportunity of climbing on social ladder. The business model was designed in such a way that it can bring out the talented people from all walks of life and from all age group.

ARL Retail Pvt. Ltd. is a company selling the best quality products of Wellness, Cosmetics, household and FMCG range and offer training session for skill development of young sales force. The company is driven by dedicated and experienced professionals and aims to provide their customers full value-for-money with buy-back satisfaction guarantee.

The company has spread its wings across North, East and South Indian states, more into Tier II & rural areas through word of mouth penetration, creating self-employment for unskilled youth & housewives and has emerged as a savior of Deprived Small & Medium Entrepreneurs.

ARL Retail Unique Direct Selling Opportunity Gives:

- A great earning opportunity to supplement your household income.
- An opportunity to be associated with the world’s premier Product company.
- Low start up cost.
- Exciting new products.
- Household and daily need products, wellness and business training
- Rewards and Recognition
- Flexible working hours
- Personality development

DIRECT SELLING

Direct selling is a vibrant, rapidly expanding channel of distribution that has proven to be a highly successful and effective method of rewarding direct sellers (independent business owner) for the marketing and distribution of products and services directly to consumers. In ARL, IT IS ENTIRELY OPTIONAL TO PARTICIPATE AS AN INDEPENDENT BUSINESS DISTRIBUTOR. Please note that Direct Selling is a very simple business but its NOT EASY or GET RICH QUICK SCHEME. It requires very HARD WORK as you sell the products. ALL THE INDIVIDUALS ARE ADVISED TO START THIS BUSINESS AS PART-TIMERS ONLY.

Direct selling provides important benefits to those individuals:

- 1) Who desire an opportunity to earn an income and build a business of their own with complete business & product knowledge.
- 2) Who desire a flexible income earning opportunity to supplement their house hold income, or whose responsibilities or circumstances do not allow for regular full time or part time employment.
- 3) **Women Empowerment** - Any country which focuses on women education and participation in economy, is destined to prosper and figure in the front line of development. ARL has given not only equal business opportunity to women but also flexible working hours suiting to their family obligations and thus created large number of taxpaying women entrepreneurs.
- 4) Who desire to be proactive and positive about their lives instead of waiting for the economy to improve, the next salary increase or hoping for circumstance to change.
- 5) The cost for an individual to start an independent direct selling business is very little as it requires no stocking of products. This stands in sharp contrast to franchise and other business opportunities which may require substantial expenditures and expose the individual to a significant risk of loss.
- 6) It also brings the advantage benefiting from an existing business strategy. Individuals enjoy all the benefits of being in business for themselves whilst at the same time benefiting from administrative and marketing support, top quality products by the direct selling company.
- 7) Consumers benefits from direct selling because of the convenience and service it provides, including personal demonstration and explanation of products and satisfaction guarantees.

Anyone can get involved in direct selling. Thousands of men and women across all age group have achieved success. From teenager to beyond retirement, people can enjoy the benefits of financial rewards and personal development. And there is no need for a diploma/degree or previous experience - the direct selling company provides the training to get going.

The Direct Seller creates a “network” of people who work directly for themselves and indirectly for the person who introduced them into the network i.e. “A” contacts “B” who contacts “D”, and so on. This lineage of people is (typically) called a “down line”. Financial reward is gained through incentives paid on the individual’s products sales, and on his/ her downline product sales. Please note that there is **NO COMMISSION PAID** for registering any new distributor (IBO). Secondly, creating your team or network is also entirely depending on individuals. There is provision of earning commissions without creating any team or network. **This means one can earn money without creating any team, network, downline, etc.**

Over half of the direct selling companies worldwide, and almost all new direct selling companies, use network marketing as a means to promote their business.

However the success of any business depends upon how well individuals “duplicate” their efforts. All independent business owners personally use the products and should receive and give regular training regarding products and business skills.

The emphasis in Network Marketing is for the independent operator to be a product user, sell products to a small base of their own customers, and to introduce, train and develop many other product users who will also sell products to a small base of their own customer, train and develop other product user etc.

The Government has taken strong initiative to define and legalize the Direct Selling in India. Ministry of Consumer Affairs has notified the Model Direct Selling Guidelines 2016 on dated 26 October 2016 which has defined the genuine Direct Selling and distinguished it from the Money Circulation Schemes. These Guidelines are being adopted by some States for its implementation to create harmonious business environment.

ARL Mission

ARL aims to make India a developed nation by generating self-employment opportunities, educating the masses and raising the standards of living.

ARL Vision

India is a young country, full of aspirations and hopes. Ironically, majority of young people are from deprived lot of society where opportunities seldom reach. Providing income opportunities and raising the standard of living of people in lower strata of society is our priority agenda.

For India to become a developed nation, the young population needs personality grooming and skill development on priority. We at ARL, are looking forward to motivate the masses for self-reliance and learn the management skills.

COMPENSATION PLAN

To participate in the Compensation Plan, a consumer has to change one's status to an Independent Business Owner (IBO) by fulfilling following conditions:

1. Buy any product of one's choice from any existing Distributor of the Company.
2. If he/she is satisfied with the products and would like to become an Independent Distributor, he/she may register online thru company website www.arlretail.com which is free of cost.
3. Sign an IBO agreement by accepting its Terms & Conditions.

The ARL Independent Business Owner Compensation Plan makes ARL-IBO earn income based on merchandising of high-quality products. (Selling and using the products is one segment of building a balanced and successful business, which also includes creating a sales team).

An IBO may earn commissions based on the overall sales volume generated through the consumers he/she serves and through the business organizations of other ARL-IBOs. *Simply stated, the ARL Independent Business Owner Compensation Plan rewards you for selling products directly and by others who is/are part of ARL-IBO's sales team.*

The ARL Independent Business Owner Compensation Plan rewards several levels of achievement. Each ARL-IBO is an independent businessperson, whose individual success depends on his/her own selling efforts and the selling efforts of those customers who are working as ARL-IBO in the team. Gross income from ARL-IBO's independent business is based on a combination of what is referred to as immediate income – retail mark-up on sales to customers – plus any bonuses earned on ARL-IBO's overall sales volume.

Immediate Income Through Retailing

ARL-IBO's immediate income in ARL is the difference between the price of his/her purchase at distributor price (DP) and the price at which he/she sells the products to his/her own customers. ARL-IBO derives this income immediately upon each sale to a customer. For the retail prices of all products please refer to latest price list published by the company from time to time. Each ARL-IBO is entitled to determine independently the prices at which they sell products (not more than MRP) to other customers.

To know more about compensation plan, please visit our website www.arlretail.com.

Successful Business-Building

Business success includes three facets: gets first-hand experience of the product yourself; move the products to your frontline ARL-IBOs and other consumers; educating the consumers to work as ARL-IBOs and own a business of their own.

Marketing Products

Step 1. Get to know the products.

Visit www.arlretail.com to get familiar with the products. Product sales are key to grow your business. Think about which products you and others would most likely use again and again.

One way to get started is to select some of our most popular products, easiest to sell.

For an IBO, network building or creation of downlines is not obligatory to earn commissions. To know how to earn commissions without sponsoring or building any team, please see our compensation plan at our website www.arlretail.com.

Step 2. Introduce products to others.

Using products will help you talk about them with friends and family. Tell them about your personal favorites and they'll likely be interested in buying them based on your enthusiasm and recommendation. You can earn immediate income by offering products to consumers at a price you determine (not more than MRP) over the price you pay distributor price (DP). For updated price of the Products, newly released products & any other company related information, please visit our website, www.arlretail.com.

Step 3: Build for profitability.

You'll have wide latitude in how you build your independent business. But our experience says that ARL-IBOs who build successful businesses experience the products first to become familiar with them and then balance their efforts by selling products to non-ARL-IBO consumers and educating them to become ARL-IBOs, who might do the same. In the meantime, successful IBOs enjoy the added benefit of buying great products at ARL-IBO Distributor Price (DP) for their own use.

Learn about the products: Product experience is the best sales tool. When you become familiar with their high quality and unsurpassed performance, you'll be able to speak confidently about your products and begin selling to non-ARL-IBO consumers.

Selling: Selling products to non-ARL-IBO consumers and generating a consumers base is the foundation for success of your independent business. The quickest way to earn income is from your retail mark-up on product sales to consumers.

Sponsoring: To expand your business even further, you'll want to share the business opportunity and educate others to sign the agreement with the company who express interest. You'll take on a leadership role and responsibility for training those new ARL-IBOs, just as you were trained by the ARL-IBO who educated you.

Registering Other IBOs

Step 1. Ask your senior IBO for help.

The person who educated you about the business is most likely has a proven system for generating sales volume and showing the ARL-IBO Compensation Plan to people you know who might be interested in becoming ARL-IBOs. Work closely with that person when you present the ARL-IBO Plan to others.

Step 2. Get to know www.arlretail.com.

Visit www.arlretail.com. Check out all the links. Then check out the other headers in the main tool bar. Become familiar with the new, simplified categories and navigation. This will save your time and enable you to show prospects how easy the ARL website is to use.

Step 3. Recommend the Products.

Buying product for show/demo is recommended for new ARL-IBOs when they sign the agreement. Our finding shows that ARL-IBOs who have products with them are more likely to succeed in their early months.

Also we have seen that ARL-IBOs with products are more productive and better placed to convince others to opt for the business.

Know the Business and the Products.

Your senior ARL-IBO is a great source for information on building a business. Another source is the training programs developed by ARL. Topics include getting started, selling products, and growing your business. Visit www.arlretail.com. There you'll find the Business Centre and the Training & Education section.

You can also take advantage of training that is offered by many senior ARL-IBO's at various places. You may attend many events including instructor-led workshops.

BUSINESS OWNER GUIDE

An Independent Business Owner is required to comply with all Policies, Procedures, Rules and Regulations contained in this literature and in the Independent Business owner Application and Agreement or that may from time to time be introduced by the Company. The Company reserves the right to amend these Policies, Procedures, Rules and Regulations from time to time.

General Rules

1. An Independent Business owner is one who has completed an Independent Business owner Application and Agreement and has been accepted by the Company as an Independent Business owner. All Application and Agreement Forms with KYC need to be completely and correctly filled before submitting the same online or to the registered office of the Company. Also Sponsor Independent Business owner Number needs to be properly mentioned and all entries need to be made in bold, block letters to facilitate correct computer entry (if offline form is filled). Failure to do the above would result in non-acceptance of the individual's application for enrolling as an Independent Business owner in the Compensation Plan.
2. The Company reserves the right to accept or reject anyone as an Independent Business owner without assigning any reason thereof. On confirmation of any individual's

Independent Business owner Status with the Company's Compensation Plan, the said Independent Business owner receives an Acceptance Letter or SMS from the Company.

3. All participants in the Business Plan must be major aged 18 years or above.
4. Upon acceptance of the applicant's Independent Business owner Application and Agreement form, the term of the Independent Business owner Application and Agreement will be done for one year from the date of acceptance of application. The Independent Business owner Agreement must be renewed annually for the Independent Business owner to be eligible for any of the incentive opportunities outlined in the Compensation Plan and elsewhere. The Company reserves the right to reject any application for new applications or applications for renewals. If an IBO makes minimum purchase of Rs. 500/- per month, then he/she will incentivize with Retail commission as per his/her achieved level. This purchase is Rs. 1,000/- per month after achieving 21% level.
5. If a participant elects not to renew the Independent Application and Agreement, all rights to receive income and rank position will be treated as nov-active and the distributorship will remain on hold. Reminder mail/SMS will be sent to the registered address/email address.
6. A partnership firm, private limited company, corporation, limited company, society, association of individuals is not permitted to be an Independent Business owner in the Business Plan. No individual may, however, participate in more than one organization or downline network in any form. Only in the most extreme and extraordinary circumstances will this be considered. One PAN will be allowed for one Business Centre.
7. Any violation of the Rules, Regulations, Policies and Procedures, terms of this or any other policy that the Company may set from time to time by any Independent Business owner may result in the cancellation of the said Business owner's Independent Business owner Application and Agreement upon written notice of cancellation by the Company to the said Independent Business owner's last known address of record. The Business Plan, or Compensation Plan, as presented on official Company literature and the statement of Rules, Regulations, Policies and Procedures as amended from time to time, are incorporated into the Independent Business owner Application and Agreement and any addendum as displayed on the notice board maintained in the registered office of the Company there to, and all such documents constitute the entire agreement of the parties regarding their business relationship. The Company expressly reserves the right to alter or amend the Independent Business owner's cost of products, Rules, Regulations, Policies and Procedures, product availability and/or formulation, and the Business Plan. Upon notification by display on the notice board maintained in the registered office of the Company, such amendments are automatically incorporated as part of the Independent Business owner Application and Agreement between the Company and the Independent Business owner.
8. Partial Invalidity: Should any portion of the training material, Rules, Regulations, Policies and Procedures, Independent Business owner Application and Agreement, or of any other to herein or issued by the Company, be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.
9. The Spouse of an Independent Business owner can apply as an Independent Business owner in the Business Plan in the network of his/her spouse only. However the company prefers that the couples should work together as one entity for better results.

10. Identification: On acceptance of the Application Form of an applicant, the said application will be given the status of an Independent Business owner with corresponding Independent Business owner Identification Number and an online Identification Card which will have to be renewed by the said Independent Business owner from the Company every year.
11. Distributors who have not earned any commission for the last nine months or have not made any repurchase in the last nine months will be considered as inactive distributors. Inactive distributors are free to re-register under an active distributor anywhere in the company.
12. In case of termination or suspension of the Independent Business owner, the support system to the network will be provided by the immediate senior upline or upline active Independent Business Owner. Henceforth, each independent group will be shifted up and attached with the supporting upline leader for proper business development.
13. **Sales Compensation cheques & TDS** (tax deducted at source) certificate will be issued only after receiving PAN (permanent account number).

Car Fund

The purpose of Car Fund is to help distributors to purchase new car or maintain their existing car which will help them grow their business. The criteria for car fund for the distributors who eligible for the same is as follows:

- a. The company will release the car fund on monthly basis to all the distributors who already have car or are paying monthly EMIs of their car.
- b. Company will hold the car fund of those distributors who don't have car till the time they purchase the same.
- c. Company will release the total car fund of the distributors who wants to buy a new car. For this, the distributor will have to send the price quotation of the car along with bank account details of the car dealer. The total hold car fund will be transferred to the car dealer account.

Travel Fund

Travel fund is a business tool which can be used for business conferences, meetings, foreign trip etc. Travel fund can be used as:

- a. Foreign Trip: For team or family travel.
- b. Travel within India: Travel with team for business conference, business meeting, etc. For team travel for business purpose, all the participants need to be eligible for travel fund. Hotel booking and payment will be done by the company directly.

House Fund

House fund will be given on monthly basis to all the distributors who are eligible for the same as per their total team's business in the particular month.

PARTICIPANT RESPONSIBILITIES

1. Independent Business owner are independent marketing Business owner of the Company and are not purchasers of a franchise or a Business Opportunity. The Agreement between the Company and its Independent Business owner does not create an employer / employee relationship, agency, partnership, or joint venture between the Company and the Independent Business owner. All Independent Business owners are responsible for paying applicable taxes due from earnings of sales incentives generated as an Independent Business owner of the Company. The Independent Business owner has no authority (expressed or implied) to bind the company to any obligation. An Independent Business owner need not have any prescribed hours of working and may determine his/her own methods of promotion of company products,

so long as the said Independent Business owner complies with the Rules, Regulations, Policies and Procedures as laid down by the Company from time to time.

2. In the conduct of his/her business, the Independent Business owner shall safeguard and promote the reputation of the products of the Company and shall refrain from all conduct which might be harmful to the reputation of the Company or to the marketing of its products that are inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
3. INDEMNITY AGREEMENT- Each and every Independent Business owner agrees to indemnify and hold harmless, the company (ARL Retail Pvt. Ltd.) and its officers, agents and directors, against any claims, demand, liability, loss, cost or expense, including but not limited to attorney's fees, arising or alleged to arise in connection with that Independent Business owner or any Independent Business owner's business.
4. The Business Plan is built upon retail sales to the ultimate consumer. All incentives are based on sales volume. The Independent Business Owners may wish to purchase the Company's products in reasonable volume for their own personal consumption.
5. All Independent Business owner are responsible for paying local, state and central taxes due on earnings from incentives generated as a result of the sale of the Company's products, whichever is applicable. Each Independent Business owner shall comply with all taxes and regulations governing the sale of the Company's products.
6. Upon death or incapacity of the Independent Business owner, his or her legal rights to incentives and marketing position, together with Business owner responsibilities, shall pass on to his or her nominee/s as per the Independent Business owner, upon written application and approval by the Company. The succeeding Independent Business owner must meet general qualifications for participation, and agree to fulfill all responsibilities of the Independent Business owner. An application in this regard should reach the company within six months from the date of death of the IBO else Company shall be at liberty to terminate the ID of the IBO. For this period the Company will keep his ID in abeyance.

NO REGISTRATION FEE

We at ARL do not charge anything from Consumers in lieu of Registration / Joining fees. We also do not accept advance or part payment towards the purchase of the product.

NO RENEWAL CHARGES/FEES

We do not charge any renewal fee or annual charges from our IBOs for continuation of their Distributorship with the company. However, all the IBOs are required to submit their duly filled KYC annually for continuation of Distributorship and also accept Terms & Conditions updated from time to time.

PRODUCT PURCHASE BY CONSUMERS

Anybody can buy our products with or without registering as consumer though an introduction of existing IBO (Independent Business Owner)

MONTH END PROCEDURE

On the last working day of the month, all distribution centres will accept Application Form and Order Form upto 4.PM.

Orders received after the last working day of the month will be included in the following month, regardless of the date shown on the order form.

All offline locations will close one day before the last working days as mentioned above.

ARL Retail Pvt. Ltd. will not be responsible for missed commission levels and will not be able to entertain any queries on the same.

BUY BACK POLICY

ARL Retail Pvt. Ltd. gives satisfaction guarantee to its business owners. In case the customer is dissatisfied with the product, Company will refund/replace the same.

The above product must be returned in saleable condition within 15 days from the date of purchase along with original invoice and a letter from the customer stating the reason for return.

ARL Retail Pvt. Ltd. also has a replacement policy in case of any of the following:

- Incorrect product delivered
- Defective product packaging
- Sub-standard quality of the product

COOLING OFF PERIOD

Any person registered as an IBOI, can review his/her decision for exit within 15 days from the date of registration with full refund of the product purchase cost paid to the company.

SPONSORING OR INTRODUCING

INDEPENDENT BUSINESS OWNERS ARE COMPENSATED ONLY FOR PERSONAL SALES, OVERRIDES AND AN INCENTIVE ON THE SALES GENERATED IN THEIR TEAM/DOWNLINE ORGANISATION ACCORDING TO COMPANY POLICY. AN INDEPENDENT BUSINESS OWNER IS NOT PAID FOR SPONSORING OR INTRODUCING NEW BUSINESS OWNER.

1. As an Independent Business owner of ARL Retail the Independent Business owner has the right to sponsor other Independent Business owner into the business. It is the responsibility of each Independent Business owner to seek out individuals who may be interested in becoming users of the products and/or participants in the Compensation Plan.
2. Any Independent Business owner who sponsors other IBOs in the Company's Business Plan must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale and/or delivery of product to the ultimate consumer, and in training of those sponsored. The Independent Business owner must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to newsletters, written correspondence, personal meetings, telephone contact, training sessions, accompanying individuals to the Company's seminars and training. From time to time the Company may request proof of such ongoing fulfillment of sponsor responsibilities.
3. Each Individual has the ultimate right to choose his/her own sponsor. If two Independent Business owners should claim to be the sponsor of a given individual, the Company shall regard the first application received in the registered office as controlling.
4. **There is no "Guarantee" involved in the Compensation Plan. Those who sponsor widely but who do not help new Independent Business owner develop their business will meet with limited success. Therefore, a major responsibility of sponsorship is to work with new Independent Business owner, helping them learn the business and encouraging them during the critical early months. The IBO will be eligible for income as per the volume of sale of Products/Business done by him, subject to the eligibility norms formulated by the Company from time to time. The company does not guarantee/assure any particular or fixed income to the IBO.**
5. Independent Business owner Transfer of Sponsorship: the Company does not permit transfer of sponsorship under any circumstance.

CROSS SPONSORING IS STRICTLY NOT ALLOWED

What is Cross Sponsoring?

- a. Signing up of an existing distributor from another group.
- b. Signing up of wife in different group, when husband is already a distributor or vice-versa.
- c. Signing up under another sponsor to operate when his/her distributorship is still valid.
- d. Allowing other people or relatives to use his/her distributorship to do the business.

- e. If son or unmarried daughter joins the business with their own ID, but their line of sponsorship is not under their family ID; then such case will be treated as cross sponsoring and the ID taken by son or unmarried daughter will be terminated.

In the event of cross sponsoring the following action shall be taken:

1. If the cross sponsoring complaint is received after 6 months from the date of new ID generation by the existing distributor, the same will not be entertained. On receipt of such a complaint, one of the ID of the distributor in question will be terminated, whichever may deem fit, and the network will remain with the active ID.
2. If the company received the complaint within 6 months of Cross Sponsoring, the company will terminate the second/new ID of the distributor at fault and shift with entire network back to the old group.

The company reserves the right to terminate the offending distributor at its own discretion and withholds bonus payments of the offending distributor till the settlement is executed.

The decision of the company will be final and binding on the distributors in question.

INACTIVE DISTRIBUTOR

1. Irrespective of the level attained, if the distributor is found not to have placed any order/no self-purchase in the preceding 9 months, then he/she will be termed as "inactive distributor"
2. Company reserves the right to take any decision (including termination) of distributorship of an inactive distributor.

ELIGIBILITY FOR SALES INCENTIVE / INVENTORY OVERLOAD PROHIBITION

1. To be eligible for monthly override incentives, the Independent Business owner must comply with supervisory responsibility requirements as outlined herein.
2. The company encourages each Independent Business owner to keep accurate sales records.
3. The compensation Plan is based upon retail sales to the ultimate consumers; therefore, promotion of unnecessary purchases, inventory overload or pyramiding is strictly prohibited.

PROMOTIONS

All promotions and calculations of Incentives are done on the last day of every calendar month or time specified by the company. Promotion from one level to the other can only occur once in a month basis. The Company reserves its right, for purposes of calculation of Incentives, to change the day to any other day if the circumstances so warrant.

ADVERTISING

1. Independent Business owner may not advertise the Company's products and/or Compensation Plan, except as specifically approved in writing by the Company. Independent Business owner shall not make any false or fraudulent representation about the Company, the products, the Compensation Plan, or Income potentials.
2. The independent Business owner agrees not to promote the Company's products in any way other than through the advertising or promotional materials made available to Independent Business owner by the Company. The Independent Business owner agrees not to use any written, printed, recorded or any other material in advertising, promotion or describing the product or the Compensation Plan, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing before being disseminated, published or displayed.
3. No claims regarding any therapeutic or curative effects of any of the Company's products may be made, except those officially approved in writing by the Company or as contained in official literature. In particular, the independent Business owner shall NOT make any statement/representation of any "contradictory nature" of the Company's products or misrepresentations of the potential income earnings. Such statements can be perceived as unfair trade practices, and as such, violate the Company Policy. Violation of this clause will result in immediate termination for the said Independent Business owner. Refer to Termination clause.
4. The Independent business owner, as an independent contractor, is fully responsible for all the verbal and written statements made regarding the product and Compensation Plan which are not expressly contained in writing in the current Independent Business owner Application and Agreement or other Company materials, advertising or promotional materials supplied directly by the Company. The Independent Business owner agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as result of the Independent Business owner's unauthorized representation.

The Company does not permit the use of its copyright, designs, logos, trade names, trademarks, etc. without prior written approval by the Company. All Company materials, whether printed, or film, or produced by sound recording are copyrighted and may not be reproduced in whole or in part by any person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. **Independent Business owner may not produce, use or distribute any information related to the contents, characteristics or properties of the Company's products, which has not been provided directly by the Company. This prohibition includes but is not limited to print, audio or video media.**

Independent Business owner may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its Independent Business owner, nor may an Independent

Business owner purchase, sell or distribute non-company materials which imply or suggest that the said materials originate from the Company.

Any display advertisements or institutional or trademark advertising copy not covered by the preceding must be submitted to the registered office of the Company and approved in writing by prior to publication or usage. All advertising copy, direct mailing, radio, TV, newspaper and display copy must be approved in writing before being disseminated, published or displayed.

CLAIMS AND MISREPRESENTATION

1. INCOME CLAIMS

No false or misleading income projections should be made to prospective Independent Business owner. In their enthusiasm, Independent Business owner are often tempted to represent hypothetical income figures based upon the inherent power of Network Marketing as actual income projections. The Company firmly believes that income potentials are great enough to be highly attractive even when based in reality, without resorting to artificial and unrealistic projections.

2. REPRESENTATION OF STATUS

In all cases, any reference the Independent Business owner makes regarding himself/herself must clearly set forth the Business owner's Independent status.

3. BUSINESS CARDS & STATIONERY

Any printed material, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Independent Business owner.

4. PRESS ENQUIRIES

Any inquiries by the media are to be referred immediately to the Company. This policy is to ensure accuracy and a consistent public image.

WAIVER

- The Company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business.
- If any time the Company gives permission for a breach of rules as a special case, that permission does not extend to future breaches.
- This provision deals with the concept of "waiver", and the parties agree that the Company does not waive any of its rights under any circumstances short of the writing confirmation alluded to above.

NO EXCLUSIVE TERRITORIES

There are no exclusive territories for marketing purposes, nor shall any Independent business owner imply or state that he/she does hence an exclusive territory. However, the Company encourages Independent Business owner to build and manage their sales organizations for a responsible growth.

TERMINATION

1. VOLUNTARY RESIGNATION: At any time and for any reason, the Independent Business owner may elect to terminate his/her contract with the Company. This can be accomplished by sending written notification to Company registered office.
2. INVOLUNTARY TERMINATION: the Company reserves the right to terminate the agreement with the Independent Business owner at any time or cause when it is determined that the Independent Business owner has violated the provisions of the Independent Business owner's Application and Agreement or other regulations, including the provisions of these rules, regulations, policies, and procedures as they may be amended or the provisions of applicable laws and standards of fair dealing. Such involuntary termination shall be made by the Company at its absolute discretion. Upon an involuntary termination, the terminated Business owner agrees to immediately cease representing himself or herself as an Independent Business owner. Where applicable state law on termination of agreement with the Independent Business owner is inconsistent with Company policy, such state law termination procedures shall be done in force.

When a decision is made to terminate the agreement with the Independent Business owner, the Company will inform the said Independent Business owner in writing that such agreement with the Independent Business owner is terminated with immediate effect, i.e., as on the date of the written notice sent under registered post acknowledgment due, to the last recorded address of the said Independent Business owner.

The Independent Business owner will have seven working days from the date of receipt of the notice to lodge his application/representation in writing with the Company. The Independent Business owner must submit his or her written application/representation with relevant documentation and such application shall be reviewed by the Company. The decision on his application shall be treated as final and binding and be thereafter sent to the Independent Business owner.

- A. The Company reserves the right of not accepting any application form from an individual whose cancellation as business owner has happened within the cooling off period.
- B. In case a business owner whose application has been rejected or refunded and signs-up with any other network. The company reserves the right to
 - (i) Cancel his Independent Business owner Status
 - (ii) Forfeiting of his incentive cheques
 - (iii) Cancellation of all rewards and recognition

FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, any type of redirection by Government (Central and / or State), Local Authority, etc.

INDEPENDENT BUSINESS OWNER AGREEMENT
TERMS AND CONDITIONS

I hereby agree to become an Independent Business owner of the Company, represented by ARL Retail Pvt. Ltd., and to participate in its Compensation Plan AS AN INDEPENDENT BUSINESS OWNER, I UNDERSTAND AND AGREE THAT:

- 1) I am a major and legally competent to execute this agreement.
- 2) I shall become an Independent Business owner upon acceptance of this application. I shall have the right to promote the products offered by the Company in accordance with the marketing programmed, Compensation Plan, and Rules, Regulations, Policies and Procedures.
- 3) The Company, at its discretion, may amend the Compensation Plan, its Rules, Regulations, Policies and Procedures and terms and conditions of this Business owner Agreement. I shall keep in regular touch with company head office to know the latest amendments, alteration, decision and developments done by Company and visit the company website www.arlretail.com for the same.
- 4) I have carefully reviewed the Compensation Plan or Business Plan, Rules, Regulations, Policies and procedures, and acknowledge having studied the same and unconditionally agree to the same being modified from time to time.
- 5) I also understand and agree that my status as an Independent Business owner in the Compensation Plan is valid for one year commencing from the date of my application to be enrolled as an Independent Business owner and shall be renewable each year without any renewable fees as per the Company policy by submitting duly filled KYC every year and also accept Terms & Conditions updated from time to time.
- 6) Upon acceptance of this application form by the Company, I will be an Independent Business owner responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any labour laws and shall not claim any E.S.I. or Fund, Gratuity, or any other benefits under any act presently in force or such act which may come into force from time to time; including the workman's Compensation Act and Such other allied labour laws.
- 7) I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company, neither shall I advertise the product and/or the Compensation Plan of the Company on my own. I am however permitted to promote the same through personal contact, and as specified by the company.
- 8) I, as an Independent Business owner, while sponsoring other Independent Business owner, must fulfill the obligation of performing a bona fide supervisory, distributing, and selling function in the sale of products to the ultimate customer and in the training of the Independent Business owner. I, as an Independent Business owner, must maintain close liaison with Independent Business owner introduced by me.

- 9) I agree to 'The Compensation Plan' which is a program on retail sales of products to the ultimate consumer, thereby avoiding middlemen and passing on the benefits of such direct sales in the form of sales incentives to the Independent Business owner.
- 10) I acknowledge that an Independent Business owner is a marketing Business owner who provides services to the retail customers of the products offered by the Company and is an Independent Contractor. The position of an Independent Business owner does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the Independent Business owner for the right to distribute the Company's products pursuant to this agreement. The agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between any Independent Business owner, sponsor, and/or the Company.

AS AN INDEPENDENT CONTRACTOR, THE INDEPENDENT BUSINESS OWNER SHALL:

- a) Abide by Central, State and Local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling or distributing of Company products.
 - b) At the Independent Business owner's own expense make, execute or file all such reports and obtain such licences as are required by law or public authority with respect to this agreement and/or such legal action as the Company deems appropriate.
 - c) Be solely responsible for declaration and payment of all local, state and central taxes as they accrue because of the Independent Business owner's activities in connection with this agreement.
- 11) Prior written approval from the Company is required for the following:
 - a) For there to be more than one Independent Business owner in an immediate family, household or business.
 - b) To use or produce any literature other than Company produced literature relating to the products, company, or Compensation Plan.
 - 12) I understand that only a Business owner of the Company who has received training and has a certificate from the Company stating the same; can make a public presentation of the Company's Compensation Plan.
 - 13) I agree and undertake to submit my grievance/compliant/claim against the Company, or a Business owner of the Company if any, to arbitration in terms of the Indian Arbitration and Conciliation Act 1996. However, all proceedings shall be held in New Delhi only. I agree that a breach of this covenant on my part will make me liable for damages and legal cost to the Company.
 - 14) This agreement will be binding upon receipt at the Company registered office and upon the acceptance thereafter by the Company.
 - 15) This agreement shall be governed by the laws as prevailing in India in the state of New Delhi and shall be subject to New Delhi Jurisdiction only.
 - 16) I acknowledge that I have read, and understand and agreed to the terms and conditions set forth in this agreement. This agreement is not in force until accepted by the Company. Any Independent Business owner contravening any rules, regulations and bye laws of this agreement

or deviating from the Company's Compensation Plan, Rules, Regulations, policies and Procedures, or causing any unlawful loss to the Company shall make this Agreement liable for termination with immediate effect and the Company shall have the right to file appropriate civil or/and criminal proceedings against him as the case may be.

17) This agreement constitutes the entire agreement between the Independent Business owner and the Company and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and approved by the Company.

CROSS SPONSORING IS STRICTLY NOT ALLOWED

What is Cross Sponsoring?

- a. Signing up of an existing distributor from another group.
- b. Singing up of wife in different group, when husband is already a distributor or vice-versa.
- c. Singing up under another sponsor to operate when his/her distributorship is still valid.
- d. Allowing other people or relatives to use his/her distributorship to do the business.
- e. If son or unmarried daughter joins the business with their own ID, but their line of sponsorship is not under their family ID; then such case will be treated as cross sponsoring and the ID taken by son or unmarried daughter will be terminated.

In the event of cross sponsoring the following action shall be taken:

If the company receives the complaint of Cross Sponsoring, the company may terminate the second/new ID of the distributor at fault or shift the entire group back under the old ID. The company may take action against the distributor who instrumented the ID generation in an unethical manner. This rule of cross sponsoring is effective from 24.02.2020.

The company reserves the right to terminate the offending distributor at its own discretion and withholds bonus payments of the offending ARL distributor till the settlement is executed. The decision of the company will be final and binding on the distributors in question.

INACTIVE DISTRIBUTOR

1. Irrespective of the level attained, if the distributor is found not to have placed any order/no self-purchase in the preceding 9 months, then he/she will be termed as "inactive distributor"
2. Company reserved the right to take any decision (including termination) of distributorship of an inactive distributor.

PRODUCT PURCHASE POINTS

Distribution of the products is done by the distribution chain starting from Company Office(s) – District Franchise – Shop Retailer – Retailer – Mobile Retail Point.

Products can be purchased from any of these points.

The first step in business is purchasing of product for self-use and selling to customers.

ARL Retail Pvt. Ltd. products can be purchased using any one of the following options:

- 1) Immediate from Mobile retail point: the facility enables a Business owner to pick up an order immediately on submitting an order form, stating the products required.
 - Payment options are DD (in favor of ARL Retail Pvt. Ltd., payable at Delhi) or online transfer
 - Business owners must check availability of stocks and any special offers or promotions before filling the order form.
 - Business owners are advised to check the goods before leaving the delivery counter. Once the business owner leaves the delivery counter it is assured that the goods received are in accordance with the order.
 - Business owners may pick up orders on behalf of their down lines or upline provided they have the required authorization on the order form.
- 2) COD Delivery Point Service (DP): the Business owner can pick up orders placed with the Centre from pre-determined Delivery points against cash.
 - Orders will be held at the Delivery Point for a period of three days. In case a Business owner fails to collect the order within that period, the same will be returned to the service centre and the delivery will be treated as a returned order (RTO) and the Business owner will be charged a service fee of Rs.150 along with the octroi or any other charges (as applicable) on the consignment.

You will find a complete list of all our offices / Franchises / Retailers / Pick-up Points in company website www.arlretail.com. Please contact your Regional Centre to get an updated list (Since Offices are continuously being added).

HELP DESK

All ARL Retail Regional Centre offer Help Desk to address all queries, complaints and suggestions.

Company Registered Office Address:

M/s. ARL Retail Private Ltd.

F-301/302, 3rd Floor,

Aditya Complex,

Plot No. 4, Sector – 10 Market,

Dwarka, New Delhi – 110075

Customer Care No. : 011- 4288 4288 (6 lines)

Timings : 10:00am to 06:00pm (Sunday Closed)

Email : customercare@arlretail.com