



AGREEMENT ACCEPTANCE

AGREEMENT BETWEEN BUSINESS ASSOCIATE & ANIMESHMSN PVT.LTD. (AMS)

1. There is no cost to join AMS Business. An Associate is an independent business owner operating his/her own business and is not an employee/agent/representative of AMS or its affiliated companies.
2. An Associate is expected to be truthful and accurate in offering AMS Business opportunities or selling AMS Products. He should not make false claims about the quality, uses, opportunities, products, earnings & efforts required to build the business.
3. An Associate can own and operate one Associate ID only. The spouse of Associate will be considered as Co-applicant by default.
4. Business Associate will keep in confidence all trade secrets and agrees not to enter or participate in a competing business activity in any direct selling company.
5. An Associate in one line of sponsorship must buy all the products either directly from AMS or from his/her sponsor. No Associate shall engage in Cross-Group Selling.
6. An associate must not engage in any deceptive or unlawful trade practices as defined by any Central, State or Local law or regulation.
7. No Associate can introduce/produce or sell any business support material without the consent or approval from AMS.
8. One can do AMS Business in the name of HUF, Partnership Firm, LLP, Company, Society and Trust. To get income from the business in case the entity dissolves, the proof of the ownership of the entity should be submitted with the Company. The income will be released after the consent of the company about the ownership. After the dissolution of the entity the claim can be accepted within 3 months and no claim will be entertained after 3 months.
9. This agreement is entered on a personal basis and may not be assigned or transferred by the Business Associate to a third party without AMS written consent. AMS is free to assign or transfer this agreement.
10. AMS may reject any application for any reason, at its discretion, if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.
11. AMS is not responsible for any payment made through individual but not reaching the company.
12. AMS through its diverse range of products gives the Business Associates' an opportunity to start business. On becoming the AMS Business Associate the products are available at Discounted Rates which can be sold on MRP (but not beyond the MRP) and the Business Associate can introduce new people to start their respective businesses.
13. To become the Business Associate of AMS, it is mandatory to register online. Online registration will be done with the help of an OTP (One Time Password) that will be sent on the registered mobile number of the associate from the company once you register online. Only one registration is possible via one registered mobile number. Associates can also register online by filling the Application Form and uploading self-attested KYC Documents and Passport Size Photograph within 24 hours otherwise the ID will be deleted. Associates cannot sponsor anyone and/or purchase anything from the company till the time KYC documents are not uploaded.
14. An Associate will have to upload passport size photograph and self-attested KYC Documents (ID Proof and Residence Proof such as self-attested Copy of Driving License, Passport, Aadhar Card, Voter Card, PAN Card, and Copy of Bank Pass Book or a cancelled cheque) in his/her profile on the company's website after the joining date to ensure release of payouts seamlessly. Until and unless the Business Associates do not upload KYC Documents, no sales incentive will be released.
15. To keep the ID active, every Business Associate has to makes some sales from time to time. If any Business Associate does not make any sales for six months (closing date of sixth month) since his/her last sales or the date of joining, his/her Associate ID will be deleted and the team will be rolled up to his/her Sponsor/Up line and he/she will get no further income/ incentive/ commission from AMS.
16. Product Return Policy: In case the associate feels that the products are not of good quality or if there is any manufacturing or packaging defect then the associate can exchange/return the products. The associate must contact the concerned Outlet/Distributor /Company from whom he has purchased the products within 30 days from the date of purchase. He has to provide a valid reason and return the products along with the original invoice or receipt. In such cases, it is the distributor's responsibility to check the expiry date and packaging of the products before processing the refund/exchange.
17. AMS has all the rights to reject the plea to refund the amount of products returned, if the associate is repeatedly returning the products.
18. AMS at its discretion can change its rules, regulations, policies and procedures as amended by AMS from time to time.
19. AMS may in its absolute discretion immediately suspend and/or terminate the Business Association by notice in writing to the Business Associate in the event that AMS has reasonable grounds to believe that the Business Associate has breached any provision of this agreement, its rules, regulations, policies or procedures as amended from time to time.
20. AMS shall not be liable for any incidental or consequential damages caused by its breach, cancellation or suspension of this agreement, whether or not the possibility for such damages is known to AMS.



21. All disputes or differences arising out of or in relation to this agreement shall be referred to an Arbitrator appointed by the director of AMSUN whose decision shall be binding on the parties according to the provisions of "The Arbitration Act".
22. Jurisdiction in respect of any/all disputes arising out of or in relation to this Business Associate agreement shall vest exclusively in the Courts at Jamshedpur, Jharkhand only.

CODE OF ETHICS ACCEPTANCE

Code of Ethics Acceptance

CODE OF ETHICS

1. *ANIMESHMSN PVT.LTD. ("AMSUN" or "Company") is a company incorporated under the Companies Act, 1956 and has its Registered Office in Sana Complex, Aambagan, Sakchi, Jamshedpur, Jharkhand. The Company is inter-alia into the business of Direct Selling of various products such as Ayurvedic Medicines, Herbal, Health Care, Home Care, Beauty Care, Personal Care Products and products related to Animal and Agriculture.*
2. *All Business Associates of AMSUN should observe and follow the Company's Code of Ethics with full integrity and should make his/her down line follow the code of ethics with same commitment. Compliance with the Code of Ethics is mandatory as stipulated under the Associate Application Form.*
3. *Any person 18 years and above can become a Business Associate of AMSUN without any investment. Joining AMSUN is easy and absolutely free.*
4. *Correct and factual information as per the KYC documents together with the KYC documents will have to be furnished by those who seek to register with/ become Business Associate of AMSUN. If, at any time, it comes to the knowledge of AMSUN that a person has submitted incorrect information about their Business Association / IDs would be immediately suspended and subsequently terminated if so warranted upon enquiry.*
5. *A Business Associate, on starting business, should carefully study AMSUN's literature and also avail the information from the website (www.amsun.in). Before giving knowledge to others, Business Associate should have full knowledge of the Company's products and business plan.*
6. *A Business Associate of the Company is not an employee, agent, partner or a legal representative of the Company. A Business Associate is a business owner doing his/her business independently.*
7. *During the course of the presentation of AMSUN business opportunity and during the sale of the products, every Business Associate should be honest and should follow proper procedures for conducting business. During the sale of products, she/he should not force the consumer/any other Business Associate and not make any misleading or false commitment.*
8. **Joining & ID Activation:**
 - a) *AMSUN through its vast range of products gives the Business Associates' an opportunity to start business. On becoming the AMSUN Business Associate the products are available at*



Discounted Rates which can be sold on MRP (but not beyond the MRP) and the Business Associate can introduce new people to start their respective businesses.

- b) To become the Business Associate of AMSUN, it is mandatory to register online. Online registration will be done with the help of an OTP (One Time Password) that will be sent on the registered mobile number of the associate from the company once you register online. Only One registration is possible via one registered mobile number & PANCARD. Associates can also register online by filling the Application Form and uploading self-attested KYC Documents and Passport Size Photograph within 24 hours otherwise the ID will be deleted. Associates cannot sponsor anyone and/or purchase anything from the company till the time KYC documents are not uploaded.*
- c) An Associate will have to upload passport size photograph and self-attested KYC Documents (ID Proof and Residence Proof such as self-attested Copy of Driving License, Passport, Aadhar Card, Voter Card, PAN Card, and Copy of Bank Pass Book or a cancelled cheque) in his/her profile on the company's website after the joining date to ensure release of payouts seamlessly. Until and unless the Business Associates do not upload KYC Documents, no sales incentive will be released.*
- d) To keep the ID active, every Business Associate has to makes some sales from time to time. If any Business Associate does not make any sales for 6 Month (closing date of Six month) since his/her last sales or the date of joining, his/her Associate ID will be deleted and the team will be rolled up to his/her Sponsor/Up line and he/she will get no further income/ incentive/commission from AMSUN.*

9. Death/ Physical impairment of any Associate:

- a) On the death of any Associate, his/her business will be transferred to his/her nominee or to the legal heir determined by the court.*
- b) if he/she dies or becomes physically fully impaired/handicapped (lose any two limbs) then the Company will grant his/her family the privilege of getting leadership bonus.*

10. Quick Achievement Offer:

- a) The Associate who is Refer Direct Join Left or Right "Quick Achievement Offer" be a Achievement level and has qualified for the Repurchase Matching Income Plan.*
- b) It may be noted that to receive leadership bonuses and other incentives such Associate's ID should have completed **minimum qualifications 1:2 / 2:1 in direct Ref.** (i.e. his/her three direct team Associates in Left- Right different down lines should be Qualified Qualification Round).*
- c) **For Qualification Income** Left side 1000BV or Right side 2000 BV or Left side 2000BV or Right side 1000BV first time one time Rs 600/- for Qualification eligibility Criteria round.*
- d) Propagation Pair Income- Unlimited depth 1:1 maximum Capping 20 Pair you will get Rs. 12000/- every day. You get per day per ID maximum Rs 12000/-*



- e) *Friendship Pair Income 1:1 (Same Day) Package wise consider per day if only 1000BV matching you will get Rs. 600/- If 4000 BV matching you will get Rs 2400/- Maximum as Friendship income.*
 - f) *Associate's ID should have must Activated before down line active otherwise per day amount will be flash to up line.*
 - g) *BY ONE GET ONE FREE OFFER ON REPURCHASE ONLY.*
 - h) *Associate's repurchase minimum 400BV monthly is compulsory otherwise repurchase matching income will be flash. (1BV=3 to 5 Rs.)*
11. *AMSUN transfers the sales incentive earned by the Associate to respective bank account. To get the sales incentive it is mandatory to give Bank Details (Name of the Bank, Account Number, Branch, IFSC Code etc.). If any Associate does not give the Bank Details then the sales incentive of the Associate will be credited in his/her ID and it will be retained for 3 financial years, after that this incentive will be forfeited and will be deleted from the ID; and the Associate cannot claim for that incentive from AMSUN.*
12. *AMSUN releases the sales incentive to Associates after deducting tax at source (TDS) at the applicable rates as per the Income Tax Act and the Rules. Accordingly, each Associate will have to submit his/her PAN Number. If any Associate does not submit his/her PAN number then the company will release the incentive by 25th of that month after deducting 20% TDS (or such higher percentage as may be stipulated under the Income Tax Act and the Rules). On that ID on which 20% TDS has been deducted will not receive Form-16-A from the Company.*
13. **Awards from AMSUN business:**
- a) *The qualifying Associates can claim their gifts within 6 months of being so entitled. After the aforesaid period of 6 months no claim will be accepted/ entertained by AMSUN.*
 - b) *Any Associate who has qualified for any gift/tour will not get any other gift/cash in exchange. When the company is organizing a tour, and if such an Associate does not avail of the gift/tour or is not present, the gift/ tour shall be deemed as forfeited. In case the visa application of an Associate for the foreign tour is rejected by the embassy on any grounds, the Company will not be responsible for the same and shall not be liable to compensate the Associate.*
 - c) *In case of Partnership firm or other Associates who are working on a single ID, only one Partner/Associate will get tour and gift benefits on that ID, not all the Partners/ Associates.*
14. **If an Associate who has joined with a business team, then he/she cannot join in any other MLM business team by his/her own name, or business partner.**
- a) *Any immediate family member of an Associate above the age 18 years can join in the down line of that Associate only.*
 - b) *Extended family member: Brother, sister and married daughter are considered as a member of extended family. They can join any other business team and perform as per the business*



rules. Please note this is done in the best and transparent intentions and benefit of one and all.

- c) *Legally separated wife, husband, daughter and son can do business individually only after getting confirmation from the Company.*
 - d) *Wife and husband can work separately on their old separate IDs.*
 - e) ***If two Associates get married:***
 - 1. *Wife and husband can work separately on their old separate IDs. If the husband and wife wants to work together, one spouse will have to resign from his/her Associate ID and the down line team will be rolled up to his/her up line.*
 - 2. *Two married Associates can form a Partnership Firm and work together on that ID on which they have not resigned.*
15. *The spouse of Associate will be considered as Co-applicant by default. If they are getting divorced then the benefits of the Associate ID will be distributed equally to both the Applicants or as per their mutual agreement or as per the directions of the Court. Any gift and/or tour will be given to the working Associate only. For this, the Associate will have to submit the copy of the papers related to the divorce with the Company.*
16. *It is not acceptable to allow any friend or relative or any other Associate to do business on your ID.*
17. *If an Associate has the status of an active ID in the Company, he/she cannot rejoin with any other sponsor in his/her own name or in the name of his/her any family member.*
18. ***If an Associate having an active ID rejoins with another person/ Associate/ introducer/ sponsor, the rules given below will be applicable:***
 - a) *If any Associate misguides another Associate for rejoining his team, the Company reserves the right to delete the new ID of the Associate and the entire team made by the Associate will be shifted to the old ID of that Associate.*
 - b) *If found guilty, the company has the right to delete the ID and stop the sales incentive till the final settlement.*
19. ***Resignation/Termination or Transfer of Associate:***
 - a) *Associate can resign as per his/her own will. If he/she intends to rejoin the business, then he/she can join again only after 6 months of such resignation and cannot claim for the business, income and/or down line which was generated on the old ID. In this 6 month period, the Associate will not work and he/she will not be active in the Company's business.*
 - b) *If any Associate violates the Code of Ethics then his/her Associate ID can be terminated immediately with written notice and he cannot rejoin. However, the Company will send a letter to the Associate explaining the cause of termination.*
 - c) *If any Associate due to some reason wants to transfer his/her Associate ID he/she will have to take the permission and consent from the Company and can transfer the Associate ID to any family member only. All required documents related to this will have to be deposited with the Company along with the consent letter. The decision of the Company will be final.*



20. Associates will purchase products directly from the authorized product centers of AMSUN. Associates should not buy or sell products through cross group or any other Associates.
21. Associate on purchasing products from the Product Centers must take computerized bill from the software of the Company. If not, his/her purchase will not be recognized and he/she will not get any benefit.

22. Product Return Policy:

In case the associate feels that the products are not of good quality or if there is any manufacturing or packaging defect then the associate can exchange/return the products. The associate must contact the concerned Outlet/Distributor/Company from whom he has purchased the products within 30 days from the date of purchase. He has to provide a valid reason and return the products along with the original invoice or receipt. In such cases, it is the distributor's responsibility to check the expiry date and packaging of the products before processing the refund/exchange.

AMSUN has all the rights to reject the plea to refund the amount of products returned, if the associate is repeatedly returning the products

Documents required for returning the products along with the products:

- a) Product Return Form stating the reason for return
- b) Original invoice

23. **Buy Back Policy:** Buy Back Policy is designed to safeguard the interest of the Business Associates who wish to resign or discontinue his associate ID. He / She has to return the products to the company but has to ensure that the products are properly sealed, unused and can be resalable and restock-able. When the Business Associate wants to resign: In case the Business Associate resigns from the business, then he has to forgo all the claims, benefits, bonus and other incentives related to the products and his associate ID. The company will Buy Back products; if they were purchased within 30 days and only if they are re-salable, re-stock able and sealed.

a) Resignation Procedure:

1. Business Associate has to give a written consent to the company stating his/her reason behind the resignation.
2. He will have no claims and rights to his associate ID from that date onwards.
3. He has to fill a Product Return Form and attach the original invoice of the product along with the form.
4. Bonuses and BV's received by the resigning Business Associate's up line on the products returned will be deducted from the up line. But if the BVs were used to upgrade any level of Associate or up line then it will remain as it is.
5. Resigning Business Associate will get a final cheque on the cost of products returned after deducting bonuses on the original purchase, shipping cost and 10% handling charges or any other expense borne by the company.

b) Buy Back Policy Rule:

1. This rule is strictly imposed on all the Business Associates to ensure that the products are purchased keeping in mind the requirement and demand of the product in your area. It is advised that Business Associate should not overstock the products and sponsor should guide his/her down line on purchase ethics.



Associates should purchase products if 75% of the products in stock have been sold or consumed personally. This will help the company to ensure the quality of products and satisfy the Business Associates.

24. *There is no obligation to buy more products or business support material than needed. Associate or anyone else should not force others to buy products or business support material more than required.*
25. *Associate should not be involved in any illegal activities or business which might be against the policy of AMSUN as well as Central, State or Local Rules and Regulations.*

26. Copyright Act:

- a) *All printed materials, labels, logos or slogans are the Copyright material of AMSUN and associate companies. No Associate or any other person has the right to use whole or part of the printed material without the written permission of the AMSUN and/or associate companies.*
- b) *No Associate can purchase domain or promote on social media by using company's name i.e. AMSUN or Animeshmsn pvt. Ltd company's products.*
- c) *No Associate can repack the products or change the label, mark or logo of the company.*
- d) *If an Associate is found guilty of the above acts his/her ID will be terminated and all the income will be ceased by the Company and the down line will be rolled up to his/her up line /sponsor.*

27. Related to Advertisement and Social Media:

- a) *If any Associate wants to give an advertisement about the business and/or the product then he/she will have to take/obtain a written permission from the Company for the use of AMSUN Marks and Logos in the advertisement.*
- b) *Associate cannot sell company's products on social media or any other online shopping portal.*
- c) *In the advertisement and in any social media platform misleading information or allurements practices of any form on the products and/or business should be strictly prohibited.*
- d) *If any Associate is found guilty of such an act, the business Associate will be personally responsible for the same and the decision of the Company's management will be final.*

28. Associates neither can incur any liabilities or debt nor enter into any contract in the name or on behalf of the Company.

- a) *Associate will not open Bank account in the name of company i.e. AMSUN or Animeshmsn pvt. Ltd.*
- b) *Associate should not sell or buy products on credit. If he/she does so then he/she will be solely responsible and the Company will not be responsible for the same.*

29. *In AMSUN business, one can generate income by buying and selling products. To be successful in this business, a person will have to work hard and be consistent and a good planner. An Associate should not advise that one can be successful without investing time, effort and planning.*



30. Any person can sell AMSUN Products. But if any Associate wishes to sell products by installing a canopy, stall, or exhibit at any place; Associate will have the responsibility of obtaining the required permission for the same from the related Government Department or from the appropriate authorities.
- a) If any Associate wants to setup an Ayurvedic Camp where medical check-up and prescription is required; then it should be done by a Qualified/Certified Doctor and Associate will be responsible to fulfill all the necessary formalities and should obtain permission from the appropriate authorities.
31. No Associate can sell Company products below/above the fixed price or offer any promotional offer.
- 32. Unethical Business Practices :**
- a) It is prohibited to change or misuse other's Associate Application Form, to stop the sale of the team or to utilize the sales of the team to complete personal sales volume targets.
- b) If an Associate after taking payment from the Associate against the products does not deliver the products/does not issues the sale bill/and misuses the sale/money for his/her own benefit, strong legal action will be taken against that Associate.
- c) It is prohibited to offer any tangible or intangible benefits or to make any false promises to enroll somebody in the Business group.
- d) It is prohibited to pressurize the team to sell products or use the sales of any other Associate to complete his/her own sales volume target or the sales volume target of any Associate of his/her team.
- e) If found guilty company gives the right to the Associate who has suffered because of such malpractices to change his/her sponsor.
33. It is strictly prohibited to consume Cigarette, Liquor and to chew Pan, Pan Masala and Tobacco & Gutkha during the Company's seminars and meetings. Any Associate or their guest found to be in violation of this rule shall be subject to termination of Associate ID.
34. It is strictly prohibited to misbehave in any way with any Associate, Customer or with any of their family members.
35. It is strictly prohibited to do business by own name or in the name of any family member in any Direct Selling Company besides AMSUN. If found, the Associate's ID will be terminated immediately without any notice.
36. Company has the sole right to change the Products, Price and Business Volume of the Products, Business Plan and Code of Ethics as per requirement at any time without any prior notice. Company will not be responsible for any loss of the Associate due to any change thereof.
37. Company will not be responsible for any kind of loses due to the termination of ID of an Associate. Associate will be solely responsible for all the losses.
38. Company will cease all the rights of the Associate after termination of his/her ID. The income from Business will be stopped after termination and his/her team will be rolled up to her/his sponsor/up line.
39. Associate should not share his/her Login ID and Password with any person. Company will not be responsible if the Login ID and Password is lost or misused. It is advisable to change the passwords from time to time to ensure safety.
40. Company has the right to accept or reject any Application without assigning any reason.



41. **One can do AMSUN Business in the name of Hindu Undivided Family, Partnership Firm, Limited Liability Partnership, Company, Society and Trust.**
- Company will give information only to an individual person or to any official authorized by the entity in writing.*
 - The income from the business will be in the name of the entity.*
 - The required documents should be submitted as per the mandatory requirements, such as, Constitution/Partnership Deed, Memorandum and Articles of Association, Incorporation Certificate, if available, along with the copy of PAN Card and the Joining Form. In case of HUF, only copy of the PAN Card will be necessary.*
 - It is mandatory to inform AMSUN, if there is any change in the Constitution and New Application form should be submitted in the Company office along with the copy of the New/Amended Constitution. Company has the right to accept/reject the Application with New/Amended Constitution.*
 - To get income from the business in case the entity dissolves, the proof of the ownership of the entity should be submitted with the Company. The income will be released after the consent of the Company about the ownership. After the dissolution of the entity the claim can be accepted within 3 months and no claim will be entertained after 3 months.*
42. *AMSUN believes in humanity. So Associates should not discuss any Political or Religious issues and also discourages discussion on the disputed subjects which creates unhealthy feelings.*
43. *AMSUN will issue Identity Cards (ID) to all Associates. All Associates should carry their identity card and should not visit the customer's premises without prior appointment.*
- AMSUN Associate's Identity Card will be available in the Associate Login ID after the activation of the ID. Associates can download the ID card from there and get it printed themselves.*
44. *At the initiation of a sales presentation, without request, the Associate's will truthfully and clearly identify themselves, the identity of the Company, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer.*
45. *The Associate will offer the prospective consumer accurate and complete explanation and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service.*
46. **The Associate will provide the following information to the consumers at the time of sale, namely:**
- Name, address, registration number or enrollment number, identity proof and telephone number of the Associate and details of AMSUN;*
 - A description of the goods or services to be supplied;*
 - Explain to the consumer about the return policy of the company in detail before the transaction*
 - The order date, the total amount to be paid by the consumer along with the bill;*
 - Time and place for inspection of the sample and delivery of goods;*
 - Information of his/her rights to cancel the order and/or return the product in saleable condition and avail full refund on sum paid;*
 - Details regarding the complaint redressed mechanism.*



47. An Associate shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable by law.

- a) An Associate is responsible to comply with all the local, state and national laws.
- b) An Associate is liable to pay all the local, state and national taxes and fees.

48. An Associate shall not:

- a) Use misleading, deceptive and/or unfair trade practices;
- b) Use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers;
- c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- d) Present any advantages of direct selling to any prospective direct seller in a false and/or a deceptive manner;
- e) Knowingly make, omit, engage or cause or permit to be made, any representation relating to the direct selling operation, including remuneration system and agreement between AMSUN and the direct seller/Associate or the goods and/or services being sold by such Associate which is false and/or misleading;
- f) Force prospective or existing direct sellers/Associate to purchase any literature or training materials or sales demonstration equipment.

49. Appropriate action will be taken against the Associate in case he fails to comply with the Code of Ethics of AMSUN which outlines in detail the ethical business practices.

Thanks.