

Terms & Conditions

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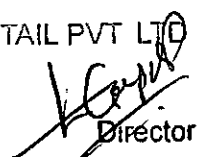
INDEPENDENT BUSINESS OWNER AGREEMENT FORM

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.
- 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 as the Company may decide 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

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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' is a programmed built 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:

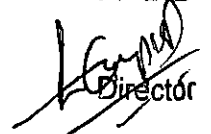
Abide by Central, State and Local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling or distributing of Company products.

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.

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/complaint/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.

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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 agree 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.

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Director