

Terms and Condition

- Being a Distributor of **ARPRAG TRADEMART PVT.LTD.**, I agree to conduct my **ARPRAG** business according to the following ethical guidelines.
- I/We undertake that I/We have understood the use of the product and the compensation plan with a clear state of mind.
- I/We, am/are enrolling as a distributor of **ARPRAG TRADEMART PVT.LTD.** and state that I/We have read and accepted the Code of ethics and the Rules of conduct as printed overleaf.
- I/We further certify that all the information written here is true and correct.
- I/We will operate my/our business by buying products on my/our own expenses.
- I/We will not make any claims, representation or any statement about the products other than stated in the official company literature.
- I/We will not identify **ARPRAG TRADEMART PVT.LTD.** against any liability arising from any false claims/ commitments and representations or any unethical statement made by me/our.
- I/We agree to abide by the Marketing Plan, Distributor Code of Ethics as well as the Rule and Procedures as set for in the Literature and Manual of **ARPRAG TRADEMART PVT.LTD.** or any circular that may be printed periodically.
- I/We understand that my distributor-ship may be revoked should I/We fail to Comply with the above-stated conditions.
- Any person minimum at the age of 18 years and above may become an **ARPRAG** registered distributor and any existing distributor of **ARPRAG TRADEMART PVT.LTD.** must sponsor him.
- As an **ARPRAG** distributor, I will guide, treat all my co-distributor as a professional to my best and the same I would have them treat me.
- I will with my full honesty & integrity, present the **ARPRAG** Products and business to all clients/distributors only with the approved ways of **ARPRAG** Publication and Presentation.
- I will readily & politely handle all the guidelines, procedures mentioned in official publication at any presentation of **ARPRAG TRADEMART PVT.LTD.**
- I will conduct my business & activities in such a manner, reflecting highest standards of integrity, openness and responsibly reaching new heights of network Industry.
- I will accept and carry the responsibility as an **ARPRAG** Distributor and setting up good examples for business partners of all my up line of sponsorship and my down lines to be a team worker and good leaders.
- In my **ARPRAG** Product sales presentations & activities, I will protect the name of the company by presenting the approved publication of compensation plans & product authorized catalogs.
- It will solely be my responsibility to guide and to help my down lines to learn the principles and guidelines of **ARPRAG TRADEMART PVT.LTD.** Code of ethics, rules of conduct, product presentation and compensation plan as a tool to start with their **ARPRAG** Distribution-ship.
- It will be my responsibility to motivate my team distributors to take initiative and necessary training, attending seminars to realize their potential business as own.
- I will promote a spirit of teamwork among all distributors/down lines & creating a healthy bonding.
- I will not follow any unethical conduct with my downlines by means of not providing them any support, blocking their money, taking their ID's and if I am found guilty towards my job and my downline then company can take legal action towards me. And if a company will get continue complaints from my downline against me then also the company can take legal action or strict action towards my guilt.
- I will not work with any other MLM company while working with **ARPRAG TRADEMART PVT.LTD.** If in any unavoidable situation, if I left **ARPRAG** Business then I won't spread any rumors, say badly words either verbally or written which will harm the reputation of the company in the market. If I am found doing so, then the company can take legal action as per government rules and regulations to protect its ethics and reputation.
- Joining as an **ARPRAG DISTRIBUTOR** (Direct Seller) is Free of Cost. Company reserves the right, at its sole discretion, to accept or refuse any application. Prospective associate /new Joining is required to undergo mandatory orientation session about direct selling and company.

- Distributor has the right to put only 1 ID in compensation plan of **ARPRAG TRADEMART PVT.LTD.**
- To get your commission all **ARPRAG** Distributors must submit the following documents for completing KYC; -
 - Copy of Government issued Identity Card - Copy of Residential Proof
 - Copy of Permanent Account Number (PAN)
 - Passport size photograph
 - Cancelled Bank Cheque/ Bank Pass Book Front Page
- If Any Distributor found involved in snatching/cross legging / illegal and/or anti-company activities, he/she will be immediately terminated from **ARPRAG TRADEMART PVT.LTD.** without any notice.
- If Any Distributors not purchased any product on their Distributor's ID during one month of Registration than that ID removed automatically from the software.
- If Any **ARPRAG** Distributors not purchased any product on self-Distributor ID during the period of six months then **ARPRAG TRADEMART PVT.LTD.** has right to Block / terminate that Distributor's ID without any notice.
- **ARPRAG** Distributors will not be able to change their bank account details in distributor profile, once verified by **ARPRAG**. If the distributor needs to change their bank details then he has to contact with **ARPRAG TRADEMART PVT.LTD.** After verifying their details company will act accordingly.
- This is to be notified herewith that no **ARPRAG** Distributor can work in any other direct selling company parallel. If any person is found guilty of misconduct then the company is authorized to take legal action against him/her.
- No **ARPRAG** Distributor must, directly or indirectly, induce/entice other **ARPRAG** distributors to change their line of Sponsorship. Inducing an **ARPRAG** Distributor to start a new business in their parent's name under a different sponsor other than advising them to resign their existing Distributor-ship and build their parents **ARPRAG** Business without complying with 6 months inactivity rule. If any distributor is found indulge in the activity of Enticement to change Line of Sponsorship violating the above policy then after doing necessary investigation & based on relevant evidence, **ARPRAG TRADEMART PVT.LTD.** reserves right to immediately terminate or suspend of a Distributor's ID. Moreover, one can join the distributor from a different line of sponsorship only after he /she gets NOC (NO OBJECTION CERTIFICATE) from the company side.
- To change the sponsor, the Distributor must resign his/her existing distributor-ship for 6 months or be inactive for 6 months and then join under another Sponsor. The new sponsor should not have been part of his/her original line of sponsorship either above or below him. Inactivity means no repurchase/sales of **ARPRAG** Products/ no sponsoring of prospects/ no monthly or weekly payout generated on his/her ID for 6 months.
- **ARPRAG** Representative or **AR** is not an agent, employee, partner or legal representative of the company. **AR** works as an Independent Direct Seller.
- The associate who is joined with any group, he or his parents and his sons & daughters can't be associated with any other group. Brothers, Sisters and married daughters are considered as separate families so they can join any other group, but it has not been malicious.
- Any violations of the below said rules will result in termination of the distributor-ship.
- **ARPRAG TRADEMART PVT.LTD.** reserve the right to modify and make any amendments in these rules any time when the company deems it proper and necessary.
- Distributors found with double distributor-ship is strictly prohibited and subject to termination of distributor-ship.

The Rules of Conduct ('Rules or 'ROC') are defined and established as follows:

1. Certain principles are to be followed in the development and maintenance of **ARPRAG TRADEMART PVT.LTD.** Business.

2. The rights, duties and responsibilities of each Authorized Distributor are mentioned clearly. The terms and conditions of this relationship are set forth in and are follows:

A. The **ARPRAG TRADEMART PVT.LTD.** Distributor Contract.

B. the Business Manual in printed form, which includes these Rules of Conduct (Rules / ROC).

C. Any other official **ARPRAG TRADEMART PVT.LTD.** educational Literature, publication, notification or communication which may be released frequently.

D. While the Rules primarily define relationships and concerns of such relationships between **ARPRAG TRADEMART PVT.LTD.** (As a Direct Selling company) and its Authorized Distributors.

3. The objectives of the policies and procedure manual are as follows:

A. To ensure an equal opportunity for Authorized Distributors through ethical and responsible code of conduct regarding their direct selling business with **ARPRAG TRADEMART PVT.LTD.**

B. To protect and build a conducive environment for long term and profitable **ARPRAG TRADEMART PVT.LTD.** Business.

C. To promote unity and harmony among Authorized Distributors appointed in **ARPRAG TRADEMART PVT.LTD.**

D. To preserve the benefits, of **ARPRAG TRADEMART PVT.LTD.** Sales & Marketing Plan which is their compensation plan, equitably for all Authorized Distributors.

E. To define the relationship explicitly between **ARPRAG TRADEMART PVT.LTD.** and its Authorized Distributors.

F. To define the rules / rules of conduct within which the **ARPRAG TRADEMART PVT.LTD.** business must be conducted by any individual who joins as an Authorized Distributor.

4. It should be noted that the policy and procedures manual is a discretionary document drafted and re-drafted by / of Management of **ARPRAG TRADEMART PVT.LTD.** The contents and definitions of the document are subject to change any time. However, **ARPRAG TRADEMART PVT.LTD.** Will notify its consumers, Authorized Distributor about the changes through official **ARPRAG TRADEMART PVT.LTD.** Website. www.pragenterprises.com

In order to preserve the goals and objectives of the '**ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan, **ARPRAG TRADEMART PVT.LTD.**' reserves the sole right to adopt, amend, modify, supplement, or rescind any or all of these Rules, as necessary.

A. No registration or membership fee is mandatory or chargeable in order to become an Authorized Distributor with **ARPRAG TRADEMART PVT.LTD.** In addition, there is no annual renewal fee. You need to be sponsored / introduced in the business by an already existing **ARPRAG TRADEMART PVT.LTD.** Authorized Distributor.

B. **ARPRAG TRADEMART PVT.LTD.** Business through its Authorized Distributor aims to sell quality **ARPRAG** products to customers / consumers. Authorized Distributors of **ARPRAG TRADEMART PVT.LTD.** Business can earn Incentives which depends on total sale volume of **ARPRAG** products sold by him/her. All product details can be found on the official website of **ARPRAG TRADEMART PVT.LTD.** www.pragenterprises.com

C. ARPRAG TRADEMART PVT.LTD. Business offers an opportunity to build your own individual direct selling business by selling goods to consumers and by developing and training a network of direct sales agents to duplicate the process for maximizing benefits and making profits in the business.

D. Our ARPRAG TRADEMART PVT.LTD. Sales & Marketing Plan does not compensate any individual for simply recruiting or promoting others as **ARPRAG** Authorized Distributors

ARPRAG Super Pickup Points are added to the list of Active Super Pickup Points of Authorized Distributor panel, in the succeeding month, who have achieved and completed the target of sale of Rs.5 lakhs in the preceding month with **ARPRAG TRADEMART PVT.LTD.** Business.

1. Such Super Pickup Points are assigned exclusively for an area ranging within 5 Km radius from his location. No new Super Pickup Points are offered within specified area till they complete the target sale of Rs.5 lakhs per month.

2. If Super Pickup Points fail to achieve the monthly sale target of Rs.5 lakhs in a particular month then **ARPRAG TRADEMART PVT.LTD.** can open a new Super Pickup Point within 5 km radius from his location in the next upcoming month without any recourse or objection for/by the existing Super Pickup Point. Besides, it is to be noted that the Super Pickup Point can work with **ARPRAG TRADEMART PVT.LTD.** Business even if he / she could not achieve the monthly target sale of Rs.5 lakhs, but in such case, the name of the Super Pickup Point shall not be flashed on the Authorized Distributor panel.

‘**ARPRAG TRADEMART PVT.LTD.**’ means **ARPRAG TRADEMART PVT.LTD.**, the company engaged in direct selling business.

A business / opportunity identified by **ARPRAG TRADEMART PVT.LTD.** Authorized Distributor with an Authorization Number / ID and duly filled and submitted **ARPRAG TRADEMART PVT.LTD.** Application form for appointment as an Authorized Distributor for Sales & Marketing activities of **ARPRAG TRADEMART PVT.LTD.** products.

The collection of literature, sales aid and other educational material required for the necessary development of Authorized Distributor for doing **ARPRAG TRADEMART PVT.LTD.** Business.

Rules and policies which are set forth in official **ARPRAG TRADEMART PVT.LTD.** Business literature, including the Rules of Conduct and various other clearly defined & stated policies and bulletins that shall be maintained by **ARPRAG TRADEMART PVT.LTD.** frequently, which are incorporated by reference into:

1. The **ARPRAG TRADEMART PVT.LTD.** Distributor Contract.
2. The Business Manual, and
3. Any other official **ARPRAG TRADEMART PVT.LTD.** literature or communication.

The products, marketing, support and compensation plan offered by **ARPRAG TRADEMART PVT.LTD.** to its Authorized Distributors towards the path of financial freedom.

All goods and services, including literature and other support or auxiliary materials, made available by **ARPRAG TRADEMART PVT.LTD.** to its Authorized Distributors, from time to time.

ARPRAG TRADEMART PVT.LTD. Compensation Plan is named as **ARPRAG TRADEMART PVT.LTD.** Sales & Marketing Plan which is used to calculate the compensation, incentives, rewards and recognition

for its Authorized Distributors based on product sales described in **ARPRAG TRADEMART PVT.LTD.** Business Manual and other official **ARPRAG TRADEMART PVT.LTD.** literature.

The monetary rewards / incentives that **ARPRAG TRADEMART PVT.LTD.** pays to Authorized Distributors in accordance with **ARPRAG** Industries Sales & Marketing Plan.

BL is intended to be interpreted broadly and includes, by way of example, printed materials, audio-video and multimedia productions, internet based products and services, meetings and other events, and any other materials or equipment used to provide information or support for the sale of **ARPRAG TRADEMART PVT.LTD.** products and services, as well as coupons, vouchers, tickets or standing orders / subscriptions programs, etc. relating to any of the previously mentioned to its Authorized Distributor.

An Authorized Distributor of **ARPRAG TRADEMART PVT.LTD.** Is a direct selling agent who is responsible member of the sales team of **ARPRAG TRADEMART PVT.LTD.** Business? He / she is appointed by accepting his/her application form and training him/her officially, towards their financial freedom by adopting **ARPRAG TRADEMART PVT.LTD.** Sales & Marketing Plan.

An individual who is approached by **ARPRAG TRADEMART PVT.LTD.** Authorized Distributor to sell **ARPRAG** Products. Customers are consumers of **ARPRAG** products who buy products for self-consumption and are not attracted by **ARPRAG TRADEMART PVT.LTD.** Sales & Marketing Plan.

Refers to the **ARPRAG TRADEMART PVT.LTD.** Authorized Distributor application form along with the incorporated documents (KYC) that form the terms & conditions of the contractual agreement between Authorized Distributor and **ARPRAG TRADEMART PVT.LTD.**

For the purposes of interpreting and enforcing the Rules of Conduct, the term 'good standing' is referred to an Authorized Distributor who is currently authorized by **ARPRAG TRADEMART PVT.LTD.** To hold himself / herself out as an Authorized Distributor and whose conduct complies with the spirit of the Rules of Conduct and **ARPRAG TRADEMART PVT.LTD.** Business Policies, for each market in which an Authorized Distributor has his / her presence; is not engaged in conduct that negatively affects the reputation of **ARPRAG TRADEMART PVT.LTD.**, **ARPRAG TRADEMART PVT.LTD.** 'affiliates', and its Authorized Distributor; is not engaged in conduct that supports or defends the nefarious activity of other Authorized Distributors which jeopardizes the ongoing nature of **ARPRAG TRADEMART PVT.LTD.** 'affiliate or otherwise is inconsistent with the other criteria set forth therein; is not engaged in conduct that does not comply with all applicable laws and regulations in each country and whose conduct does not demonstrate cultural sensitivity in given market conditions.

A distributor-ship is another way to describe **ARPRAG TRADEMART PVT.LTD.** Business, which is identified by a unique Authorized Distributor number.

An Authorized distributor and all his / her down-lines (Team) from that individual.

The structural organization of Authorized Distributors established by the contractual relationship that each authorized distributor has with **ARPRAG TRADEMART PVT.LTD.**

Includes all information that discloses or relates to all the structural arrangement of Authorized Distributors within the line of leadership, including but not limited to Authorized Distributor numbers and other Authorized Distributor data, personal contact information, Authorized Distributor business performance information, and any other relevant information generated or derived therefrom, in its present or future forms.

An Authorized distributor who has achieved a certain level of business activity as specified by the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan.

Any potential individual who can be pursued to become an Authorized Distributor or customer of **ARPRAG TRADEMART PVT.LTD.**

Rules of Conduct: ('ROC'): Define and establish:

- Certain principles to be followed in the development and maintenance of **ARPRAG TRADEMART PVT.LTD.** Business
- Rights, duties and responsibilities of each Authorized Distributor.

An Authorized distributor who introduces and sponsors a Prospect into **ARPRAG TRADEMART PVT.LTD.** Business Opportunity.

1. To become a duly authorized distributor capable of selling **ARPRAG TRADEMART PVT.LTD.** Products and services and sponsoring other authorized distributors, an applicant must apply for authorization from **ARPRAG TRADEMART PVT.LTD.** By completing and signing the online Distributor form, sent to **ARPRAG TRADEMART PVT.LTD.**, and accepted by **ARPRAG TRADEMART PVT.LTD.** As authorized in accordance with the provisions of the Rule 3 of Section 3, here-in-below. No distributor shall present the **ARPRAG TRADEMART PVT.LTD.** business opportunity as anything other than a business opportunity available to Indian Citizens.

2. Individuals who are husband and wife shall, upon acceptance by **ARPRAG TRADEMART PVT.LTD.**, be recognized as one Authorized Distributor. A person whose spouse is an existing authorized distributor with **ARPRAG TRADEMART PVT.LTD.** Shall not be eligible to apply for another Distributor-ship with their partner.

A. **ARPRAG TRADEMART PVT.LTD.** May at its sole discretion terminate its Authorized Distributor with a written notice by following the written process of termination as per **ARPRAG TRADEMART PVT.LTD.** Policies. If **ARPRAG TRADEMART PVT.LTD.** is of the opinion to terminate an authorized distributor (which opinion shall be final) that any act of the Authorized Distributor and / or his / her spouse (whether or not the spouse is a registered partner) is found to be in contravention with any of the 'Rules of Conduct' of **ARPRAG TRADEMART PVT.LTD.** And the final decision is reserved with the Management of **ARPRAG TRADEMART PVT.LTD.**

B. If two authorized distributors, each of whom owns and operates a distributor-ship in different or same line of sponsorship, become married to each other, one distributor-ship must be terminated immediately. If either member of the newly married couple is an existing authorized distributor of **ARPRAG TRADEMART PVT.LTD.**, then the newly married couple may operate both Distributor-ships, each of which will, however, be operated in its original line of sponsorship. The authorized distributor is required to notify in writing to **ARPRAG TRADEMART PVT.LTD.** as soon as possible.

C. In case of a husband and wife Distributor-ship, if a spouse submits a written resignation to **ARPRAG TRADEMART PVT.LTD.** for any reason, whatsoever, pursuant to the rules of conduct herein. **ARPRAG TRADEMART PVT.LTD.** Shall be entitled to terminate by issuing a written termination notice regarding the distributor-ship of the remaining spouse without assigning any reason whatsoever. **ARPRAG TRADEMART PVT.LTD.** may however, allow the remaining spouse to continue operating the distributor-ship in which event the remaining spouse and resigning spouse shall be subject to these rules of conduct and to such other terms and conditions which **ARPRAG TRADEMART PVT.LTD.** may deem fit to impose.

D. Husbands with more than one legal wife can elect only one wife for the husband and wife partnership, subject to the appropriate local legislation, subsequent wives who wish to be authorized distributors must be sponsored under this husband / wife partnership.

3. without limiting **ARPRAG TRADEMART PVT.LTD.**' rights, the following are requirements for becoming an authorized distributor.

A. An authorized distributor must be at least 18 years of age.

B. Must not be the spouse of a currently authorized **ARPRAG TRADEMART PVT.LTD.** Distributor unless he/she qualifies under rule **2(B)** of Section **3**.

C. Must not have been terminated for breach of contract under a previous Distributor-ship or Distributor-ship with another **ARPRAG TRADEMART PVT.LTD.** Affiliate; and

D. Must comply with Rule **3** of Sec **6** of these rules of conduct if the applicant previously operated under a Distributor-ship that was terminated or expired (and has not been renewed).

E. Must not be an employee of a direct selling company at the time of the initial application or during the term of his or her authorization as a distributor.

F. Must be an Indian citizen or resident duly authorized by the relevant authority to conduct business in India.

G. Must not be a person serving an imprisonment sentence or otherwise confined to any correctional institution or have a previous conviction record for an offence relating to production (and/or) trading of counterfeit goods, false advertisement, illegal conduct of business, tax evasion (or) deception of customers, or an offence relating to deceptive appropriation of assets, abuse of trust to appropriate assets (or) unlawful possession of assets.

4. ARPRAG TRADEMART PVT.LTD. Reserves the right to accept or reject any authorized distributor application. Likewise, **ARPRAG TRADEMART PVT.LTD.** Reserves the right to refuse the distributor-ship and can revoke the distributor-ship if an authorized distributor's activities have not been in accordance with the Rules of Conduct or if the authorized distributors are not in Good standing or has not complied with the requirements of rule **3** of Section **3**.

5. ARPRAG TRADEMART PVT.LTD. Reserves the right to accept or reject any authorized distributor application. Likewise **ARPRAG TRADEMART PVT.LTD.** Reserves the right to refuse and can revoke the distributor-ship if an authorized distributor's activities have not been in accordance with the requirements of Rule **3** of Section **3**.

6. The date of authorization is when the distributor form has been accepted by **ARPRAG TRADEMART PVT.LTD.** to become an authorized distributor and User ID and password is issued to the authorized distributor.

7. A sponsor shall not impose on a Prospect, or any authorized distributor as a condition to receiving from the sponsor assistance in the development of such person's distributor-ship, such as;

A. Purchase any specified amount of products or services.

B. Maintain a specified minimum inventory.

C. Purchase any non- **ARPRAG TRADEMART PVT.LTD.** products i.e. 'starter', 'decision', or any other 'pack' or 'kit'.

8. ARPRAG TRADEMART PVT.LTD. Offer life time distributor-ship without any renewal Requirement.

9. Upon voluntary termination of the Distributor contract, an authorized distributor may apply to **ARPRAG TRADEMART PVT.LTD.** To return unsold inventory of **ARPRAG TRADEMART PVT.LTD.** Products that he / she may possess, provided such products are in new, unused, non-expired and original condition. **ARPRAG TRADEMART PVT.LTD.** will repurchase such products at the cost for which the Authorized Distributor purchased them originally, according to the exiting policy, the authorized distributor needs to return the business points achieved against the products in case of repurchase, and if in case of product packages, the same are returned with package business points earned earlier at the time of purchase. In the event that the distributor-ship is terminated for a distributor's breach, **ARPRAG TRADEMART PVT.LTD.** Shall have discretion as to the repurchase of products under the buyback rules.

10. Termination: An authorized distributor may quit the Distributor-ship at any time by providing **ARPRAG TRADEMART PVT.LTD.** With written notice of quitting and by following the written and correct procedure of quitting the **ARPRAG TRADEMART PVT.LTD.** **ARPRAG TRADEMART PVT.LTD.** May terminate the distributor-ship at any time by providing the authorized distributor via email / letter, by following the correct procedure of termination if he / she fails to comply with and violates the **ARPRAG TRADEMART PVT.LTD.** Business policies, including the **ARPRAG TRADEMART PVT.LTD.** Rules of conduct, the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing plan and other policies prescribed by **ARPRAG TRADEMART PVT.LTD.** In case of termination due to violation of prescribed terms and conditions by a distributor, **ARPRAG TRADEMART PVT.LTD.** Shall have discretion as to the repurchase of products under the by back rule.

11. If any Distributor is terminated/ resign/inactive in **ARPRAG TRADEMART PVT.LTD.**, then he/she is not allow for getting any benefit of any offer/ tour/benefit of any bonanza after in period of non-working. Who complete earlier or any distributor complete any offer/bonanza/ tour and before getting benefit of these offers, he/she would inactive in **ARPRAG**, and Then his /her offers are disallowed or not eligible for any benefits.

12. **ARPRAG TRADEMART PVT.LTD.** Has all rights for release any offers benefit according to their rules and time managements.

13. **ARPRAG TRADEMART PVT.LTD.** hereby declare that they strictly do not violate any provisions participate in any activity in violation of the Prize, Chits and money circulation schemes (Banning) act, 1978. **ARPRAG** distributor are not authorized to make any promise or commitments on company's behalf, and company is not bound by any obligations, to a distributor or any third party, other than what is being specified in the Distributor Agreement. **ARPRAG TRADEMART PVT.LTD.** does not encourage any scheme which is barred under Law of the land. Company is working under direct selling model adhering to Direct Selling Guidelines. If any distributor is found, indulging in malpractices, **ARPRAG TRADEMART PVT.LTD.** reserves the right to terminate the contract in writing at any point of time.

14. Invitations for business seminars, trips on performance and other events organized by **ARPRAG TRADEMART PVT.LTD.**, otherwise eligible, will be extended to authorized distributors and the legal and registered spouse per distributor-ship. These individuals shall be listed on **ARPRAG TRADEMART PVT.LTD.**' records.

15. Distributor shall not conspire with any other person or persons to breach or induce a breach of any rules of conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies or to induce or attempt to induce another Distributor to breach any of the Rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies. Any such activity shall constitute a breach of the Rules of Conduct or the **ARPRAG** Industries Business Policies.

16. A distributor shall not exceed the scope of authorization granted pursuant to the distributor contract. Any such activity shall constitute a breach of the distributor contract. This may include any such thing specified by **ARPRAG TRADEMART PVT.LTD.**

17. A distributor shall not make any false representation or statement of / or about **ARPRAG TRADEMART PVT.LTD.**, nor induce **ARPRAG TRADEMART PVT.LTD.** To enter into a distributor contract under false pretenses or miss-representations, nor breach of any representation or warranties implied in this contract or by law. Any such activity shall constitute a breach of the rules of conduct and / or the **ARPRAG TRADEMART PVT.LTD.** business policies.

18. It is a breach of the Rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business policies for a distributor to allow any violations to remain uncorrected following notification from **ARPRAG TRADEMART PVT.LTD.** of the existence of the same, or have multiple simultaneous or repeating breaches of the rules of conduct or of the **ARPRAG** business policies.

19. It is a breach of the rules of conduct or of the **ARPRAG TRADEMART PVT.LTD.** business policies for a distributor to conduct distributor activities in markets in which he or she is not authorized to conduct business. It is a breach of the rules of conduct or of the **ARPRAG TRADEMART PVT.LTD.** Business policies to conduct distributor activities in markets in which **ARPRAG TRADEMART PVT.LTD.** are not doing business. Such unauthorized activity may result in, without prejudice to any rights and remedies otherwise available, the immediate suspension and subsequent termination of the distributor's rights in **ARPRAG TRADEMART PVT.LTD.**

20. In case of attempt to circumvent or acting against the intent and spirit of the rules of conduct, **ARPRAG TRADEMART PVT.LTD.** May at any time take corrective action at its discretion?

All distributors shall be subject to the enforcement procedure which is set out in the business manual provided that **ARPRAG TRADEMART PVT.LTD.** expressly reserves the right to terminate, at any time with immediate effect and written notice of termination, the authorization of a distributor who shall have provided false information or who shall have accepted authorization as a Distributor in violation of these rules or who shall have conducted himself in manner that in **ARPRAG TRADEMART PVT.LTD.**' opinion brings the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan into disrepute.

At all times, Distributor must adhere strictly to the guidelines, procedures and policies stated in the **ARPRAG TRADEMART PVT.LTD.** Business policies which these rules of conduct are a part of, **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan, and in each case, any amendments made as such from time to time. All distributors are charged with the duty of good faith and fair dealing under the terms of the distributor contract.

1. Distributors shall cooperate in any investigation undertaken by **ARPRAG TRADEMART PVT.LTD.** Into activities that are potentially in contravention of his or her distributor-ship or the distributor-ship of another distributor. Distributor shall allow the investigating team appointed by **ARPRAG TRADEMART PVT.LTD.** To investigate his/her ware-house and books of accounts.

2. No distributor shall engage in cross group buying or selling / supplying. Cross group buying and selling / supplying occurs when a distributor sells or applies for **ARPRAG TRADEMART PVT.LTD.** Distributor-ship to supply products and / or services to another Distributors who is not personally sponsored and neither their down lines are sponsored by him / her.

A. A distributor must mandatorily purchase **ARPRAG TRADEMART PVT.LTD.** products and services. **ARPRAG TRADEMART PVT.LTD.** involves direct sellers directly who are his / her direct sponsors.

B. A distributor must not sell or supply **ARPRAG TRADEMART PVT.LTD.** Products and services to another distributor who is not personally sponsored and nor their down the lines are sponsored by him/her.

3. No distributor shall permit **ARPRAG TRADEMART PVT.LTD.** products or services to be sold in retail establishment whose main purpose is the sale of products and services to the public, including but not

limited to places like schools, fairs, shops, flea markets, auctions, kiosks, internet websites or military bases; nor shall he or she permit any **ARPRAG TRADEMART PVT.LTD.** products or services to appear in such locations even if the products or services are not for sale. No promotional material related to **ARPRAG TRADEMART PVT.LTD.** products or services or **ARPRAG TRADEMART PVT.LTD.** literature or educational material shall be displayed in retail establishments.

A. Distributor who works in or owns a retail store must operate his or her distributor-ship separate and apart from the retail store. Such distributor must secure customers for his / her **ARPRAG TRADEMART PVT.LTD.** Business in the same manner as Distributor who have no connection with a retail store and otherwise abide by Rule 4 of Section 4 here-in-above.

B. A distributor may present **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan only on the basis of the governing guidelines of Direct Selling which have been introduced by the Ministry of Consumer Affairs.

4. No distributor shall make any offer to sell any **ARPRAG TRADEMART PVT.LTD.** products or services which are not accurate and truthful as to grade, performance, and availability. Distributors shall not indulge in following activities:

A. Make exaggerated products claims not authorized and approved by **ARPRAG TRADEMART PVT.LTD.** With regards to **ARPRAG TRADEMART PVT.LTD.**' products or products distributed by **ARPRAG** Affiliates.

B. In anyway whatsoever represent **ARPRAG TRADEMART PVT.LTD.** Incorrectly with regard to product supply, quality, standards, grades, contents, style or model, place of origin or availability of **ARPRAG TRADEMART PVT.LTD.** Products or products distributed by **ARPRAG** Affiliates.

C. State that **ARPRAG TRADEMART PVT.LTD.** Products or products distributed by **ARPRAG** Affiliates are backed, approved, or presence of any feature not as per the product trade specifications.

D. Act or present in any way whatsoever **ARPRAG TRADEMART PVT.LTD.**, its products or the products of **ARPRAG TRADEMART PVT.LTD.** Affiliates, in a fraudulent manner or promote products that do not belong to **ARPRAG TRADEMART PVT.LTD.**

5. Distributor may not repackage products, change the content of products in any manner whatsoever or otherwise change or alter any of the packaging labels of **ARPRAG TRADEMART PVT.LTD.** products or services.

6. A distributor who takes and / or delivers an order in person shall deliver to the customer at the time of sale, a written and dated receipt which shall; (a) describe the product(s) sold, (b) state the product charged, and (c) give the name, and telephone number of the selling distributor.

7. Whenever a customer shows dis-satisfaction with the products or services within the guarantee period of 30 days, a distributor shall immediately offer the individual his or her choice of a (a) full refund, (b) exchange for a like product, for which the customer needs to submit the invoice / receipt copy.

A. Distributors shall advise **ARPRAG TRADEMART PVT.LTD.** of any complaint regarding the Satisfaction Guarantee from a customer and provide copies of all correspondence and details of all conversations regarding the complaint as requested if any.

B. Distributors are not authorized to make any type of offer or compromise or render **ARPRAG TRADEMART PVT.LTD.** liable for any complaint or product return.

C. Distributors are restricted for claims they make which exceed the terms of the satisfaction guarantee to customers of **ARPRAG TRADEMART PVT.LTD.** And shall indemnify and hold **ARPRAG TRADEMART PVT.LTD.** harmless for claims made to that effect.

8. Distributors shall comply with all laws, regulations and codes that apply to the operation of their distributor-ship wherever their business may be conducted. Distributors must not conduct any activity that could jeopardize the reputation of the distributors and / or **ARPRAG TRADEMART PVT.LTD.** Upon request, distributors shall forthrightly provide any information requested about a Distributor's activities or any other activities known by the distributor (even with respect to other distributors). In all such communications with **ARPRAG TRADEMART PVT.LTD.**, the distributor shall act with absolute good faith.

9. No distributors shall engage in any deceptive or unlawful trade practice till they are associated with **ARPRAG TRADEMART PVT.LTD.**

10. A distributor shall not operate any illegal or unlawful business enterprises, engage or participate in any illegal or unlawful business activity while being associated with **ARPRAG TRADEMART PVT.LTD.**

11. A distributor shall at all times conduct him or herself in a courteous and considerate manner and shall not engage in any high pressure tactics, but shall make a fair presentation of **ARPRAG TRADEMART PVT.LTD.** And its products or services, or the **ARPRAG** Sales and Marketing Plan, as and when it's appropriate.

12. No distributor shall represent that he or she has any employment relationship with **ARPRAG TRADEMART PVT.LTD.** or any of its affiliated companies and / or other distributor. Distributors shall not imply refer to themselves as 'agents' 'managers, or 'company representatives', nor shall they use such terminology or descriptive phrases on their stationery or other printed materials. An **ARPRAG TRADEMART PVT.LTD.** Distributor will not involve in the following activities.

A. Distributors shall not give a false representation as to the nature of the relationship between **ARPRAG TRADEMART PVT.LTD.** And it's Distributors or make any representation, except in accordance with the explanation given in the **ARPRAG TRADEMART PVT.LTD.** Business manual and **ARPRAG TRADEMART PVT.LTD.** Business policies or other official literature of **ARPRAG TRADEMART PVT.LTD.** A distributor is required to indemnify **ARPRAG TRADEMART PVT.LTD.** For the cost, damage or prejudice stemming from such false representation, including any legal fees and liabilities **ARPRAG TRADEMART PVT.LTD.** may have incurred in the scenario.

B. Distributors may not use their business cards to create the impression that they are in an employment relationship with **ARPRAG TRADEMART PVT.LTD.**

13. No distributor shall represent to any other that there are exclusive franchises, stock points and super stock points or territories available under the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing plan. **ARPRAG TRADEMART PVT.LTD.** Can offer more than 1 franchise / stock point / super stock point in any area at its sole discretion.

14. Distributor may not take advantage of their knowledge or association with other distributors, including their knowledge resulting from or relating to the line of sponsorship, in order to promote and expand other business ventures in Direct Selling Industry. Such conduct constitutes an unwarranted and unreasonable interference with the business contract of other distributors and **ARPRAG TRADEMART PVT.LTD.** An **ARPRAG TRADEMART PVT.LTD.** Distributor will not be involved in the following:

A. Distributors shall not solicit, directly or indirectly, other distributors in order to sell, offer to sell, or promote other products, services or business opportunities not offered or marketed by **ARPRAG**

TRADEMART PVT.LTD. This rule also applies to investments, insurance plans, securities, and loans, regardless of their source.

B. Distributors shall not sell, offer to sell, or promote any other business opportunities products, or services in connection with the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan. Company reserves the right to suspend with written notice of termination, its distributors, their IDs with immediate effect and other IDs who are in direct blood relation to the distributor such as son, brother, mother, father, daughter etc. and same shall be applicable to the spouse of the distributor if found any or all due to conflict of interest.

C. Parallel working is not allowed under any circumstances with **ARPRAG TRADEMART PVT.LTD.** **ARPRAG TRADEMART PVT.LTD.** Reserves the right to suspend and terminate its distributors with a written notice of termination or suspension within a certain time period of joining **ARPRAG TRADEMART PVT.LTD.**

15. It is a breach of the Rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies for a Distributor to:

A. Interfere or attempt to interfere with another Distributor's Distributor-ship.

B. Induce or attempt to induce another Distributor to change his / her Line of sponsorship to transfer or abandon his/her Distributor-ship, or to sponsor or not sponsor a particular Prospect.

C. To induce or attempt to induce another distributor to deny training, education, motivation or other support to a downline Distributor.

D. To induce or attempt to induce another distributor to breach any rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies.

16. Enticement to Change Line of Sponsorship:

A. No **ARPRAG** Authorized Distributor must, directly or indirectly, induce / entice other **ARPRAG** distributors to change their line of sponsorship inducing an **ARPRAG** Distributor to start a new business in their parents name under a different sponsor and then advising them to resign their existing Distributor-ship and build their parents **ARPRAG** Business without complying with three months inactivity rule.

B. If any authorized distributor is found indulge in activity of Enticement of Change of Sponsorship violating the policy than after doing necessary investigation & based on relevant evidence.

C. ARPRAG TRADEMART PVT.LTD. Reserves the right to immediately terminate or suspend the authorized distributor ID Moreover can join the Distributor from different line of sponsorship only after he/she gets NOC from company.

17. Inactivity Rule: To change sponsor, Distributor must resign his / her existing distributor-ship for 3 months or be inactive for 3 months and then join under another Sponsor. The new sponsor should not have been part of his/her original line of sponsorship either above or below him. Inactivity means no repurchase / sales of **ARPRAG** Products / no sponsoring of prospects no monthly or weekly payout generated on his/her ID for 3 months.

18. Change Line of Sponsorship or Parallel work in two groups: In order to avoid negative impact and damages on the harmonic development of any line of Sponsorship a Distributor shall in no circumstances, directly or indirectly or in conjunction with or by way of assisting any other person join with other Line of

Sponsorship or try to change his / her line of Sponsorship by applying with different names without complying with three months' inactivity rule.

A. One can change line of sponsorship only after he/she gets NOC from the company Side.

B. If any distributor is found in activity of Change Line of Sponsorship with same or different name or Parallel work in two groups then **ARPRAG TRADEMART PVT.LTD.** reserves its right to immediately terminate or suspend a Distributor's both IDs New & Old in the absence of formal complaint.

19. No authorized distributor may export or import **ARPRAG TRADEMART PVT.LTD.** products from any country or sell the same to other Importers or exporters.

20. ARPRAG TRADEMART PVT.LTD. Pays bonuses under the **ARPRAG TRADEMART PVT.LTD.** Sales & Marketing Plan based on sales to end consumers. For an authorized distributor entitled to bonuses or rewards according to the **ARPRAG TRADEMART PVT.LTD.** & Marketing Plan, the authorized distributor's purchases must be consumed or sold to end consumers within a reasonable period of time as determined by **ARPRAG TRADEMART PVT.LTD.** **ARPRAG TRADEMART PVT.LTD.** Reserves the right to deny all qualifications, awards and rewards if in **ARPRAG TRADEMART PVT.LTD.** Judgement, the distributor's purchases are not in compliance to this rule. This is to avoid hoarding of products to earn commissions and to protect the integrity of the company.

21. ARPRAG TRADEMART PVT.LTD. does not require stock keeping or purchase of inventory. Authorized Distributors may not purchase or counsel other authorized distributors to purchase products for any purpose other than the sale of products. **ARPRAG TRADEMART PVT.LTD.** Never compel their authorized distributors to buy certain amount of goods to maintain their distributor-ship with them or use the **ARPRAG** products for self-consumption.

22. Any authorized distributor of **ARPRAG TRADEMART PVT.LTD.** Has a specific ID which belongs to the **ARPRAG TRADEMART PVT.LTD.** The Authorized Distributor's Id is the property of **ARPRAG TRADEMART PVT.LTD.** which is non-transferable. In case of termination of an authorized distributor the ID is terminated and is custody of **ARPRAG TRADEMART PVT.LTD.**

23. ARPRAG TRADEMART PVT.LTD. Will not support its authorized distributors in developing their own down lines for carrying out their **ARPRAG TRADEMART PVT.LTD.** Business. It is the sole responsibility of the authorized distributor of **ARPRAG TRADEMART PVT.LTD.** To develop and maintain its own down lines.

24. ARPRAG TRADEMART PVT.LTD. Authorized Distributors are advised to work and carry forward their business activities under Direct Selling Guidelines issued by the Department of Consumer Affairs. Authorized Distributors are trained and supported by **ARPRAG TRADEMART PVT.LTD.** not to violate any terms and conditions of the Direct Selling Guidelines. In case of any violation of the Direct Selling guidelines, **ARPRAG TRADEMART PVT.LTD.** is entitled to take any legal action to terminate its Authorized Distributors.

25. No authorized distributor shall use **ARPRAG TRADEMART PVT.LTD.** Products in conjunction with any type of fundraising activity. Fundraising includes but is not limited to the solicitation for the purchase of **ARPRAG TRADEMART PVT.LTD.** Products or services based on the representation that all, or some, of the gains, proceeds, bonuses, or profits generated by such sale will benefit a particular group, organization or causes.

26. No authorized distributor shall manipulate the **ARPRAG TRADEMART PVT.LTD.** Sale and Marketing Plan or award volume in any way which results in the payment of Bonuses or other awards and recognition that have not been earned in accordance with the terms of the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan and / or the **ARPRAG TRADEMART PVT.LTD.** Business Manual. In

this regard the strategic and artificial structuring of **ARPRAG TRADEMART PVT.LTD.** Line of Sponsorship for the purpose of depth building, whether or not there are relationships between those who are sponsored and those who sponsor, is considered to be manipulation and an unacceptable business practice. **ARPRAG TRADEMART PVT.LTD.** At its sole discretion will determine what constitutes manipulation of the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan. The main purpose to keep a strict check on the manipulation of the **ARPRAG TRADEMART PVT.LTD.** Sales & Marketing Plan is to avoid fake distributor IDs which usually gets generated.

27. All authorized distributors are responsible for communicating any changes to their profile in writing to **ARPRAG TRADEMART PVT.LTD.**

28. The provisions contained in the Rules of conduct, pertaining to the use of the **ARPRAG TRADEMART PVT.LTD.** Trade name, trademarks, copyrights, **ARPRAG TRADEMART PVT.LTD.** confidential and proprietary business information including by way of example and not limitation to, line of sponsorship information (i.e. information compiled by **ARPRAG TRADEMART PVT.LTD.** that discloses or relates to whole or part of the specific arrangement of sponsorship within the **ARPRAG TRADEMART PVT.LTD.** Business, including without limitation, distributor lists, sponsorship trees, and all Authorized Distributor or **ARPRAG TRADEMART PVT.LTD.** business information generated there-from, in its present and future forms) business, information, manufacturing and product development, business plans and Authorized Distributor sales, earnings and other financial information etc. commercial advantage, unique and proprietary trade secret and business secrets of **ARPRAG TRADEMART PVT.LTD.** which it keeps or may keep as proprietary and confidentially and treats the same as trade secrets, business secret and constitute 'Proprietary Information' subject to the Distributor contract. With respect to the proprietary information of **ARPRAG TRADEMART PVT.LTD.** the following points should be kept in mind. They are as follows:

A. ARPRAG TRADEMART PVT.LTD. Is the exclusive owner of all Proprietary Information, which is derived, compiled, configured and maintained by **ARPRAG TRADEMART PVT.LTD.**

B. The authorized distributor acknowledges that all proprietary information is owned by the **ARPRAG TRADEMART PVT.LTD.** through considerable expenditure of time and effort and resources.

C. Authorized Distributors are granted a personal, non-exclusive, non-transferable and revocable right by **ARPRAG TRADEMART PVT.LTD.** To use Proprietary Information only as necessary to facilitate their **ARPRAG TRADEMART PVT.LTD.** Business as contemplated under the rules of conduct, other terms and conditions of the Distributor contract.

D. ARPRAG TRADEMART PVT.LTD. Reserves the right to deny or revoke this right, upon reasonable notice to the distributor stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of **ARPRAG TRADEMART PVT.LTD.**, such is necessary to protect the confidentiality or value of Proprietary information.

E. All authorized distributors shall maintain proprietary information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard proprietary information to maintain the confidentiality. An authorized distributor shall not disclose proprietary information to any third party or use Proprietary information in connection with any other businesses.

F. an Authorized Distributor shall not compile, organize access, create lists of or otherwise use or disclose Proprietary information except as authorized by **ARPRAG TRADEMART PVT.LTD.**

G. Use or disclosure of Proprietary Information, other than as authorized by **ARPRAG TRADEMART PVT.LTD.**, shall cause significant and irreparable harm to **ARPRAG TRADEMART PVT.LTD.**, and **ARPRAG TRADEMART PVT.LTD.** may claim appropriate, compensation for damages as well as

demand a distributor to refrain from the harmful conduct as well as seek any other remedies under applicable laws.

H. In case of disclosure of the proprietary information, voluntary or not, by any authorized distributor to any third party, the authorized distributor should immediately notify **ARPRAG TRADEMART PVT.LTD.** About the fact and take the necessary measures in order to (a) prevent further disclosure by such third party and (b) oblige such third party to sign a confidentiality and non-disclosure agreements for the benefit of **ARPRAG TRADEMART PVT.LTD.**

I. An authorized distributor shall promptly return any and all proprietary information or any copy of same to **ARPRAG TRADEMART PVT.LTD.** Upon resignation, expiration, denial of extension or termination of his or her distributor-ship and shall refrain from any further use.

J. The authorized distributor is obligated to respect the distributor contract and maintain the confidential information of all proprietary information about **ARPRAG TRADEMART PVT.LTD.** During his/her term of being the authorized distributor as well as after the date of its expiration or termination by any cause.

29. The content of the presentations which include or support the promotion of the retailing of **ARPRAG TRADEMART PVT.LTD.** Products and services, or the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan, must otherwise be in accordance with and conform to the following:

A. Authorized Distributors shall not:

i. Exaggerate incomes and earnings by relating it to or incorporating it with other income and suggesting that it is the result of building the **ARPRAG TRADEMART PVT.LTD.** Business.

ii. Substitute group or non- **ARPRAG TRADEMART PVT.LTD.** Organizational identity for the **ARPRAG TRADEMART PVT.LTD.** Business. The **ARPRAG TRADEMART PVT.LTD.** Business must always be clearly identified without any ambiguity to the participants during the course of the presentation.

iii. Advocate, imply or give the impression that success can be achieved through promoting personal consumption with no requirement or sell or promote inappropriate product usage and / or claims;

iv. Promote one's line of sponsorship, affiliation or group by making false claims of the products or fabricating claims of any **ARPRAG TRADEMART PVT.LTD.** products.

v. Misrepresent **ARPRAG TRADEMART PVT.LTD.** Directly or indirectly and by whatever means of the relationship between authorized distributor and **ARPRAG TRADEMART PVT.LTD.**

vi. Promote any other business opportunity other than **ARPRAG TRADEMART PVT.LTD.** business or solicit any participants to attend meetings for the purpose of presenting another business opportunity at any time.

vii. Use the meeting as a platform to promote or advocate religious, political and / or personal social beliefs.

B. Personal reflections on the following are not appropriate:

i. Social and cultural issues.

ii. Preferences regarding specific political views, parties, candidates or elected officials.

30. Discussions must only relate to ethics and positive attitudes that will assist and encourage the authorized distributors and thereby **ARPRAG TRADEMART PVT.LTD.** Products, services and business.

31. Income representations, whether direct or implied, must reflect realistic incomes potential from participation in the **ARPRAG TRADEMART PVT.LTD.** Sales and marketing plan.

32. ARPRAG TRADEMART PVT.LTD. Sales & Marketing Plan shall be applicable for India only.

An authorized distributor who engages in sponsoring activity or who sponsors a distributor shall do the following:

A. Sell to the sponsored distributor unaltered **ARPRAG TRADEMART PVT.LTD.** Products and inform him/her of the applicable time period in which the return of the products are applicable for refund.

B. Be in compliance with the distributor contract and meet all requirements as set forth in the distributor contract including **ARPRAG TRADEMART PVT.LTD.** Business Policies.

C. Train and motivate the sponsored distributor in accordance with **ARPRAG TRADEMART PVT.LTD.** Business policies, or cooperate with the up line to ensure that this training and motivation occurs.

D. Ensure that the authorized distributor whom they have personally sponsored and the team of those sponsored, fully comply with the **ARPRAG TRADEMART PVT.LTD.** Rules of Conduct and the terms of the Distributor contract including the **ARPRAG TRADEMART PVT.LTD.** Business Policies, and all applicable laws and regulations of the land.

E. Encourage authorized distributors whom they have personally sponsored and team of those sponsored, to the next level, to attend and participate in official **ARPRAG TRADEMART PVT.LTD.** meetings and functions.

F. Explain the responsibilities and obligations of a distributor under the Distributor contract including the **ARPRAG TRADEMART PVT.LTD.** Business Policies and instruct the sponsored Distributor on how to operate a distributor-ship in accordance with the **ARPRAG TRADEMART PVT.LTD.** Business policies, the **ARPRAG TRADEMART PVT.LTD.** Business Manual and other official **ARPRAG TRADEMART PVT.LTD.** literature.

G. Support and comply with the rules, conduct, educate and assure that other distributors whom they have personally sponsored and the team of those sponsored and to the next level of the same.

H. Protect the sponsorship rights of each Authorized Distributor whom they have personally sponsored and down line of those sponsored, to the next level.

The sale of an ownership interest in a distributor-ship, transferring a distributor-ship after getting sponsor's recommendation, requires prior approval by **ARPRAG TRADEMART PVT.LTD.** This approval shall be at **ARPRAG TRADEMART PVT.LTD.**' sole discretion.

A. The transfer of an authorized distributor, with or without his/her personally sponsored and down line of those sponsored moves the sponsorship of that distributor-ship from one distributor to another will be undertaken after getting sponsor's recommendation.

B. When a distributor-ship is sold, such distribution shall remain in the same position in the line of sponsorship.

C. Transfers may not be used to strategically or artificially restructure any part of the line of sponsorship.

D. An individual transfer involves the transfer of an authorized distributor without any of his or her sponsored distributors, without limiting or restricting in anyway as per **ARPRAG TRADEMART PVT.LTD.** policies & procedures. The following points are to be considered in case of individual transfers:

i. Any distributor who wants to change sponsors must follow the 3 months inactivity rule.

ii. **ARPRAG TRADEMART PVT.LTD.** will also contact any sponsor and leadership bonus recipients and will allow 15 days for their comment.

A distributor who wishes to terminate (by resignation or failure to extend) his or her distributor-ship under his or her present sponsor and who thereafter becomes inactive for a period of 3 or more consecutive months shall cease to be an authorized distributor and may, following the expiry of said inactive period, apply as a new distributor under a new sponsor. The date on which **ARPRAG TRADEMART PVT.LTD.** receives the letter of resignation begins the inactivity period. A person who has not renewed his/her distributor-ship will be considered expired and must remain inactive for 3 months from the beginning of the following month. The following points are to be considered in case of 3 months inactivity.

To sponsor an authorized distributor under this Rule, the applicant must execute a new distributor contract which may be obtained from **ARPRAG TRADEMART PVT.LTD.** And when **ARPRAG TRADEMART PVT.LTD.** Receives a distributor contract, it calls upon the original sponsoring distributor of any level and provides him/her 14 days to file an objection to the inactivity claim. If evidence of activity during the 3 months period is substantiated, **ARPRAG TRADEMART PVT.LTD.** will refuse to honor the sponsorship under the new Sponsor. The right of distributor to contest the sponsorship of a former distributor who is now sponsored under a different sponsor ceases when 3 months have elapsed since the date **ARPRAG TRADEMART PVT.LTD.** accepted the application under the new sponsor.

i. Definition of inactivity: Inactivity for purposes of this Rule shall mean that during the period of inactivity, the authorized distributor shall be completely inactive. In-case of inactivity the following points are to be noted:

1. Shall not have purchased products or services of **ARPRAG TRADEMART PVT.LTD.** as a distributor for personal use (although he or she may do so as a customer).

2. Shall not have sold or supply any products or services of **ARPRAG TRADEMART PVT.LTD.** except pursuant to the 'buy back' policy and shall not have engaged in any phase of a product sale / purchase (e.g. taking an order, making a delivery, or accepting payment);

3. Shall not have presented the **ARPRAG TRADEMART PVT.LTD.** sales and marketing plan to any prospect;

4. Shall not have filed an intent to continue for the extension of his or her distributor-ship;

5. Shall not have attended any recruiting, training or motivational meeting conducted by any distributor or any **ARPRAG TRADEMART PVT.LTD.** sponsored meetings.

6. During the inactive period, the former authorized distributor must not participate in any activity under another distributor-ship in the name of his or her parents, siblings, or others or he or she shall be determined as 'active' under the Rules of **ARPRAG TRADEMART PVT.LTD.**

7. When either a husband and wife is an authorized distributor, both must fulfill the 3 month inactivity requirements before one can be sponsored again as an authorized distributor.

8. If an authorized distributor who is changing sponsors under this rule also has products unsold they can be returned strictly under the buyback policy of **ARPRAG TRADEMART PVT.LTD.**

9. For purposes of this Rule, the following shall NOT constitute activity and do not, therefore, interrupt the running of the three month inactivity period so long as the former distributor is otherwise inactive.

i. Procuring and/or submitting a written request for transfer.

ii. Filing a request for the review of an **ARPRAG TRADEMART PVT.LTD.** decision.

iii. Directing an inquiry to **ARPRAG TRADEMART PVT.LTD.** As to the status of his or her distributor-ship.

Three Months Inactivity: An authorized distributor who transfers to or who following, three or more months of inactivity applies for sponsorship under a sponsor of different line in sponsorship pursuant to the provisions of this rule, may not be sponsored by any distributor who was previously above him/her in the original line of sponsorship up to and including the first distributor qualified of any level, or below him/her in his / her former personally sponsored and team of those sponsored, down to and including the first distributor qualified of any level, unless at least 3 months have elapsed since the termination of his or her original distributor-ship.

Distributor who transfer to , or who, following 3 or more months, of inactivity, is sponsored under a sponsor/ in a different line of sponsorship pursuant to the provisions of this Rule, shall have no right to sponsor in the new line of sponsorship any distributor who was previously above him or here in the original line of sponsorship up to and including the first distributor qualified of any level, or below him or her in his or her former personally sponsored and down line of those sponsored, down to and including the first distributor qualified of any level. However, a distributor who has been inactive for a period of 3 months following his or her resignation may be sponsored by any sponsor, including his or her former sponsor who may have since been transferred to or sponsored by a different sponsor.

In the event of a distributor owns or has an ownership interest in two or more distributor-ships pursuant to this rule, **ARPRAG TRADEMART PVT.LTD.** Shall continue to recognize such distributor-ship as separate distributor-ship and will only recognize them as separate, individual distributor-ship for all purposes including forward and bonus purpose.

Mergers and combinations of distributor-ship. No merger or combination of two or more existing distributor-ships by reasons of intentional affirmative action on the part of the owners shall be permitted which results in the merging distributor-ships obtaining any level of achievement.

Only these mergers or combinations resulting from failure to file a Notice of intent to termination, resignation, death (with no designation or succession by heirs), or some involuntary event or cause beyond the control of any of the owners, shall be permitted, provided, however, that the merging business has fewer than two (2) qualified legs .A permissible merger and combination must not be implemented until same has been reviewed and approved by **ARPRAG TRADEMART PVT.LTD.**

i. Under no circumstances, will **ARPRAG TRADEMART PVT.LTD.** Approve a merger which results in a distributor attaining a higher award level.

Divorce, separation or other dissolution: Whether a business is ordered to be separated or divided as the result of a divorce, dissolution of a corporation or partnership (where applicable), the separation or division must be accomplished in such a way as to not adversely affect the interests and/or income of the distributor in the line of sponsorship. During the division or separation process, neither party shall

administer or operate, together or separately, any other Distributor-ship **ARPRAG TRADEMART PVT.LTD.** express written consent.

Divorce: upon divorce of a married couple one of whom is a signatory to a distributor contract, **ARPRAG TRADEMART PVT.LTD.** Shall continue to recognize the signatory to the Distributor contract as the distributor and shall pay bonuses and grant awards and rewards to such distributor only. **ARPRAG TRADEMART PVT.LTD.** Will continue to treat the distributor-ship as a single entity and for the purpose of this contract the individuals formerly married are still bound by Rules **3.2, 3.11** and **4.14** as they deal with spousal issues. Any arrangements between divorced spouses with respect to proceeds from **ARPRAG TRADEMART PVT.LTD.** Business of one of the spouses must be handled by the divorcing spouses. In the absence of the express written consent of **ARPRAG TRADEMART PVT.LTD.**, no arrangements shall be made to divide proceeds or to share awards and rewards between divorced spouses.

i. Dissolution of a legal entity operating a distributor-ship: absent the express written agreement of **ARPRAG TRADEMART PVT.LTD.** To the contrary; prior to dissolution of a legal entity that is a signatory to a distributor contract, the distributor contract may be assigned to the authorized representative of the legal entity who signed the distributor contract originally on behalf of the company, or the distributor-ship may be sold in accordance with Rule **6.5** of the Rules of Conduct. The failure to either assign the distributor contract to the authorized representative or to sell the distributor-ship in accordance with Rule **6.5** of the Rules and conduct shall result in abandonment of the distributor-ship in accordance with the section **13** of the Rules of Conduct.

Disposition of a distributor-ship: If an authorized distributor terminates his / her distributor-ship / with **ARPRAG TRADEMART PVT.LTD.**, within the required time period, or dies without leaving heirs who are willing to take responsibility for the distributor-ship. **ARPRAG TRADEMART PVT.LTD.** At its sole discretion shall decide the future of the distributor-ship in accordance with section 13.

Non-Compete/Non-Solicitation:

Non-competes: An authorized distributor shall not, for a period of 3 months after the termination of his/her contract of distributor-ship with **ARPRAG TRADEMART PVT.LTD.**, engage in or carry on any business or service, either directly or indirectly, which may be considered to be in competition with or similar to the businesses of **ARPRAG TRADEMART PVT.LTD.**, whether for his/her own account, or for the account or any other person in India, using or exploiting any confidential information includes the proprietary information, but is not limited to **ARPRAG TRADEMART PVT.LTD.** line of sponsorship information. **ARPRAG TRADEMART PVT.LTD.** sales and marketing plan, marketing strategies, technology, know how, customer lists and contacts, distributors lists and contacts, customer portfolios, costs of production and marketing, product costs, products, quoted product supply, specific needs and requirements of customers and suppliers, status of all on- going negotiations with customers, product lists, and any other information which by its nature could be considered to be confidential.

i. Non Solicitation: A distributor shall not, during the existence of his/her contract of distributor-ship with **ARPRAG TRADEMART PVT.LTD.**, and for a period of 12 months after the termination of his/her own account, or for the account of any other personal in India, solicit, induce, attempt to solicit, attempt to induce, or otherwise entice away from **ARPRAG TRADEMART PVT.LTD.**, any of its distributors in India. Furthermore, a distributor shall not use or exploit **ARPRAG TRADEMART PVT.LTD.**, a confidential and proprietary information which includes but is not limited to **ARPRAG TRADEMART PVT.LTD.** a line of sponsorship information, **ARPRAG TRADEMART PVT.LTD.**, sales and marketing plan, marketing strategies, technology, know-how, customer lists and contacts, distributors lists and contacts, customers portfolios, costs of production and marketing , product costs, specific needs and requirement of customers and suppliers, status of all on-going negotiations with customer price lists, and any other information which by its nature could be considered to be confidential.

1. Must not give false impression: When inviting a prospect to hear a presentation of the **ARPRAG TRADEMART PVT.LTD.** Sales and marketing plan, an authorized distributor shall neither directly or indirectly;

A. Give the impression that the **ARPRAG TRADEMART PVT.LTD.** Sales and marketing plan relates to an employment opportunity (in accordance with Rule 12 of Section 4);

B. Does not imply that the invitation is to a social event;

C. Must not disguise the invitation as a 'market survey'.

D. Must not promote the **ARPRAG TRADEMART PVT.LTD.** as a tax seminar' as stated in rule 3 of Section 3.

E. Must not promote the **ARPRAG TRADEMART PVT.LTD.** Business opportunity as a business relationship with a person, company or organization other than **ARPRAG TRADEMART PVT.LTD.**

F. Must not directly or indirectly indicate that such products are merely one line of products distributed through or as a part of a brokerage, consignment, or intermediary business operated by a person, company or organization other than **ARPRAG TRADEMART PVT.LTD.**

G. Must not directly or indirectly indicate that the **ARPRAG TRADEMART PVT.LTD.** Business opportunity, Distributor or products and services merchandized through **ARPRAG TRADEMART PVT.LTD.** Are part of any business other than the **ARPRAG TRADEMART PVT.LTD.** Business Opportunity as defined in the Rules of Conduct and other official **ARPRAG TRADEMART PVT.LTD.** literature.

H. Must not Fail to affirmatively indicate in connection with such invitation the true nature of such presentation and that the presentation is about the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan and the **ARPRAG TRADEMART PVT.LTD.** Business Opportunity; or

I. Must not engage in any other direct or indirect misrepresentation of the **ARPRAG TRADEMART PVT.LTD.** Business Opportunity and the Distributor's relationship to **ARPRAG TRADEMART PVT.LTD.** and the nature of this the **ARPRAG TRADEMART PVT.LTD.** Business, or omit any information that a person receiving such an invitation or attending or other participating in such a presentation or event could reasonably be expected to need in order to properly evaluate the **ARPRAG TRADEMART PVT.LTD.** Business Opportunity, **ARPRAG TRADEMART PVT.LTD.** products and services

2. First Contact with Prospects: It is a breach of the Rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies for a Distributor to mislead or fail to inform a Prospect Distributor the nature of the Distributor activities and, therefore, at the first contact with Prospects, a Distributor must;

A. Introduce him / her by name.

B. Truthfully and honestly represent the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan, its products and / or services;

C. Truthfully and honestly respond with full transparency and address any questions that the Prospect has concerning the **ARPRAG TRADEMART PVT.LTD.** Business Opportunity, **ARPRAG TRADEMART PVT.LTD.** Products and services, the Authorized Distributor or **ARPRAG TRADEMART PVT.LTD.**

3. Sponsorship Ethics: In seeking participation of a prospect in the **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan, the sponsoring Distributor must comply with all the rules of conduct mentioned above as well as the following:

A. Must not say that a successful Distributor-ship can be built in the form of a 'wholesale buying club', where the only products bought and sold are those transferred to other Distributors for their personal use. Must not say that there is no requirement for the retail sale or marketing of products by Authorized Distributors.

B. Must not promote the enjoyment of tax benefits as the best or principal reason for becoming a Distributor.

C. Must not say that the business is a 'get-rich-quick' opportunity in which it is easy to achieve success with little or no expenditure of effort or time. In the event that another Distributor is used as an example for success, that Distributors success must be verifiable and substantiated.

D. An authorized distributor must not misrepresent the relationship between **ARPRAG TRADEMART PVT.LTD.** And any other company affiliated with **ARPRAG TRADEMART PVT.LTD.**

4. No Exclusive Territories: No Authorized Distributor shall represent that there are exclusive territories available. It is a breach of the terms of Distributor-ship to make such a representation.

5. No Obligation to Purchase: An Authorized Distributor shall not require a Prospect to purchase products and / or services and / or that a deposit is required in order to participate, nor that there is a fee under the form of a training course, seminar, social event or similar activity in order to have the right to participate, except for the **ARPRAG TRADEMART PVT.LTD.** Business Kit. It is a breach of the terms of Distributor-ship to make such a representation.

This rule has been developed to maintain the integrity of **ARPRAG TRADEMART PVT.LTD.** Intellectual property and to ensure that the **ARPRAG TRADEMART PVT.LTD.** Brand will be available exclusively for the **ARPRAG TRADEMART PVT.LTD.** Business. In **ARPRAG TRADEMART PVT.LTD.**, company has implemented a corporate identity program that requires the correct and consistent use of the **ARPRAG TRADEMART PVT.LTD.** Corporate logo, no matter where it appears. Therefore, no alterations to the approved logotype are allowed. Upon request, **ARPRAG TRADEMART PVT.LTD.** Will provide an example of the approved logotype and color specifications.

1. Misuse and Misappropriation: Distributors shall not misuse or misappropriate **ARPRAG TRADEMART PVT.LTD.** Trademarks or other intellectual property or proprietary information. It is a breach of the Distributor Contract for a Distributor to use any trademarks or other intellectual property or proprietary information belonging to or licensed to **ARPRAG TRADEMART PVT.LTD.** Except in accordance with the applicable terms, conditions and procedures set forth in the Distributor Contract, including the **ARPRAG TRADEMART PVT.LTD.** Rules and Policies.

A. Each Distributor acknowledges and agrees that **ARPRAG TRADEMART PVT.LTD.** is the licensee of certain trademarks including, e.g., logos, service marks and other intellectual property and industrial property, including the name **ARPRAG TRADEMART PVT.LTD.**, and various trademarks, trade names and service marks used in connection with **ARPRAG TRADEMART PVT.LTD.** Products and services, and the various designs or labels.

B. Distributors shall not use, in connection with his/her **ARPRAG TRADEMART PVT.LTD.** Business or any other business (including but not limited to, any business vehicle, office, phone listings, premises, or stationery) and/or on or in connection with any products, the **ARPRAG TRADEMART PVT.LTD.** Name, or trademarks, service marks or other intellectual property belonging or licensed to **ARPRAG TRADEMART PVT.LTD.** Without the prior written consent of **ARPRAG TRADEMART PVT.LTD.** and

subject always to any conditions attached to such use except as otherwise provided herein. **ARPRAG TRADEMART PVT.LTD.** Reserves the right to withdraw its consent at its absolute discretion.

2. Imprinted banners / signs for Meetings / Events: If **ARPRAG** Distributor desires to conduct a meeting or event in which the **ARPRAG TRADEMART PVT.LTD.** Name will be displayed in public, the Distributor must first obtain prior written approval from **ARPRAG TRADEMART PVT.LTD.** For such use of the **ARPRAG TRADEMART PVT.LTD.** Name (A public meeting is one where prospects may attend) and also require to take the grant of meeting from local authorities as per state policy. The Distributor shall provide a written request to **ARPRAG TRADEMART PVT.LTD.** For each meeting; such request shall include a description of the proposed banners/signs, their size, materials to be used for banner/signs and location.

A. Distributors must not produce or obtain any printed products from any source other than **ARPRAG TRADEMART PVT.LTD.** Which bears the **ARPRAG TRADEMART PVT.LTD.** Name, trademark, logo or trade name without written permission. Such permissions must be renewed for each Event/Meeting.

B. ARPRAG TRADEMART PVT.LTD. Reserves the right at all times to withdraw permission to display the **ARPRAG TRADEMART PVT.LTD.**' name if standards stated are not met, of which **ARPRAG TRADEMART PVT.LTD.** Shall be the sole judge.

3. Imprinted Checks and Business Cards: Provided that a Distributor is otherwise in full compliance with the Rules of Conduct and all other provisions of the Distributor Contract, a Distributor may use the **ARPRAG TRADEMART PVT.LTD.** Name (but not the **ARPRAG TRADEMART PVT.LTD.** Trademark, logo or any other trademarks, trade names, or service marks belonging to or licensed to **ARPRAG TRADEMART PVT.LTD.**), on his imprinted checks and business cards provided that name is used in one of the following ways with no deviation:

A. (common name)

B. ARPRAG TRADEMART PVT.LTD. Authorized Distributor or (common name)

C. Authorized Distributor of ARPRAG TRADEMART PVT.LTD. Products / services

i. Authorization for use of the **ARPRAG TRADEMART PVT.LTD.** Name on Distributor business cards must be requested in writing to **ARPRAG TRADEMART PVT.LTD.**'s Sales departments. This request will be reviewed by **ARPRAG TRADEMART PVT.LTD.** prior to approval.

ii. Any written approval for the use of the **ARPRAG TRADEMART PVT.LTD.** Name on business cards must be renewed annually. No Distributor may refer to himself/herself other than as a Distributor on the business cards.

iii. A Distributor may not promote any other activities unrelated to the **ARPRAG TRADEMART PVT.LTD.** Business on their imprinted checks and business cards, including but not limited to, the placement of information, trademarks, trade names, logos or service marks relative to any training or education company, system or program the Distributor owns, controls or participates in.

4. Promotional Literature, Stationery, Premiums, etc.: Authorized Distributors shall not produce or procure from a source other than **ARPRAG TRADEMART PVT.LTD.** Any item bearing the **ARPRAG TRADEMART PVT.LTD.** Name or logo or any trademarks, trade names or service marks belonging to or licensed to **ARPRAG TRADEMART PVT.LTD.**

Upon the death of an Authorized Distributor, the Distributor's interest in the Distributor-ship may be passed on to a relative or other designated person, subject to the laws on succession and **ARPRAG TRADEMART PVT.LTD.**'s acceptance of the assignment of the Distributor-ship pursuant to Rule 3 of

Section 3. Therefore, the original Distributor must make proper arrangements during their lifetime for the orderly and legal transfers of ownership of their Distributor-ship to their heirs. This is to ensure that down line Distributors will continue to receive proper service, training and motivation. In the event that the heirs do not take steps to take over the Distributor-ship, the Distributor-ship may be deemed abandoned. When a Distributor-ship is deemed abandoned, the heirs shall have no further rights in the Distributor-ship. **ARPRAG TRADEMART PVT.LTD.** may then move up the Line of Sponsorship to the next qualified sponsor.

1. Procedures

A. Investigation: When **ARPRAG TRADEMART PVT.LTD.** Believes that a breach of the Rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies has occurred, will occur, or is threatened to occur, **ARPRAG TRADEMART PVT.LTD.** may investigate the activity of the Distributor at issue. **ARPRAG TRADEMART PVT.LTD.** May undertake this investigation on its own initiative or when requested by another Distributor who has submitted a written complaint to **ARPRAG TRADEMART PVT.LTD.**

B. Complaints by Distributor: A Distributor who believes that another Distributor has breached the **ARPRAG TRADEMART PVT.LTD.** Business Policies and / or the Rules of Conduct, or who has personal knowledge of the activities leading to such alleged breach, shall notify **ARPRAG TRADEMART PVT.LTD.** in writing of the alleged breach and all facts connected with it. A copy of this notification shall be provided either by the Distributor or **ARPRAG TRADEMART PVT.LTD.** To the Distributor's Up-line.

i. On receiving this notice **ARPRAG TRADEMART PVT.LTD.** will notify the appropriate Distributor of the complaint and request an immediate response within 48 working hours.

ii. If the complaint and responses do not contain sufficient facts upon which to make a decision, information may be requested from any party by **ARPRAG TRADEMART PVT.LTD.**

iii. When **ARPRAG TRADEMART PVT.LTD.** Believes that it has sufficient information regarding the facts and circumstances relevant to the complaint, **ARPRAG TRADEMART PVT.LTD.** Will decide whether there has been a violation of the **ARPRAG TRADEMART PVT.LTD.** Policies or other breach of the Rules of Conduct and will take appropriate action in accordance with Section 12.

C. Notification of Action:

i. **ARPRAG TRADEMART PVT.LTD.** will forward a decision letter to the violating Distributor, as well as the Sponsor, up line of the sanctioned Distributor if required. The decision letter will list the specific complaint(s), outline the corrective action to be taken and, if appropriate, set a time limit for the Distributor to comply.

ii. Any notice shall: Be mailed, e-mailed or faxed or sent by registered mail or other confirmable method allowable by law to the **ARPRAG TRADEMART PVT.LTD.** or fax that **ARPRAG TRADEMART PVT.LTD.** has on record for the Distributor. Claim of failure of a Distributor to receive a notice shall not delay the action by **ARPRAG TRADEMART PVT.LTD.**; and

iii. If applicable, state the Section(s) of the rules of Conduct or other provisions of the Distributor Contract violated or breached by the Distributor; and

iv. State the date of which any such action shall become effective; and

v. Waiver of Claims: A Distributor waives any and all claims against **ARPRAG TRADEMART PVT.LTD.** Arising out of or in respect to any action that **ARPRAG TRADEMART PVT.LTD.** Takes under the

Distributor-ship and / or this Rule. A Distributor, who is terminated, de-sponsored or has other action taken as a result of a violation of the rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies shall have no claim against **ARPRAG TRADEMART PVT.LTD.** Arising out of or with respect to the termination or de-sponsorship.

1. Sanctions: In the event **ARPRAG TRADEMART PVT.LTD.** At its sole discretion determines that there has been a breach of the Rules of Conduct or the **ARPRAG TRADEMART PVT.LTD.** Business Policies by a Distributor, **ARPRAG TRADEMART PVT.LTD.** may take one or more of the following actions:

A. Terminate the Distributor-ship by providing the Distributor with a written notice via email on registered email id or by some other suitable or electronic means or as allowed by law; or

B. Require the Distributor to attend training; or

C. Suspend specific authorizations under the Distributor-ship, such as by way of example and without limitation, the Distributor opportunity to Sponsor, to purchase or sell **ARPRAG TRADEMART PVT.LTD.** Products and services, or to conduct similar activities associated with the **ARPRAG TRADEMART PVT.LTD.** Business;

D. Remove the Distributor as a Sponsor of any down line Distributor also called 'de-sponsoring' and/or restrict the Distributor's authority to sponsor others;

E. Require refund of **ARPRAG TRADEMART PVT.LTD.** Bonus;

F. Remove any qualification and require return of any objects evidencing such qualification (by way of example and not limitation, such as pins, certificates, etc.). or

G. Require written acknowledgement of the breach (es) and an undertaking not to breach the Distributor Contract in the future; or

H. Take any action short of termination of the Distributor-ship as may be permissible under applicable law and appropriate in **ARPRAG TRADEMART PVT.LTD.'s** sole discretion to address the specific breach (es);

2. No Waiver: The failure of **ARPRAG TRADEMART PVT.LTD.** To take any action upon learning of a breach or potential breach shall not constitute a waiver of **ARPRAG TRADEMART PVT.LTD.'s** rights to assert such a breach in the future. The failure of a Distributor to take any action upon learning of a breach shall not constitute a waiver of any other rights remedies that may be available under applicable law.

3. Suspension: **ARPRAG TRADEMART PVT.LTD.** reserves the right to determine the specific terms of each Suspension on case by case bases including block respective Ids of the distributor. In the event of any breach of contract by a Distributor, **ARPRAG TRADEMART PVT.LTD.** May take action to suspend some or all of the Distributor's privileges under the Distributor-ship, including but not limited:

A. Withholding Bonus for payment of higher award monies pending final resolution of the matter; and/or

B. Suspending authorization to conduct sponsoring activity (sponsoring, recruiting meetings, training sessions, home presentations, etc.); and/or

C. Suspend invitations to company-sponsored seminars, trips and events; and/or

D. Conduct reorientation and retraining meetings; and/or

E. Require that Distributor provide **ARPRAG TRADEMART PVT.LTD.** With recordings of their **ARPRAG TRADEMART PVT.LTD.** Sales and Marketing Plan presentations.

F. Actions on Termination: Upon termination for any cause whatsoever, the Authorized Distributor shall; cease to identify himself/herself as an **ARPRAG** Authorized Distributor.

1. Abandonment: When an Authorized Distributor is terminated or not renewed, the Distributor is considered abandoned, and the signatory of the Distributor Contract shall have no further rights with his **ARPRAG TRADEMART PVT.LTD.** Business. **ARPRAG TRADEMART PVT.LTD.** May Assign or Dissolve the Distributor-ship, the right to operate the **ARPRAG TRADEMART PVT.LTD.** Business in the former Distributor's position in the Line of Sponsorship to another Distributor, or may remove such position in the Line of Sponsorship, in its sole discretion. **ARPRAG TRADEMART PVT.LTD.** May unilaterally modify and amend the Distributor-ship of any affected Distributor to change their Sponsor and the Line of Sponsorship as may be necessary to implement such decision;

2. Sale of Distributor-ship: If **ARPRAG TRADEMART PVT.LTD.** Elects to sell the right to operate an **ARPRAG TRADEMART PVT.LTD.** Business in the former Distributor's position in the Line of Sponsorship, the following will be observed:

A. The sale shall be offered in the order of priority.

B. The terms of the sale will be set forth in a written contract executed between **ARPRAG TRADEMART PVT.LTD.** and the purchaser.

C. The purchasing party shall operate the **ARPRAG TRADEMART PVT.LTD.** Business in the position in the Line of Sponsorship held by the previous Distributor.

3. Dissolution of Distributor-ship. If **ARPRAG TRADEMART PVT.LTD.** so elects, the sponsor of the former Distributor in the line of Sponsorship may undertake the obligations of the former Distributor and assume the role of Sponsor for all Distributors who had been personally Sponsored by the former Distributor.

4. No Limitation on **ARPRAG TRADEMART PVT.LTD.:** **ARPRAG TRADEMART PVT.LTD.**, however, is in no way limited to any of the above methods of disposition of **ARPRAG TRADEMART PVT.LTD.** Business and may exercise complete discretion as to methods and/or timing of disposition.

5. Disputes, if any, are subject to Jurisdiction of Jaipur, Raj courts only.

To change a Person, a mail Request should be sent to our email id ' info@pragenterprises.com

1. Pan No. change Request will be process in two days.

2. Bank details are also required at the time of Change of a Pan No. with Out Bank details Pan No will not be changed.

3. Any Dispute will be Subject to Jaipur, Raj