

CODE OF ETHICS FOR DEARLIFE DISTRIBUTOR:

As owner of my Dearlife Distributorship, I agree to conduct my Dearlife business according to the following ethical standards:

1. I will perform all my duties as a Dearlife Distributor and maintain highest standards of conduct. The company expects its every Distributor to perceive and strictly adhere at all times the following guidelines that are applicable to all Dearlife Distributors under the Dearlife Business Plan.
2. I will at all times follow the Code of Ethics and Code of Conduct in all respects, and strictly adhere to the procedures, systems, guidelines, requirements, policies, and terms & conditions mentioned in it.
3. I will not engage myself in any activity that may bring disgrace to Dearlife or any of its products/services which in turn proves to be detrimental to the goodwill, image/business of the company.
4. I will always truthfully present the Products and the Business Plan of the company, and I will only present the literature approved in official Dearlife publications published by the company.
5. I shall promptly handle all claims related to exchange and return and I will always follow Dearlife prescribed procedures published by the company in its official Dearlife publications from time to time.
6. I will always carry out the responsibilities of a Dearlife Distributor and also that of a Sponsor as mentioned in official Dearlife publications and I will not involve myself in any activity/activities which cause damage to any of the company's Distributor / Distributor's group / business.
7. I will conduct myself in a courteous manner of the highest standard while representing Dearlife to the world at large, as this may have very serious consequences for Dearlife's business.
8. I will only use Dearlife's produced or authorized literature and publications in order to protect the business of the company.
9. I will neither promote opportunity / products / services of Dearlife's competitors nor will I deal with any of the person/s related with those companies.
10. I will not undermine any of Dearlife's initiatives or manipulate any Dearlife's Overseas Trips, Promotions, or any other activities.
11. I will at all times abide by the Primary Rules of the company's business as mentioned below:
 - a) I will check with my active up-line before doing anything for the first time.
 - b) I will never disregard / disrepute anybody's Spouse, Money or Ego.
 - c) I will never pass any negative statement that will hamper reputation of my up-lines, down-lines as well as my cross-lines, which in turn put the Dearlife business at risk.

CODE OF CONDUCT FOR DEARLIFE DISTRIBUTOR

A. INTRODUCTION:

Dearlife Code of Conduct is designed to create an awareness of the responsibilities involved in Direct Selling among all operatives and Dearlife Distributors. This Code of Conduct contains principles of ethical conduct for both Dearlife Empower India Private Limited (hereinafter referred to as “Dearlife” or “Company”) and its Distributors.

Dearlife Code of Conduct forms a part of Dearlife’s Distributor Online Application Form and establish/define certain principles to be followed in the pursuit of development and maintenance of Dearlife business and the rights, duties, and responsibilities of every Dearlife Distributor.

B. DEFINITIONS:

In these Rules unless the context otherwise require, the following words and phrases shall mean what is given below:

“Dearlife” / “Company” means Dearlife Empower India Private Limited, a company registered under the Companies Act, 2013, having its registered office at Unit No DCB 722, DLF Cybercity, IDCO Info Park, Chandaka Industrial Estate, Patia, Bhubaneswar, Khordha, Odisha, India, PIN- 751024.

“Dearlife Business” means all obligations, requirements, restrictions and opportunities connected with selling of Dearlife products and providing service to its customers.

“Dearlife Distributor” / “Distributor” means a person that has entered into an agreement with Dearlife.

“Active Distributor” means a distributor who has successfully completed his/her Identity, Address and Bank verification.

“Dearlife Point of Sale” includes Dearlife Branch, Mega-Franchisee and Mini Franchisee.

“Dearlife Franchisee” includes Dearlife Mega-Franchisee and Dearlife Mini Franchisee which are the outlets that are operated by Dearlife’s distributors on behalf of the Company and those distributors have entered into an agreement with Dearlife in order to operate these outlets.

“Dearlife Products”/ “Products” means all goods and services, including literature and other support materials made available by Dearlife to its Distributors.

“Dearlife Business Plan”/ “Business plan” means the sales and marketing plan of the Dearlife which contains, the different ways under which a Dearlife Distributor can build his/her business in the company and this Business Plan can be amended by the company from time to time.

“Sponsor” means a Dearlife Distributor who introduces an applicant to Dearlife for joining as a Dearlife Distributor in compliance with all applicable requirements and who, in turn, is assigned by Dearlife to support the recommended applicant, if the application is accepted by the company.

“Dearlife Distributor Contract” means the agreement setting forth the rights and duties of a Dearlife Distributor, which is entered into through acceptance by Distributor Online Application Form inclusive of the terms and conditions.

“Business Group” refers to that Dearlife Distributor and all his/her personally sponsored Distributors, all those Distributors sponsored by his/her personally sponsored Distributors and so on down to and including those who have not sponsored anyone excluding his/her up-line distributors.

“Customer” means an end user of products and/or services offered through Dearlife Distributor or by Company.

“Line of Sponsorship” (LOS) means structural arrangement of Dearlife Distributors established as a result of contractual relationship that each Distributor has with Dearlife that includes all information pertaining to all or part of the Line of Sponsorship, including but not limited to Distributor's ID number and other Distributors business identification data, business performance data, personal contact information and all information generated or derived there from, in its past, present or future forms.

“Prospect” means a potential Dearlife Distributor.

“Code of Conduct” refers to the set of rules and regulations and documents, including the present document, published by Dearlife from time to time which governs the conduct of Dearlife Distributors while engaging in business related to Dearlife, whether directly or indirectly.

“De-sponsorship” means removal of a Dearlife Distributor from his/her position as a Sponsor in the Line of Sponsorship.

C. RULES GOVERNING BUSINESS OF DEARLIFE:

Dearlife and its Distributors have a binding contractual relationship. The terms and conditions of this relationship are set forth in Distributor Online Application Form, Dearlife Business Plan, Code of Ethics and Code of Conduct as updated by Dearlife from time-to-time, or any other published material of Dearlife, forms an integral part of the Dearlife Distributor's Contract. These terms and conditions define and establish certain guidelines to be followed in the development and maintenance of a Dearlife Business and the rights, duties, and responsibilities of each Distributor.

The Dearlife Distributor shall indemnify Dearlife from and against all actions, claims, demands, prosecutions, penalties including costs thereof and not excluding Dearlife's legal costs which might be made or brought against Dearlife in respect of or arising out of breach, infringement or infraction of any laws, regulations and codes of practice arising out of the operation of Dearlife Business. Dearlife shall not have any liability to any Distributor in respect of any loss, cost, damage or expense suffered directly or indirectly as a result of any act, omission, representation or statement of any other Distributor.

Mentioned below are rules, regulations, policies and processes with regard to conducting Dearlife Business:

1. Joining as Dearlife Distributor:

- (a) To become a Dearlife Distributor, a person needs to have attained the age of majority under the applicable law. There is no joining fee to become Dearlife distributor.
- (b) An applicant having a reference from any existing Dearlife Distributor can fill the Online Distributor Application Form, using the Sponsor's ID. The Applicant is required to fill up the form truthfully and agree to abide by the governing terms and conditions. Thereafter, the mobile number provided by the Applicant will be verified via OTP and on successful verification of the OTP, the Applicant shall receive his/her login credential on the provided mobile number along with the welcome SMS. Now the Distributor is eligible to place orders and sponsor other Distributors
- (c) After logging into the Distributor Portal, the Distributor is required to upload his/her KYC documents to get the identity and address verified. Government issued cards are accepted for both Address and Identity proof. The Distributor will further have to provide the bank details (such as proper Passbook/Cancelled cheque) for bank account verification under the name Distributorship is applied for to get commissions as per the Business Plan. It is to be noted that the Company will only transfer the commission earned by the Distributor into the bank account as per the NEFT/Bank details submitted by the distributor to the company on Dearlife Distributor portal.
- (d) The Distributor will then be required to upload a passport size photo for the Dearlife Distributor ID Card, which can be found on their Dashboard. The Distributor is further required to upload his/her PAN card and as such the commissions will be sent to the bank account furnished by the Distributor post deduction of 5% TDS as per provisions of Income Tax Act. Non-furnishing of PAN card will increase the deduction to 20% TDS or as specified by Income Tax Act. Further, if a Distributor reaches Rs. 40 Lakhs or above income from Dearlife business or any other source of income in any financial year he/she has to furnish his/her GST Registration details along with above-mentioned documents (these rates are subject to change from time to time as per the notifications issued by the GST Department).
- (e) The Dearlife Distributor will also be required to undergo mandatory orientation session provided by the Company in order to get knowledge about the Direct selling business, Dearlife business plan and Dearlife products.
- (f) A Dearlife Distributor cannot have multiple distributorships with the Company.
- (g) The spouse of a Dearlife Distributor can join Dearlife business as direct sponsorship as his/her immediate down-line and shall be subject the adherence to the Code of Conduct and other policy of the company as Dearlife Distributor.

- (h) Dearlife Distributor can change the information submitted in the Distributor Online Application Form by raising a request through the Distributor portal or email or by contacting Dearlife Customer Care. The Distributor will be required to submit supporting documents / information as per the instructions and guidelines given in his/her Distributor portal/ email/ by Customer Care Executive.
- (i) The company reserves the right to decide whether to accept or reject an application, without providing any explanation whatsoever.

2. No employer-employee- relationship:

Dearlife Distributor agrees that he/she is an independent contractor of the Company and will work on principal-to-principal basis. The Dearlife Distributor will neither be an employee nor an agent of the Company and will build his/her own Dearlife business and shall be responsible for compliance with all matters associated with payment of all tax, pension, insurance contributions or other business, legal and personal expenses.

3. Dearlife Distributor's Business Activities:

- a. Dearlife Distributor can buy products for self-use or for resale through any of the below two means:
- (i) **Cash and Carry:** - The Dearlife Distributor can purchase the Dearlife products from Dearlife Point of Sale through "Order Form" which in turn issue an invoice against the purchase through Order Form and in case Distributor by some reason misses to take the invoice from any of these outlets, then copy of the same will be available on the online distributor portal.
- (ii) **Sales through website:** - The Dearlife Distributor can also buy Dearlife products through his/her respective online Distributor portal which can be accessed by signing in at www.dearlife.co.in or through Mobile App.
- b. Pursuant to successfully enrolling as a Dearlife Distributor and after accumulation of requisite PBV as updated from time to time vide General Circulars, the Dearlife distributor shall be eligible to sponsor new distributors in their line of sponsorship.
- c. The Dearlife Distributor is expected to affect sale of the Dearlife products through "Order Form" by meeting prospective customers/ distributors by way of live demonstration of the products. The Distributor shall not sell the Dearlife products from a fixed retail outlet or through any online web service / Ecommerce website unless specifically permitted by the Company.
- d. Dearlife Distributor undertakes to act at all times in a professional and honest manner and shall be guided by the provisions of The Consumer Protection (Direct Selling) Rules, 2021.
- e. The Company is neither offering any quick rich scheme nor giving guarantee of generation of any fixed income, Dearlife Distributor is an independent contractor whose success or failure depends solely on his/her personal efforts he/she puts in building his/her business by way of selling products and commissions will only be paid of such basis.
- f. Dearlife Distributor shall observe confidentiality in terms of Trade Secrets of the Company.

4. Duties and Obligation of Dearlife Distributor:

- a. Dearlife Distributor shall carry/wear the ID card issued by the company, every time he/she is promoting the Company's product or Business plan to prospective customers/distributors. The Distributor should take prior appointment before meeting prospective customers or Distributors and should introduce himself/herself and the Company and shall provide the contact details of themselves and the company and they shall truthfully represent the nature of product as described in the official product literature of the company.
- b. Dearlife Distributor shall not ask from the prospective Distributors to pay them any sum of money or enrolment fee or distributor fee etc. in lieu of sponsoring or introducing new Distributors in the Company.
- c. Dearlife Distributor who becomes a sponsor of a prospective Distributor, shall ensure that he/she will provide training and motivation to their personally sponsored Distributor's and shall not engage in high pressure selling/ over commitment/ wrong commitment and will be courteous towards their customer(s)/fellow Dearlife Distributor's and must always make a fair representation of the Sales and Marketing plan and Dearlife products faithfully and without any inducement.
- d. There is no obligation on a Dearlife Distributor to buy large quantities of Dearlife products, the Distributor should buy the determined quantity of products which he/she can reasonably consume or sell in a period of time. Furthermore, the Distributor shall not induce or cause to induce others to buy unreasonably high volumes of products which cannot be consumed or sold in a given period of time.
- e. The Dearlife Distributor shall only use the official literature and business promotion material of the Company to introduce / present / demonstrate the Dearlife products/ Business plan etc. to prospective new Distributor.
- f. The sale of Dearlife product cannot exceed the MRP and the Dearlife Distributor shall issue an invoice to the customer for every sale made by him/her and for the Distributor's reference the format of invoice is also available on the Distributor portal.
- g. The Dearlife Distributor can organize seminars and meetings by obtaining prior approval of the Company. In addition to the approval from the Company, the Distributor shall be responsible to obtain any other requisite permission from the local /state Authorities, as the case maybe.
- h. The Dearlife Distributor shall not entice other Dearlife business team's member to join his/her own team through various monetary and non-monetary advantages.
- i. The Dearlife Distributor should maintain and help others to create a healthy work environment for people associated with him/her. It is strictly prohibited to misbehave in anyway with any of the fellow Dearlife Distributors/Dearlife's staff / Customer / with any of their family members.
- j. Dearlife Distributor can use or display Dearlife's trademarks, trade names, logos, designs and symbols to market and advertise Dearlife products, as defined under Clause 18 of the Code of Conduct.
- k. Dearlife Distributors are strictly prohibited from deleting any material from, adding any material to, adding extra words, labels, or other materials on and altering or detaching any label from the product / literature. The products of the company must be sold in the form and packages provided by the company and must not be decanted, repacked or otherwise altered from the said form and packages.

- l. Dearlife Distributor shall not place orders in the name of another Distributor without that Distributor's prior written approval. The Distributor shall not withhold the product purchased on behalf of other team members and shall not misrepresent facts to take any undue advantage from their fellow Distributors.
- m. The Dearlife Distributor at all times should comply with and strictly adhere to the guidelines, systems, requirements, procedures, policies and terms and conditions mentioned under Code of Conduct and Code of Ethics in official Dearlife publications and any other literatures or any amendment thereof effected by the Company from time to time.
- n. The Dearlife Distributors shall keep records of products consumed and resold separately and provide the same to Dearlife upon demand.
- o. Dearlife directs every direct seller to sell through personal interaction with the Customer/ Consumers. Use of alternative methods of selling like retail or online sale is contrary to fundamental principles of direct selling and disturbs the level playing field. Dearlife is committed to provide equal opportunity to all Dearlife Distributor and hence prohibits sale or display of Dearlife products and services at places where goods are sold.
- p. Dearlife Distributor must not engage in any deceptive or unlawful trade practice. The Distributor shall be responsible for complying with Central, State or local laws, State GST, Toll taxes and all other taxes/ laws/regulations as may be applicable to him/her from time to time and such laws may vary from State to State in India and also for obtaining all licenses and registrations as may be required for running his/her Dearlife business from time to time. No Dearlife Distributor may operate any illegal or unlawful business enterprise, engage or participate in any illegal or unlawful business activity or be convicted of any illegal or unlawful activity. Dearlife is not responsible for or concerned with effort or expense required to comply with such laws and regulations or the consequences of default. The Distributor is representing Dearlife and hence they must not do any act or activity or conduct himself/herself in any such manner as to jeopardize the reputation of the company and the business.
- q. When a Dearlife Distributor gives an invitation to a prospective distributor/ customer in an Introductory Meeting, he/she should not:
 - I. Convey an impression that it relates to an employment opportunity.
 - II. Convey an impression that the invitation is social event or market survey.
 - III. Promote the business opportunity as a business relationship with a person, company, or organizations other than Dearlife, imply that the meeting is for the purpose other than presenting Dearlife's Business Plan.
- r. Dearlife Distributor shall observe decorum while engaging with prospective distributor/ customers and shall ensure that he/she is not disturbed without prior intimation, it could be for sale of Dearlife products and/or services or it could be for introducing the Dearlife business or both. The Distributor shall never impose himself/herself upon his/her prospective distributor/ customers.
- s. In the course of presentation of the Dearlife Business Plan, a Dearlife Distributor should:
 - I. Emphasize that Income and Bonuses can be achieved only on the basis of continuous sales and business building. Not represent that a person can only earn by recommending others to be Dearlife Distributors and does not claim that a

- Distributor may achieve success with little or no investment by way of effort or time.
- II. Not exaggerate or overstate the kind of potential earnings that can be generated by Dearlife business.
 - III. Show the sample of products, if so desired by Customer / Distributor and guide the Customers / Distributor to use the product as per directions and cautions for the products.
- t. Whenever there is any Customer complaint, the Dearlife Distributor shall notify the company along with all correspondences they have had with customer regarding the complaint while also guiding the customer for replacing products as per companies return policy.
 - u. Dearlife Distributor shall indemnify the company for any claim, legal actions etc. (including the companies legal fees) originating because of any failure of the Distributor to observe these rules.
 - v. Dearlife Distributor must not use Dearlife's Distributor or activities organized specially to promote Dearlife Products or Dearlife events, to promote his/her non Dearlife business/profession nor will induce another Distributor to participate in any other non Dearlife Business activity.
 - w. Dearlife Distributor will be terminated with absolute discretion of Dearlife if he/she is found to be acting as a distributor or working for that company in any other manner/capacity which is in direct / indirect competition with Dearlife products, business and/or services that may neglect or detrimentally affect Dearlife.
 - x. While presenting the products of the company to any prospective distributor or customer the distributor is bound to make such claims about the products that are officially mentioned on the labels of all products of Dearlife. However, all distributors are prohibited from making exaggerated claims about the products.
 - y. It is the duty of Dearlife Distributors to feed in the correct ID number in the system at the time of billing, in order to get the business volumes against the billing done by them.

5. Duties and obligations of Sponsor:

- a. Dearlife Distributor shall abide by the Code of Ethics, policies and procedures and "Rules Governing Business of Dearlife" and shall not indulge themselves in any wrongful activity, which could have any adverse effect upon the business of another Distributor. Ensure that all Distributors in their group comply with all the provisions of the Code of Ethics, Code of Conduct and 'Rules Governing Business of Dearlife' in letter and spirit.
- b. Counsel the Sponsored Dearlife Distributors in case notices non-compliance of the Code of Ethics, Code of Conduct and Rules Governing Business of Dearlife; report any violations of Code of Ethics, Code of Conduct and Rules Governing Business of Dearlife to the company. Guide on promotions and other activities, media etc. to assure that Sponsored Distributors conform to the company approved procedures and rules. Encourage Sponsored Distributors to place their orders independently. Not represent that there is an employment or agency relationship between him/her and the Distributor which is sponsored by them.

6. Distributorship of Spouse and Family:

- a. The Spouse of a Dearlife Distributor will get *de facto* distributorship of Dearlife and all the incentives, gifts and tour shall be offered to the Spouse who had applied as an Applicant in Dearlife.
- b. The spouse of a Dearlife Distributor can join Dearlife business as direct sponsorship as his/her immediate down-line and shall be subject the adherence to the Code of Conduct and other policy of the company as Dearlife Distributor.
- c. Legally separated Spouse can join the Dearlife business in individual IDs after obtaining approval from the company.
- d. The family member of a Dearlife Distributor can join the Dearlife business under their own line of sponsorship.
- e. If two existing Dearlife Distributor gets married:
 - I. Wife and husband can work separately on their existing Distributorship, if they both have attained the level of Diamond or above.
 - II. For below Diamond level achievers, one of the spouses has to resign and his/her business team (down lines) under the said distributorship will be rolled up to their up-lines.
 - III. However, each Spouse is held accountable for the actions of the other so far as the Code of Conduct is concerned.

7. Correction and Change:

a. **Correction of name:**

Only spelling corrections will be allowed for the name of a Dearlife Distributor, if any error has occurred on part of the Distributor while filling the form, written request is required from the Distributor requesting the rectification and enclosing a copy of valid KYC document such as Bank Passbook, Passport, Driving License, PAN card containing his/her signature or signature attested by Bank.

b. **Change of address and phone number:**

- I. Written request is required for changing the address of the concerned Dearlife Distributor along with a proof of valid address such as a copy of Passport, Voter ID-card, Aadhar card, Driving Licence etc. Address proof must be in the name of applicant and must have the same address as requested for change.
- II. Written request is required for changing the phone number of the concerned Dearlife Distributor requesting the same along with a valid proof.

8. Inheritance of Dearlife business:

- a. In an unfortunate event of death of Dearlife Distributor, the Dearlife business along with the level attained by the deceased can be transferred to a designated legal inheritor (Nominee) who shall be an immediate relative of the Dearlife Distributor, will be eligible for Dearlife business and continue to enjoy the benefits of the business built by Dearlife Distributor. Dearlife will support the latter to inherit the Dearlife business of the deceased Distributor, for which the inheritor will be required to apply, to inherit the business of deceased within 6 months from the demise of such Distributor.
- b. If there is no designated inheritor then in such a situation the legal heir of the deceased

Dearlife Distributor can approach the company within 6 months of the death of such Distributor with intent to inherit the Dearlife business of the deceased and after the satisfaction of the company he/she can inherit the Dearlife business of the deceased.

- c. If nobody of the deceased Dearlife Distributor come forward to claim his/her Dearlife business within the said period of 6 months from the death, Dearlife upon its own discretion may terminate the distributorship or transfer the said distributorship and may dispose of such Dearlife business and all of the rewards and other interests attached with distributorship thereof. The company upon its own discretion may put a place holder or transfer the said distributorship to anyone in accordance to the best interest of the Company.
- d. The applicant is required to submit the documents that will be asked from them by Dearlife Management and the decision of the company with respect of transfer / termination / inheritance of the business of deceased Dearlife Distributor shall be final and binding.

9. Resignation and Re-registration of a former Dearlife Distributor:

- a. If any Dearlife Distributor wishes to resign from the company, he/she has to submit a written application of his/her resignation with the company and after Dearlife accepts the resignation letter such resignation of that Dearlife Distributor will be effective immediately and from the date of acceptance he/she cannot remain associated with the company.
- b. A Dearlife Distributor who wishes to leave his/her Dearlife business by way of resignation and again wants to join the business shall have to undergo a dormancy / inactivity period of 6 months, following the lapse of said dormancy/inactive period; he/she can re-apply to become a new Dearlife Distributor. The said distributor cannot claim the rewards, business volumes, level, and eligibility from where he/she has resigned in his/her first distributorship nor he/she can claim his/her previous business team under his/her LOS.
- c. After moving to a new group, the Distributor cannot poach persons from their old group except for Dearlife Distributors who were inactive for at least 6 months.
- d. To apply for rejoining as a new Dearlife Distributor, the Distributor must submit -
 - I. Earlier ID Number.
 - II. Declaration of dormancy/inactivity.

However, Company reserves the right to take final decision on each and every case on a case-to-case basis. Applicants can not apply under this rule to become a distributor in an already existing Dearlife business.

- e. If both husband and wife are Dearlife Distributors and both has resigned and now anyone/both of them want to rejoin as Dearlife Distributor/s, then he/she or both must fulfill the 6 months dormancy / inactivity requirements.
- f. Dearlife prohibits re-registration of a Dearlife Distributor and their spouse who has been terminated by the company. Such persons will be allowed to re-join only at company's discretion. Dearlife Distributor, intending to sponsor any such person, would be required to take written permission from Company Management before sponsoring (The distributor is required to furnish an undertaking to the company).

Corrective Action: If the above provisions are violated, Dearlife may take corrective action. Dearlife, at its discretion, may transfer the Business Group and the business volume generated during the period of violation in the original Line of Sponsorship.

Meaning of Term Dormancy/Inactivity: Term ‘Dormancy / Inactivity’ means that Dearlife Distributor:

- I. Did not conduct field activities or did not hold meetings, did not attend any meetings, trainings, or conventions of any Dearlife Distributor or any Dearlife company-sponsored meetings.
- II. Did not purchase/sell Dearlife products in the capacity of a Dearlife Distributor, not done sponsoring of prospects and shall not have presented the Dearlife Business Plan to any prospect.
- III. Did not participate in any Dearlife activity under another 'Dearlife Distributor' in the name of parents, siblings or others.

10. Preservation of the Line of Sponsorship (LOS):

Dearlife protects the LOS and LOS information for the benefit of all Dearlife Distributors. Dearlife keeps LOS Information proprietary and confidential and treats it as a trade secret. The Distributor agrees that the LOS and LOS information are confidential, commercial and proprietary information and be regarded as ‘Trade Secret’ owned by Dearlife and shall not be disclosed by the Distributor in any situation unless such disclosure is required by law or permitted by the company to any person whatsoever.

11. Period of Dormancy/Inactivity and Change in Line of Sponsorship (LOS):

- a. The Dearlife Distributor can change their line of sponsorship, if in case due to misrepresentation or confusion amongst the business team and they being sponsored in the line of business of another Dearlife Distributor. This change in LOS will only be allowed, if the Distributor has raised the request to change the LOS strictly within first 10 days from their date of joining.
- b. The Dearlife Distributor must not directly or indirectly, induce/entice other Dearlife Distributors to change their line of sponsorship, poach or solicit re-registration of existing Distributors from other line of sponsorship e.g. inducing a Dearlife Distributor to start a new business in the name of any other family member under a different sponsor without complying with 06-month dormancy / inactivity rule.
- c. Transfers of Dearlife Distributors from one Sponsor to another are only granted at the sole discretion of Dearlife Management.
- d. Dearlife Distributor in one line of joining must buy all company products and literature supplies directly from the company.
- e. Dearlife encourages its distributors to place orders independently or from the same line of sponsorship, in the event the Distributor is placing order from other distributor ID, then he/she should do so with the written approval from the ID bearer and owner of ID will

remain responsible for the order/s placed and hence he/she needs to be cautious so as to safeguard his/her business interest.

- f. When Dearlife receives an application accompanied by the written statement of dormancy / inactivity, it notifies the Grievance Redressal Committee of the fact and grants 15 days' time to file an objection to the dormancy/inactivity claim. If evidence of activity during the six months of dormancy / inactivity period is found, Dearlife will reject the application and notify the Applicant Distributor. If the Grievance Redressal Committee does not reply within 15 days, or verifies that the Applicant Distributor has in fact been inactive for 06 months, then the application will be accepted and processed.

Situation under which Interim Manager is appointed:

Where Dearlife is of the opinion that the interests of any Distributorship within a particular Line of Sponsorship are being adversely affected by the inability or unwillingness of a Distributor within the same Line of Sponsorship, to properly carry out their responsibilities and obligations as a Distributor, Dearlife may appoint an Interim Manager by notice in writing to run the business of the violating Distributor. Such appointment shall apply until resolution of the situation and at the sole discretion of Dearlife.

Corrective Action:

If the provisions of this code are violated, Dearlife may take corrective action, which may include but not limited to suspension, termination, or transfer of LOS of the Dearlife Distributor at fault.

Notwithstanding to the provisions given above, the Company reserves the right to change, shuffle, remove and transfer LOS to suit the dynamic conditions for the best interest of the company.

12. Conditions related to release of funds and Bonuses in the Dearlife Business Plan:

12.1 TRAVEL FUND

12.1.1 The travel fund can only be utilized for the Companies national / international trip.

12.1.2 The amount of Travel Fund can be used by national / international trip offer achievers for their personal expenses during the trip and for fund earners to whom the trip is not offered they can utilize this fund for the trip.

12.1.3 The Travel Fund generated less than Rs.7,000 will be released in favour of fund earner during month of August (Dearlife's anniversary month) in the preceding financial year.

12.2 CAR FUND

12.2.1 Car Fund can only be used for the purpose of Car purchase and on a case-to-case basis it can also be used for House purchase.

12.2.2 Car Fund generated less than Rs.15,000 will be released in favour of the fund earner during month of August (Dearlife's anniversary month) in the preceding financial year.

12.2.3 The EMI amount of the Car loan for the car purchase through Dearlife will be released in favour of the interested fund earner on monthly basis till the completion of the EMI amount.

12.3 HOUSE FUND

12.3.1. House fund can only be used for House purchase but on a case-to-case basis it can also be used for Car purchase also.

12.3.2. The EMI amount of the House loan for the house purchase through Dearlife will be released in favour of the interested fund earner on monthly basis till the completion of the EMI amount.

12.4 ROYALTY BONUS

Royalty Bonus will be distributed only once in a year during month of August (Dearlife's anniversary month) in the preceding financial year.

12.5 BILLING

12.5.1 At the time of billing, it is the duty of the Dearlife Distributor to feed in the correct ID number in the system, in order to get business volumes against the purchases made by them

12.5.2 At times, when inadvertently Dearlife Distributor does incorrect billing due to mistake of his/her own or the point of sale by providing the ID number, Dearlife takes every step to assist the Dearlife Distributor in rectifying the same.

12.5.3 In cases where the ID Number provided by the Dearlife Distributor has been allotted to any other Dearlife Distributor, then Dearlife verifies the same with the Dearlife Distributor against whose ID number business volumes for such incorrect bill has been credited. Only after proper verification and permission of the Dearlife Distributor to whom said ID number has been allotted, such incorrect billing will be cancelled and business volumes will be reversed.

12.5.4 In cases where the incorrect ID Number is of an inactive Dearlife Distributor or the Dearlife Distributor is out of reach and cannot be contacted, then in such cases Dearlife reserves the rights to cancel the incorrect bill and reverse the business volumes without prior permission to such inactive / out of reach Dearlife Distributor.

12.5.5 Dearlife Distributors have to keep a close track of his/her total business volumes for closing of offer/pay-out since the Dearlife reserves all rights to cancel the billings done by mistake, upon the request / application of a Dearlife distributor that is found to be authentic. During such event Dearlife will not be responsible, if the level/offer achievement gets affected.

12.6 MISCELLANEOUS:

In case of a medical emergency or marriage related to the family members as mentioned below, can be referred to meet such emergency by utilising any of the funds.

Family members in case of medical emergency/marriage consists of:

- a. Self

- b. Spouse
- c. Son and Daughter
- d. Parents
- e. Parents in-law
- f. Unmarried siblings
- g. Unmarried siblings in-law

13. Transfer of a Dearlife Business:

- a. A Dearlife Distributor can choose to sell his/her distributorship to another Distributor if in case the Distributor have achieved the level of Diamond or above in Dearlife business. The purchased business shall remain separate from the buyer's other Dearlife business and the Lines of Sponsorship shall not be altered in any way as a result of the sale.
- b. If a Dearlife Distributor wishes to sell his/her Dearlife business, he/she must offer it to another Dearlife Distributor in the following order of priority:
 - I. The business must be offered to the Sponsor, who throughout the negotiations to sell the distributorship retains the right to acquire the same by meeting the price and conditions of any bona-fide offer received by and deemed acceptable to the seller.
 - II. In the case where the Sponsor does not accept the offer, the business must be offered for sale to all Dearlife Distributors personally sponsored by the owner.
 - III. In the case where the personally sponsored distributors do not accept the offer, the business must be offered to all the Dearlife Distributors in his/her line of sponsorship excluding his/her sponsor and his/her personally sponsored distributors.
 - IV. If the direct Dearlife Distributors above or below in the Line of Sponsorship of the Distributor / Owner in question also reject the purchase offer, or fail to respond to the offer, the Distributor may offer the business to all qualified Diamond or above level distributors at that time in India.
 - V. If the Dearlife Distributor wishes to sell the business under terms and conditions different from those of his/her first offer, the business must be once again offered for sale under the revised terms and conditions in accordance with the order of priority indicated above.
 - VI. No sale shall be final and no change of title of the business shall be made final until approved in written by Dearlife.
- c. **Divorce:** Whenever a business under distributorship is to be divided as the result of a divorce between the spouses working as Dearlife Distributors, the same shall proceed as per the decree awarded by the court or as per the mutual settlement between the spouses. The Company, on the other hand will facilitate the division of business in a way which do not adversely affect the interests and/or income of the businesses in the Line of Sponsorship. Till the process of division of said Dearlife business is not completed by the Company, neither spouse will administer or operate Dearlife business, together or separately without Dearlife's approval.
- d. Dearlife reserves all rights to accept / reject and act upon the request / application of a Distributor for the transfer of his/her Business on case-to-case basis.

14. Retailing:

- a. Dearlife Distributor shall not permit the company products or services to be sold or displayed in retail stores, schools, ships or military stores; nor shall they permit any Dearlife product to appear in such locations even if the Dearlife product or services themselves are not for sale and no Dearlife point of sale material, literature shall be displayed in such locations.
- b. A Dearlife Distributor who works in or owns a retail store must operate their Dearlife business separate and apart from the retail store. Such Distributors must secure customers and deliver products to them in the same manner as Dearlife Distributors who have no connection with a store. Other types of retail establishments, which are not technically stores, such as barber shops, beauty shops etc., likewise may not be used to display Dearlife products, information about Dearlife services, or Dearlife literature. Further, Dearlife Distributor may not use mass communication methods such as television merchandising channels, computer networks, national or international advertising, etc. to secure Dearlife customers.
- c. Exception to above sub-rule 14.b, Beauty salons, Health clubs, Doctors, Hospitals, Clinics can display and sale health care & beauty care products that are permitted in health establishments under the following conditions:
 - I. The primary focus of the business is service and retail sale of product is incidental to the service provided (e.g., health clubs, Doctor's clinic, etc.)
 - II. Only the products of the company directly related to the service provided by an establishment will be allowed. For example: A Health establishment i.e. Gym could only display, use and sell Dearlife health care and beauty care range of products.

15. Offers and Trips:

Company for its Business Promotion provide various attractive offers on its products / business plan. These offers are promoted on its website/distributor portal/social media platforms. It is the responsibility of the Distributor to understand the offer properly. Dearlife Management has all the rights to change or withdraw such offers at any point of time. The decision of the Dearlife Management will be final and binding to all.

In certain offers the distributor who has availed the offer gets free coupon, the coupon has certain period of validity, so the Distributor should remain aware of it and redeem the coupon on or before its expiry. The free coupon cannot be encashed and the products once claimed against the coupon cannot be returned. The products once claimed against the coupon does not have Business Volume (BV). The Coupon can be used only once and no balance can be carried forward. Coupon can be redeemed from the "Coupon Product List" available on the Distributor Portal. The free coupon is available on the Distributor Portal of the distributor who has availed the offer and it is the responsibility of Distributor to safe guard the coupon and do not share the Distributor Portal Password / Coupon redemption OTP, if the coupon got mis-utilized the Company is not liable for the same. If any distributor has successfully redeemed the coupons earned by him, in such instances the distributor is bound to collect the products against the coupons redeemed from the Dearlife Branch / Mega Franchisee / Mini Franchisee within 15 days of such redemption. If the

distributor fails to collect the products from Dearlife Branch / Mega Franchisee / Mini Franchisee within 15 days of such redemption, then the distributor will not be eligible to claim any products against the coupons redeemed and such coupon shall stand cancelled.

Offers in form of Trips can also be promoted by the company for its business promotion. Tentative date of trip will be announced by the Dearlife Management. The trip if for some reason/s get delayed which is beyond the control of Dearlife, it is the Distributors responsibility to accept the same. Once Company will finalise the date and place of trip then it should be treated as final. If anyone is not able to attend the trip for any reason, then that trip will be not considered for that person in any next trip. The trip is non-transferable/exchangeable/encashable. It is mandatory to submit required documents for travelling, before 2 months of the trip. Company will not be responsible, in-case of documents/ visa rejection. Any Distributor who uses his/her fund/s for any trip and if for some reason/s he/she is not able to join the trip, in that case the amount deducted from the Distributor's fund, cannot be credited back to his/her account.

16. Cooling off period and Buy back policy:

The Dearlife Distributor shall have a Cooling Off Period of 7 days to cancel the agreement and by specifying proper valid reason/s. He/she will receive full refund against the products which are marketable and are currently in saleable condition purchased in this period under Dearlife Buy Back Policy which shall be as per the terms of Clause 17 of the present document i.e. the Dearlife product return policy.

17. Dearlife Product Return/Exchange/Refund Policy:

Dearlife proudly stands committed to its products and is confident of the quality and value they offer.

The Product Return Policy is given below:

Dearlife offers a comprehensive money back guarantee to both its customers and Dearlife Distributors.

- a. If any distributor is not satisfied with Dearlife product/s, by specifying proper valid reason/s they may return such product/s which are currently in marketable and saleable condition within 7 days from the date of purchase of product and refund will be issued to them or the Distributor on his/her discretion can also exercise the option of, exchanging the products equivalent to the amount of the purchased products or the distributor has an option to get an credit note issued and on the basis of the same goods can be purchased within 30 days.
- b. In case any customer is not satisfied with the product/s and wishes to return the product/s, he/she may do so within 5 days from the date of purchase which is currently in marketable and saleable condition, it is the Distributor's obligation to satisfy the customer's need for money refund or exchange of products. The Distributor can then return those product/s,

with original Invoice to the Company. The Company will either refund the money or at its discretion it can exchange these product/s free of cost or the company can give the product/s equivalent to the amount of the product/s returned and also the company/point of sale can issue credit note on the basis of which product/s can be purchased within 30 days.

- c. Dearlife Distributor can initiate the process of return/exchange/refund by writing to the Company at care@dearlife.co.in or to Company's Consumer Grievance Redressal Committee stating the reason for return and providing a copy of the Original Invoice. The said request for return/exchange/refund shall be subject to approval by Dearlife and the same shall be communicated to the Dearlife Distributor in writing. Once the Dearlife Distributor is in receipt of approval from Dearlife against the return/exchange/refund request, Dearlife Distributor shall take a copy of the said approval to the point of sale along with the Original invoice.
- d. Dearlife will reverse all the commission and benefit paid (if amount is refunded) for any such returned product as it would amount to cancellation of sale.
- e. In case the said return/refund request has been made post pay-outs to the Dearlife Distributors made by Dearlife as per the Business Plan then in those cases the commission earned will be deducted from the refund amount.
- f. To ensure maximum transparency in transactions between Dearlife and the Dearlife distributor and further to consumers, it is stipulated that refunds shall be processed only through online bank transactions and/or through credit note. Refunds in the form and medium of cash shall not be processed by the Dearlife and no such request shall be entertained by the Dearlife.
- g. Once the refund has been requested for by any of the Dearlife Distributors, in case the Dearlife Distributor opts for credit note then the same shall be processed immediately. In case the Dearlife Distributor opts for online bank transactions then the same may take up to 30 days from the date of such request.

18. Trademarks, Copyrighted Materials and Advertising:

- a. **Trademarks:** The name Dearlife and the names of all Dearlife products are the trademarks of and owned by the Company and the Company alone is authorized to produce and market products and literature under these trademarks. Use of the Dearlife name on any item not produced or authorized by the Company is strictly prohibited.
- b. **Dearlife Literature:** Only official Dearlife literature may be used for representing Dearlife products and/or the Dearlife Business Plan. Dearlife literature must not be duplicated or reprinted without prior written permission from Dearlife. Banners, trade show materials, and other related promotional material, must be approved in advance in writing by Dearlife.
- c. **Print and Electronic Advertising:** Only the materials approved by the Company may be used in the placement of any advertising in any print or electronic media which includes Webpages, blog spots on websites like Facebook, YouTube channels and Instagram handles. No person shall use the Dearlife name, logos, trademarks, or copyrighted material in any advertising not produced by Dearlife or without express written permission from Dearlife.

- d. **Internet and Website Policy:** The Dearlife Distributor can spread awareness and inform general public about Dearlife opportunity and benefits by way of spreading messages, videos, and photographs etc. on their own social media handles. However, the said messages, videos and photographs shall not de-grade the image of the Company and shall be consistent with the official literature published by the company. The Company strictly monitors various social media platforms and will takes action if any Dearlife Distributor found violating these policies.

Dearlife also maintains its official website www.dearlife.co.in and other Social Media platform/s for spreading awareness about the company and the company does not allow its Distributors to:

- (a) independently design a website that uses the names, logos, or product descriptions of Dearlife.
- (b) use “blind” ads or banner ads on the internet making product or income claims, which are ultimately associated with Dearlife products or the Dearlife Business plan.

19. Enforcement of the Dearlife Rules of Conduct:

- a. Violation of the Dearlife code of conduct is an extremely serious matter, not only because of the effect it may have on the business of an individual Dearlife Distributor, but also, the result this conduct may have on the opinions of the Dearlife business held by the public, the media and government officials.
- b. Dearlife will make every effort to correct any violation through guidance and counselling, further action may be required in more serious cases including, but not limited to the following, which may be applied by Dearlife in any order or in any combination:
 - I. Conduct re-orientation meetings and charge back the expenses to the Line of Sponsorship.
 - II. Suspension period for the offending Dearlife Distributor.
 - III. Suspend invitations to company-sponsored trips.
 - IV. Suspend authorisation to conduct sponsoring activity.
 - V. Hold / forfeit payment of commissions, higher award monies, or other monies payable to the business.
 - VI. Termination of the offending Dearlife Distributor.
- c. Dearlife will allow the Dearlife Distributor to implement the appropriate corrective action within the time limit specified by a decision letter. However, if compliance has not occurred on expiration of the time limit, Dearlife Grievance Redressal Committee will take further enforcement action directly. On receiving constructive response from the Distributor, the Grievance Redressal Committee will respond and work on it, until the closure of the matter. Notice of such action shall be given by letter, addressed to the violating Distributor. The letter shall be issued and sent by Registered Mail/email to the last mailing address while stating the Rule(s) violated by the Distributor.

20. Procedure for handling violations and Actions taken by the company:

a. **Violation**

- I. Violation of the Dearlife code of conduct is completely unacceptable under any circumstances. The company in its absolute discretion can take disciplinary action, up to

and including termination, against any Dearlife Distributor who discreetly or indiscreetly violates Code of Ethics and Code of Conduct and/or any other guidelines or instructions given in the company's official publications. The decision of the company in this respect shall be final and binding to all parties concerned.

- II. In case any violation is observed, Dearlife Distributor must report the same to Dearlife in accordance with the below specified complaint procedure:
 - (a) Violation must be notified to the company along with all facts and documentary or other evidence connected with it. Additional information may be asked from any party by the company with regard to the complaint.
 - (b) On receiving complaint, the company will issue show cause notice stating the Rule(s) violated by the Distributor to the Registered Mail/email of the concerned Distributor seeking an immediate response. On receiving constructive response from the Distributor, the Grievance Redressal Committee will respond and work on it, until the closure of the matter. The Grievance Redressal Committee will take disciplinary action if no response received from the Distributor within the stipulated time.

b. Actions

Dearlife may initiate termination or suspension of a Dearlife Distributor's business even in the absence of a formal complaint.

I. Suspension of a Dearlife business:

Dearlife may employ various actions and procedures to encourage proper Dearlife business conduct

- (a) Block access to Business Status reports.
- (b) Hold payment of commissions, award money, or other additional benefit payable to the Distributor. Releasing of Travel Fund, Car Fund, House Fund and Royalty Fund depends upon company discretion and it may be released upon final decision taken by the company.
- (c) Not allow them to attend Company sponsored seminars, events, meetings, training sessions, home presentations etc. Prevent them from participating in Company sponsored trips.
- (d) Prevent them from placing orders on the Company or sharing opportunities.

- II. Upon termination of their authorization as a Dearlife Distributor for any cause whatsoever, the action will be taken as per Clause 21 (f) of The Code of Conduct.

21. Termination of Dearlife Distributor:

- a. Termination of Dearlife Distributor means Dearlife terminates all the contracts it has reached with the concerned Distributor. From the date of issuance of the termination notice, the terminated Distributor will immediately lose his/her Dearlife Distributor's rights and interests, including the bonuses generated from the concerned Dearlife business.
- b. Dearlife can terminate the Dearlife Distributorship of a Distributor if he/she:
 - I. gives wrong information in the online application form.
 - II. misrepresents Dearlife and or its Business.
 - III. breaches the Code of Conduct.
 - IV. is convicted of an offence punishable by any court of law in India.
 - V. is declared bankrupt.
 - VI. is not mentally sound to handle the business.

- VII. is found to be acting as a distributor or working for that company in any other manner/capacity which is in direct / indirect competition with Dearlife products, business and/or services that may neglect or detrimentally affect Dearlife.
 - VIII. breaches the terms and conditions while availing any value-added services including but not limited to any payment thereof or failure in making any payment of any products / services provided by Dearlife.
 - IX. Defames the company and or any of its employees.
 - X. Uses the copyright data, information about downlines, plotting with others to harm the Dearlife Business.
 - XI. Makes his/her own organization to promote the Dearlife Business under its banner.
 - XII. If any distributor makes a serious misrepresentation of Dearlife or Dearlife business which, in Dearlife's opinion, is not likely to be satisfactorily remedied by initiating corrective actions.
- c. When a Dearlife Distributor is terminated, the Distributor loses all their position in the network, including, but not limited to, bonus ranks and eligibility.
 - d. Dearlife has the right to terminate the Distributorship agreement in the event of an uncured breach by Dearlife Distributor of the terms and condition of Dearlife Distributor Online Application form.
 - e. Once terminated by the Company, the Dearlife Distributor will not be permitted to re-apply as Distributor of the company for minimum period of 1 year from the date of termination
 - f. Upon termination of his/her authorization as a Dearlife Distributor for any cause whatsoever, the Dearlife Distributor shall forthwith:
 - I. cease to use all trademarks, trade names, insignia, or other industrial property used in or related to the Dearlife business, and
 - II. cease to identify himself/herself as a Dearlife Distributor.
 - g. Dearlife may initiate termination or suspension of a Dearlife Distributor's business even in the absence of a formal complaint. Dearlife shall not, however, take action against the Distributor until Dearlife has first offered the violating Distributor an opportunity to explain and/or justify his/her conduct.
 - h. The Dearlife Distributor shall have the right to request a review of the decision taken by the Dearlife Management Team, whose decision shall be final and binding.
 - i. In the event that the company terminates a Dearlife Distributor's business pursuant to the Code of Ethics and Rules Governing Business of Dearlife, the Distributor will have no claim against the company, arising out of or in respect of the termination.
 - j. The company may terminate without affording to give an opportunity to rectify Dearlife Distributor's improper conduct where the violation has been of such magnitude as to bring into serious question the right of such Distributor to continue to operate his/her business.

22. Prohibition from Spamming:

- a. ***Unsolicited e-mail messages:*** No Dearlife Distributor shall send, transmit or otherwise communicate any unsolicited e-mail messages to persons with whom the Distributor does not have a pre-existing personal or business relationship. This includes, but is not limited to, sending e-mails through newsgroups, purchased mailing lists, 'safe lists', or other lists of individuals or entities with which the Distributor does not have a relationship.
- b. ***Employment Postings:*** If a Dearlife Distributor responds to an employment posting for someone seeking an employment opportunity, he/she shall clearly state within the first

paragraph of the response that he/she is offering a business opportunity. Any materials used with a prospect must be approved by the company in accordance with Code of Conduct and business herein.

23. Use of the Company Website (www.dearlife.co.in)

By using the Company website, the Dearlife Distributor accepts and agrees to be bound by the “Website Disclaimer and its Privacy Policy” and by all other terms and conditions, policies, procedures and/or rules mentioned on the website by the Company from time to time, all of which forms an integral part of this Code of Conduct and for governing the relationship between the Dearlife Distributor and the Company.

Dearlife, at its sole discretion, may make changes in the [http://www.dearlife.co.in/](http://www.dearlife.co.in) Company website and may alter any of the contents thereof by posting such changes online. The Dearlife Distributor should ensure his/her awareness of all such changes by regularly checking his/her e-mails, Distributor Portal and regularly reviewing the company’s website. Continued use of the website following any change constitutes acceptance of the change and agreement by the Dearlife Distributor to be bound by it. To enhance the user experience of the website the Company reserves the right and may collect Personal Data through the use of cookies and other technologies which is given in details in the Privacy Policy of the Website.

24. Modification by the Company:

Dearlife shall at its sole discretion amend the Code of Conduct and Terms & Conditions of “Distributor Online Application Form” and shall notify any amendments, alterations, deletions or additions by updating the same on the Company website (www.dearlife.co.in) and it is the Distributor's responsibility to keep track of the same. In event of any change in Terms and Conditions / Code of Conduct / Business Plan the Distributor can choose to terminate his/her distributorship with the company or such Distributor aggrieved of any change in the Terms and Conditions / Code of Conduct / Business Plan can intimate their grievance to the management within a period of 15 days, if not, then his/her continuation of the Distributorship shall be deemed as his/her acceptance to the change.

25. Zero Tolerance Policy:

This policy is to emphasize that the company will not overlook any violation of the Code of Conduct and Code of Ethics defined and printed in any of the Dearlife Publications; no leniency shall be shown in dealing with a Dearlife Distributor who is found to be indulging in adverse conduct or is found to be in violation of the Rules. In addition, Dearlife can hold that Distributor responsible for any cost or damages incurred by the Company and/or any other Distributor/s, if the activities of such Distributor have the effect of derogating, diminishing, or damaging the reputation of the company or its products and/or services.

26. Adherence to Law:

Dearlife Distributor must strictly adhere to the laws of the land. Distributor must not engage in any unlawful trade practice as defined by any Central, State or Local law or regulation. If any Distributor is found to be engaging in or operating, participating in an illegal or unlawful activity or enterprise and even upon notification and request by the company, if he/she refuse or fails to terminate his/her relationship with such illegal or unlawful enterprise or activity, then the company shall terminate such Distributorship, whereupon the Distributor shall lose all the right and privileges of his/her Distributorship.

27. Severability:

If any provision of these terms and condition laid down is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

28. Dispute resolution:

This agreement and all questions of its interpretation and enforcement will be subject to Indian Laws. Both the Parties shall endeavour to settle any dispute arising between them through mutual discussion within 30 days of such dispute. In the event such dispute is not being resolved amicably within 60 days, the same shall be referred to sole arbitrator to be appointed by the company whose decision shall be binding on both the parties according to the provision of Indian Arbitrations and Conciliation Act 1996. Venue of such arbitration shall be Bhubaneswar; Odisha. Subject to above Courts at Bhubaneswar, Odisha alone shall have jurisdiction in relation to the matters including but not limited to violation of Code of Conduct, Terms and Conditions or any other matter related to the Company and the Distributors arising therefrom.

29. Limitation of Liability:

The Company's liability whether under the agreement or otherwise arising out of or in connection with this direct selling agreement shall not exceed the lesser of:

- I. actual damage or loss accessed by the arbitrator or any other dispute resolution mechanism adopted by the parties or
- II. total commission earned by the Dearlife Distributor during the six-months period preceding the date of dispute.