



QNET
POLICIES & PROCEDURES

POLICIES & PROCEDURES (VIHAAN ONLY)

1) Purpose

These Policies & Procedures (the “P&P”) spell out the rights and obligations between Vihaan Direct Selling (India) Pvt Ltd (the “Company”) and its (“Distributors”). The Company is a franchisee of QNet Ltd (Hong Kong) for the distribution of QNET products within the territory of India. The P&P, the Distributor Application Form that is accepted by the Company, the Compensation Plan and the Product Terms and Conditions together govern the total contractual relationship between the Company and its Distributors.

2) Modifications to the Distributor Application Form, Policies & Procedures and the Compensation Plan

The Company reserves the right to amend the P&P, the Distributor Application Form, the Compensation Plan and the Product Terms and Conditions in its sole and absolute discretion. By signing the Distributor Application Form, the Distributor agrees to abide by all amendments and/or modifications that the Company elects to make as and when deemed necessary. Any amendment shall be effective upon publication in the official materials of the Company. It is the sole responsibility of each Distributor to read, understand, agree, adhere to, and ensure that he/she is aware of, and operating under the most recently updated version of this P&P.

3) Definitions

“Agreement” means the completed online Distributor Application Form that was submitted by a Distributor, which includes the P&P, the Compensation Plan and the Product Terms and Conditions that is subsequently accepted by the Company.

“Business” means the direct selling business

“Products” mean anything, goods or services, tangible or intangible that constitutes the subject of an intended direct selling transaction available with the company.

“Business Planner” means a kit that includes training materials, information about the Company, QNET and its products including related information and material.

“Sales Incentive Payable Account” means an accounting record within the Company’s accounting system. Each Distributor has his/her own Sales Incentive Payable Account. Such an account records the amount of money that is due to the corresponding Distributor or vice versa.

“Company” means Vihaan Direct Selling (India) Pvt Ltd, which is a company incorporated with limited liability under the laws of India and having its registered office Ground Floor, E1 Block (Beech), Manyata Embassy Business Park , Outer Ring Road, Bangalore – 560045 *Karnataka, India*.

“Compensation Plan” or “QNET Sales Incentive Plan” or “ComPlan” means the QNET Marketing and Compensation Plan that allows a Distributor to earn Sales Incentives/bonuses based on sales of products and services as detailed in Appendix 1.

“Compensation Summary” means a periodic statement issued by the Company to its Distributor that lists the value of Sales Incentives and/or bonuses each Distributor has earned within the relevant period.

“Customer” or “Retail Customer” means a person who has purchased the Company’s products but does not register as a Distributor, and is considered a retail consumer. Where “buy”/“purchase” means to obtain in exchange for money.

“Consumer” refers to any person(s) to whom selling activities are directed, whether as an individual or as a company, as an end user.

- i. buys any product for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or
 - ii. hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person but does not include a person who avails of such services for any commercial purposes;
- Explanation: For the purposes of this clause, “commercial purpose” does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment.

“Downline” means the Tracking Centres or the Customers/ Distributors below a specific Tracking Centre or Distributor respectively in the Genealogy whenever the context requires.

“Genealogy” means the relationship or relative positioning of Tracking Centres in the Company’s database.

“Distributor” means any person above the age of 21 years on the date of registration or a legal entity entitled to do business with eligibility to enter into a business contract.

An “Distributor” may be a retail customer or a registered Distributor. Distributors are also known as direct sellers.

“Register” means to introduce/signup formally as a participant in the business.

“INR” or “Indian Rupee” means the official currency of the Republic of India.

“Distributor Discounted Price” means the prices of the Company’s products at which the Company sells to the Distributors.

“Distributor ID No.” means the identification number that the Company assigns to a Distributor when the Company accepts that person as its Distributor. [See clause 4.01] A Distributor’s Identification Number is a unique number assigned to each Distributor and is used to identify that Distributor through his/her business relationship with the Company.

“Merger” means the combination of two (2) or more TC’s into one (1) TC.

“OTP Form” means Offer to Purchase Form, by which a person can offer to purchase the Company’s products.

“P&P” means the Policies & Procedures as stated herein.

“Primary TC” means the first Tracking Centre a Distributor is given when s/he first becomes a Distributor. It is usually identified by the extension ‘001’ after the Distributor Identification Number.

“Product Portfolio” means a kit that includes an array of multimedia presentations, videos and brochures and many other valuable business building tools.

“QNET” means the brand name used by the Company for the purpose of promoting the direct selling business, in the territory of India.

“Incentive / Sales Incentive” means material remuneration given to an individual in exchange of acting in a particular way.

“Referrer” or “referralship” means a Distributor who refers Customers or other potential prospects by assisting them to register as Distributors.

“Distributorship” means all the Tracking Centres that a Distributor has and all other interests s/he has as a Distributor.

“Retail Price” means the retail prices of the Company’s products at which the Company sells the products to Customers.

“Social Media Policy” means the Company’s policy and guidelines on how Distributors can discuss and promote their business on social media platforms such as blogs, Facebook, YouTube, LinkedIn, MySpace, etc. and this can be found in the Distributor’s Virtual Office.

“Tracking Centre” or “TC” means a position in the Company’s database. Sales Incentives and/or bonuses are calculated with reference to each Tracking Centre.

“Secondary TC” means the second and third Tracking Centres directly connected to the Primary TC of a Distributor upon registration. It is usually identified by the extension “002” and “003” respectively after the Distributor Identification Number.

“Upline” means the TCs or Distributors above a specific TC or Distributor respectively in the Genealogy as the context requires.

4) Distributors

4.01 How to register as a Distributor

To become a Distributor, a person must:

- (a) Be 21 years of age or above;
- (b) Have a Referrer;
- (c) Complete the online Distributor Application Form by providing accurate and true information about yourself on the official website of the Company; and
- (d) Print the Distributor Application Form and agree to its contents by signing the hard/printed copy. This completed and signed Distributor application Form must be sent to the Company along with supporting documents for the purpose of KYC:

How to Complete Your KYC:

Login to the Virtual Office > My Global Support Centre > KYC > File CRF > Submit Form

Scanned copies of these documents must be attached to the CRF:

1. Signed Distributor Application Form
2. Signed Distributor Acknowledgement Letter
3. Signed Valid ID Proof (A copy of your Pan Card – This is a mandatory requirement.)
4. Signed Valid Address Proof (A copy of any one of these documents is required: Passport, Driving License, Bank Statements, Aadhar Card, Gas Bill, Notarised Rental Agreement, and Voter’s ID Card.)

Please also attach a recent passport size photograph of yourself in white background. This will be used to create your Distributor Identification Card, which will be couriered to your registered address. Accepted image formats are JPEG, JPG, and GIF, and the file size should be less than 2 MB.

Failure to complete this requirement will result to the following:

- Restricted access to your CPA (Customer Payable Account)
- Restricted access to the eStore (Shop Now)
- Restricted access to the Redemption eStore
- Your Distributor ID cannot be used as a Referrer Distributor ID

- (e) It is mandatory that every Distributor of the company completes their KYC requirements within 30 days from their registration date. Failure to do so within the specified period will result to the Distributor being suspended.

To register as a QNET Distributor, a person must be 21 years of age, have a Direct Referrer, complete the online QNET Distributor Application Form on the official website of the Company, and print the Distributor Application Form and agree to its contents by signing the printed copy. This completed and signed Distributor Application Form must be sent to the Company along with supporting documents for the purpose of KYC.

In the event that the company verifies the date of birth and finds that the Distributor's age is below 21 years, the Company shall reserve the right to refund and terminate the QNET Distributor accordingly.

4.02 Business Entity

For applications other than for an individual, all legal documents containing details of the directors and shareholders, partner or trustees shall be produced. The legal documents must be submitted within fifteen (15) days from the date of application to the Company's head office in Bengaluru, India. Acceptance of the application is at the sole discretion of the Company.

4.03 Changes in Directorships, Shareholding, Partnerships or Trustees

In the event of any changes in Directorships, Shareholding, Partnerships or Trustees in clause 4.02 above, the change(s) shall immediately be conveyed to the Company. The Company shall have the right at its sole discretion to terminate or confirm the Distributorship.

4.04 Multiple online Distributor Application Forms

An applicant is only allowed to submit a single online Distributor Application Form which is linked to his/her PAN account. In the event that there are more than one Distributor Applications (whether with the same Referrer or not) received by the company, only the first duly completed application received by the Company will be accepted and all subsequent Distributor-ships are void ab initio.

4.05 Customer's Referrer

For a Customer of the Company who later applies to become a Distributor, his/her last Referrer for his/her purchase shall also be considered as his/her Referrer of his/her Distributorship, unless the Customer's last purchase from the Company was more than six (6) months before his/her Distributor application and in his/her application he/she states another Distributor as his/her Referrer.

4.06 Acceptance

The applicant will only be a Distributor if his/her application is received and accepted by the Company. The Company has the right to accept or decline any application at its sole discretion. In the case of rejection, a notice will be given to the applicant.

4.07 Fictitious or Assumed Name

A person or entity may not apply as a Distributor using a fictitious or assumed name.

4.08 Buy-Back Policy

Distributors are hereby notified that Products are subject to the Company's Buy-Back Policy. The Company shall be obliged to buy-back any marketable product sold to a Customer/Distributor within thirty (30) days from the date of invoice of the product after withholding Tax Deducted at Source (TDS), Sales Incentive utilised, and other taxes if applicable, in accordance with its policies. The Customer/Distributor should raise a written request to the Company for the product refund within 30 days from the date of invoice. No refund requests will be entertained after 30 days.

Upon receipt and examination of the physical products, the final decision for a product refund rests with the Company.

The Buy-Back Policy is only applicable for the cancellation of the full purchase order and upon the return of physical products to the company. In case of Combo products purchase or purchase order with multiple products, the distributor / customer must apply for refund conforming to all products of the said Combo set or purchase order. The company will not entertain a partial refund of selective products thereof. Subject to such products being in an unused state, accordingly the Company will process the refund of the payment made by the distributor / customer.

5) Appointment

5.01 Distributor Status

Once the Company accepts an applicant's Distributor Application Form, the Company will grant to the applicant a Distributor status within the direct selling network of the company by sending him/her a written notice and thereafter only the applicant becomes a Distributor. The Company will assign the Distributor Identification Number. The Distributor shall include his/her Distributor Identification Number in all his/her orders and correspondence with the Company.

5.02 Rescind

The Company reserves the right to rescind the said acceptance at its sole discretion within sixty (60) days from the date of acceptance of the Distributor Application Form. Upon rescission of the acceptance, the Company shall give notice to the Distributor to notify him/her of the rescission. However, the Company is not obliged to give any reason to the Distributor for the Company's decision to rescind.

5.03 Maintenance

The registration of a Distributor with the Company is free of charge. A Distributor shall not be required to pay any money to maintain his/her Virtual Office and other services and facilities which are provided by the Company, or any monthly subscription or renewal charge.

5.04 Independent Contractor

A Distributor is an independent contractor with the rights and obligations conferred by this Agreement to promote or market the Products/services of the Company.

No Distributor can resell products purchased from the company without prior consent from the company.

5.05 No Right to Represent the Company

A Distributor is not a franchisee, partner, employee, trustee, agent or authorized representative of the Company. The relationship between a Distributor and the Company is wholly governed by this Agreement. Any breach of this clause on the part of the Distributor is a serious breach of the P&P and may result in the immediate termination of his/her Distributorship.

5.06 Non-Employee

As a Distributor is not an employee of the Company, any costs he/she incurs in the development of his/her business are at his/her own expenses. He/she shall not be entitled to seek reimbursement from the Company.

5.07 Claim of Workmen's Compensation

Similarly, the Company is not responsible for payment or co-payment of any employee benefits for its Distributors. Distributors are responsible for their own liability, health, disability and workmen's compensation insurance and such other payment which is not specifically provided for in this Agreement.

6) Distributor's Rights and Obligations

6.01 Non-Exclusivity

A Distributor has a non-exclusive right to market and promote products/services of the Company.

6.02 Right to Refer

Only a Distributor has a right to refer Customers and/or refer potential Distributors to the Company and is entitled to the benefits under the Compensation Plan for doing so. When referring potential Distributors to the Company, the referring Distributor shall provide the person(s) a copy of the P&P, Product details with terms & Conditions, and details of the Compensation Plan published by the company on official website

The compensation plan should be explained to the potential Distributors as documented in the official publication by the company (online and offline).

6.03 Right to Purchase at Discounted Prices

The first and initial purchase of Products by a Distributor of the Company will be at the Retail Price(s). Subject to the aforesaid, the Distributor shall have a right to purchase products of the Company at a discounted price known as the "Distributor Price".

6.04 Right to Company Literature, Communication and Right to Participate in Company Functions and Trainings

Distributors may receive periodic literature and other communications from the Company via electronic media or others. They may be invited to, and upon payment of appropriate fees (if applicable), participate in Company-sponsored events. They may be further invited to participate in promotional and incentive based contests/programs conducted/sponsored by the Company.

The Company provides a training and orientation session (online or classroom) to all Distributors free of charge. The Company, from time to time, may require a Distributor to undertake additional training and orientation sessions, which also will be provided free of charge by the Company.

6.05 No Right to Represent the Company as a Servant, an Agent or an Employee

A Distributor has no right to negotiate or conclude any contract on behalf of the Company. Neither shall he/she hold him/herself out as having such a right. He/she shall not represent himself/herself as a servant, or an agent, or an employee of the Company.

6.06 Obligation for Personal Promotion

Regardless of their rank of achievement, Distributors have an on-going obligation to personally support the sale of the Company's Products to Customers, providing sufficient and accurate details about the Company and its Products to prospective customers and guiding their existing Customers.

CODE OF ETHICS:

The words "we", "us", "our", "the Company", and "Vihaan" mean Vihaan Direct Selling (India) Pvt. Ltd. The terms "you" and "your" refer to Distributor.

We expect all Distributors to uphold the principles of fairness, honesty and integrity in all their dealings and activities as Distributors.

This Code of Ethics forms part of our Policies & Procedures and all other regulations and agreements currently in place, which bind every Distributor. Any serious breach of this Code, Policies & Procedures, regulations and agreements in place will involve action(s) being taken by us in accordance with our Policies & Procedures.

The Code of Ethics explains the proper conduct of business of Distributors.

It is a mandatory requirement that Distributors comply with the Code of Ethics at all times.

DEALING WITH THE GENERAL PUBLIC

Contact and Communications

A Distributor:

- a) will at all times, when contacting anyone either from a telephone list or by any other means, respect the privacy and wishes of the person contacted;
- b) will never engage in objectionable or abusive conduct, unfair or aggressive conduct when contacting or dealing with any other person in relation to the Company or the opportunity it provides;
- c) will offer the opportunities of, and association with the Company, on its merits without exaggeration, concealment, or misrepresentation;
- d) will ensure they maintain any presentation in the proper dress code, language, and documentation thereby adhering to the highest possible standards;
- e) will observe the provisions of the law and proper decorum regarding times and days when making the calls and appointments.

Presenting the Opportunity

A Distributor presenting the Business Plan at any time, conducting a Training Event or Seminar or Distributor Meeting will:

- a) not falsely represent to any party any details regarding the financial rewards available under the Company's Compensation Plan;
- b) not make any false or misleading representations about the features of the Company's products, services and programmes, including as to their standard, quality, value, characteristics, accessories, uses for a particular purpose, merchantability or benefits;
- c) not make any false or misleading representations about the price of the Company's products or services;
- d) not engage in conduct that is liable to mislead anyone as to the nature, manufacturing process, characteristics, suitability for purpose or quality of any of the Company's products or services;
- e) not make any false or misleading representations concerning the need by anyone for goods or services;
- f) make it patently clear to any person to whom the Distributor presents the opportunity that financial rewards to Distributors are based on a Distributor's individual performance and may vary from Distributor to Distributor;
- g) use official literature as approved by the Company including forms, scripts, and other tools.

Conducting Business

A Distributor must not at any time:

- a) take advantage of another person's disabilities or weaknesses, such as illness, age, infirmity, lack of education, or unfamiliarity with language;
- b) actively solicit or demand orders for the Company's products by anything other than an offer to collate any order a Distributor wishes to make, including by the use of physical force, undue harassment, or coercion;
- c) refuse to identify themselves when requested to do so.

Explaining the Business Plan

When presenting or discussing the Company's Compensation Plan and the Benefits which are available, a Distributor must generally rely for reference on the Company's literature and observe the following regarding the contents of the Compensation Plan:

- a) if predictions as to profitability are made, they should reflect what an average person carrying on the Business would achieve under normal circumstances;
- b) if any estimates of profits are made, the assumptions on which they are based should be clearly stated;
- c) where there is no previous experience on which to base expectations as to profitability, this should be stated when making the representation.

When presenting or discussing the Company's Compensation Plan, a Distributor must not make false representations concerning:

- a) any risks likely to be associated with carrying on the business;
- b) the amount of time the average person would have to devote to carrying on the business;
- c) the annual expenditure and the annual gross income which the average person carrying on the business might expect and the method of calculating those figures.

OBLIGATIONS

GENERAL OBLIGATIONS

Authorisation Limit

Authorisation of a Distributor is limited. A Distributor shall refer any matter or query to the Company. A Distributor shall not interfere in any decision-making process without prior written approval from an authorised Company representative.

Poaching Distributors

The Company does not condone the intentional poaching of competitors, distributors, or Distributors from another line of referralship within the business.

USE OF THE COMPANY'S PROPERTY

As trademarks, logos and service marks are registered and owned by or licensed to the Company and/or its affiliates, all written materials are the copyright of the Company. The use of trademarks, logos or service marks or the publication of copyright materials may only be undertaken with the written authorisation from the Company and not otherwise.

PRODUCT CLAIMS

The Company publishes detailed data about its products, which are verifiable, accurate, and complete. A Distributor must not make claims about any of the Company's products or services unless it is published in the Company's official literature and accurately reflect the information contained in the literature.

OBLIGATIONS OF A Distributor

Promote Ethical Business Practice

A Distributor will:

- a) ensure the Distributors in his/her group are aware of this Code and at all times carry out their business relationships either within the group or with the public in a lawful manner, with due courtesy and integrity, and in accordance with this Code;

- b) ensure they remain well informed regarding laws applicable to the business and duties of a Distributor including other essential facts and public policies or regulations which may affect such business and duties;
- c) keep confidential and not unethically use information that may be of detriment to another Distributor's Business.

Company's Obligations

The Company will ensure that:

- a) its employees will at all times act in a manner which does not conflict with the best legitimate interests of a Distributor and carry out duties in accordance with due professional courtesy and integrity;
- b) Distributors are kept well informed regarding the laws applicable to the business and duties of Distributors and other essential facts and public policies which affect such business and duties and will comply with all the requirements thereof;
- c) full cooperation of its employees is given to Distributors with respect to advising them about matters which affect them;
- d) it acts in the Distributors' legitimate interest to the best of its abilities.

Part C - APPLICATIONS

APPLICATION OF THE CODE OF ETHICS

The Company and the Distributor agree to accept the Code of Ethics entirely and observe its provisions.

Compliance

The Company and the Distributor agree to ensure full compliance of the Code:

- a) in the Company's case by Directors, Executives, and all other employees;
- b) in the Distributor's case by the Distributor and his/her Downline(s).

Administration

The Company will administer its dealings with Distributors in a manner that is conducive and in compliance with the Code of Ethics.

ETHICAL CONTACT

Distributor(s) must not:

- a) tout for or on behalf of another MLM Company or Direct Selling Company;
- b) divulge confidential information to unauthorised persons or for unauthorised or unethical purposes;
- c) discuss financial aspects of other Distributors' Businesses;
- d) encourage another Distributor to change the line of referralship;
- e) engage in Cross Lining or Poaching;
- f) encourage or induce any other person to engage in Cross Lining or Poaching;
- g) use the Company's sponsored Functions, Literatures, or information media to support Cross Lining or Poaching.

POTENTIAL DISTRIBUTOR ASSISTANCE

A potential Distributor with or without an Upline's assistance, must at all times complete all relevant parts of a Distributor Application Form.

Explanation to Prospect

A Referrer or Upline must explain to the Prospect, and complete in their presence, the details of the Distributor Application Forms so that the Prospect comprehends that they are personally introduced by the Upline or Referrer.

Application Subject to Acceptance

The Distributor Application Form is subject to the Company's discretion in accepting it as a valid application and making the appointment of that person as a Distributor.

COMPLAINTS

If a Distributor becomes aware of a breach of this Code, and wishes to proceed to lodge a complaint, the complaint should be made in writing in accordance to the Company's Policies & Procedures.

Part D – "I AM COMMITTED TO MY SUCCESS"

""Good Business ethics start with ME, the Leader. As a Vihaan Distributor, I will...

- Be honest and fair in my dealings with Vihaan;
- Perform all my professional activities in a manner that will enhance my reputation and the positive reputation established by Vihaan;
- Present the Compensation Plan accurately and honestly, clearly portraying the level of effort required to achieve success;
- Present realistic income possibilities only, and solely in relation to the appropriate effort involved;
- Present the benefits and information of the business as stated in the Company's official literature and from my own personal experiences;
- Accept and carry out to my best effort all duties expected of a Distributor and Referrer, including training and supporting the Downlines in my organisation;
- Abide by all Policies & Procedures that are applicable to the operation of my business;
- Strive to ensure that my Downlines are satisfied with my service and leadership;
- Answer the questions and queries of prospects and Downlines fairly and honestly;
- Refer only those people that I have developed as my own Downlines and/or business prospects;
- Always encourage prospect(s) developed by their initial referrers to be referred by them as well;

- Be clear that the business is a network marketing opportunity in which my income is related to my marketing and leadership skills as well as my own personal efforts;
- Treat all prospects, Downlines, and associates with respect, goodwill, and professional courtesy;
- Not entice Downlines from outside my Line of Referralship to sign under my organisation;
- Not misrepresent Vihaan's business in any way;
- Not use any advertising that I know may be false or misleading;
- Be fair and just to my Downlines and associates, and not engage in practices that may reflect unfavourably on myself, my organisation, the Company, and/or the industry;
- Conduct myself in such a manner as to reflect only the highest standard of integrity, frankness, and responsibility because I recognise that my actions as a Distributor with Vihaan have far-reaching effects;
- Use the information contained in all Vihaan websites for my personal, non-commercial use only;

6.07 Obligations to Downline(s)

1. A Distributor engaged in direct selling should carry the Company Identity card issued to him/her while visiting the customer premises and he/she should visit the premises only with prior appointment and/or approval.
2. At the initiation of the sales presentation, a Distributor, without request, should truthfully and clearly identify himself/herself and the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the sales presentation to the prospective consumer/customer;
3. A Distributor must offer a prospective consumer/customer accurate and complete explanations and description of the goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, and after-sales services.
4. A Distributor must provide the following information to the prospect/consumer at the time of sale, namely:
 - a. Name, address, registration number or enrolment number, identity proof and telephone number of the direct seller, and details of the direct selling entity;
 - b. A description of the goods or services to be supplied;
 - c. Explain to the consumer/customer the goods return policy of the company in detail before the transaction is concluded;
 - d. The order date and the total amount to be paid by the consumer along with the bill and receipt;
 - e. Time and place for inspection of the sample and delivery of the goods and services;
 - f. Information of his/her rights to cancel the order and/or to return the product in saleable condition and avail of full refund on sums paid;
 - g. Details regarding the complaints redressal mechanism;
- 5: A direct seller shall keep proper books 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 the applicable law.
- 6: A Distributor 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 false advantages of Direct Selling to any prospective direct seller/consumer/customer, in their interaction with prospective individuals;
 - 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 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 the Direct Selling entity and the direct seller, or the goods and/or services being sold by such direct seller which is false and/or misleading;
 - f. Require or encourage the direct seller engaged or prospected by the first mentioned direct seller to purchase goods and/or services in unreasonably large amounts/quantities;
 - g. Provide any literature and/or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and/or existing direct seller both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;
 - h. Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.
7. The relationship between the Direct selling entity and the Direct Seller shall be determined as per the written agreement between the parties which shall contain the rights and obligations that are expressly provided as conditions for the conduct of direct selling business as well as provide for the obligation of the direct selling entity and the direct seller in terms of these guidelines;
8. All other rights and obligations shall be determined as per the express terms of the written agreement between a Direct Selling Company and the Direct seller;
9. Any person who sells or offers for sale, including on an e-commerce platform/market place, any product or service of a Direct Selling Entity must have prior written consent from the respective direct selling entity in order to undertake or solicit such sale or offer.

10. Any Distributor who refers a potential Distributor to the Company is required to provide genuine assistance and training to ensure that his/her Downline is properly operating and conducting the business. It is advantageous to both the Referrer(s) and their Downline(s) to have on-going contact and communication.

11. Distributors must truthfully convey and give a fair description of the Compensation Plan. No past, potential, or actual income claims may be made to prospective Distributors. Distributors must not use their own income, or other Distributors' income, as indication or assurance to coerce a potential Distributor. Any Sales Incentives paid by the Company shall not be used as marketing materials.

12. Distributors shall not guarantee Sales Incentives or project any income estimation to potential Distributors.

13. Distributors shall not put any undue pressure on their Downlines regarding the business, to do anything they do not want to do or are not comfortable doing.

14. At the time of registering a new Distributor, it is mandatory that the referrer ensures that personal information of the new Distributor, being the Name, Address, Telephone Number, Email Address, Date of Birth, along with verifiable proof of identity and proof of address and PAN as per the Income Tax Act is provided and the same must belong to the person being registered as the new Distributor. The same shall also hold at the time of making a sale.

6.08 Cross Lining

Subject to clause 10.01 and clause 10.03 herein, no Distributor may refer or attempt to refer another Distributor from a different line of referralship to 'switch' to his/her or another line of referralship. Examples of Cross Lining are:

- (a) Placing additional TCs of his/her own in lines of referralship not below his/her Primary TC;
- (b) Placement of a new Distributor using another Distributors name known to the Referrer and placing it in lines of referralship not below the Referrer's Primary TC, while intending to profit from the proceeds of the said new Distributor;
- (c) A Distributor owning an interest in an entity that is a Distributor in lines of referralship not below his/her Primary TC;
- (d) Entering in other lines of referralship under the same name as an existing Distributor using a valid Distributor Identification Number other than the one used previously.

Any situation (whether in the above examples or others) found to be in violation of these clauses shall be met with the greatest scrutiny and may result in termination of the newly placed Distributor, as well as the Distributor having instigated such cross lining.

6.09 60-Day Non-Compete Clause

If a Distributor who successfully procured a potential Customer or potential Distributor to sign any written document evidencing that the said Distributor successfully referred that potential Customer or Distributor to the Company, the potential Customer or Distributor shall not within sixty (60) days from the date of the written document register himself/herself under the referralship of any other Distributor. The Company shall have the right to suspend, terminate or switch the TC or distributorship for any breach of this clause.

6.10 Obligation not to Refer to Other Network Marketing Companies and Programmes

A Distributor shall not refer, attempt to refer, or knowingly assist another person to refer, another Distributor or any person into any other direct selling or network marketing company or into another Distributor's sales organization. In addition, no Distributor shall participate in any action knowing that participating in such action may cause another Distributor or any person to be referred through someone else into another network marketing company.

Distributors are strictly prohibited from promoting any competing services, products and/or business programmes.

At Company functions, or on all Company premises, an Distributor shall not solicit any person to join any other network marketing company or promote the sale of products of any other direct selling or network marketing company.

Breach of any part of this clause is a serious breach of the P&P and may lead to immediate suspension or termination of the Distributor who is in breach.

6.11 Breach of Security

All Distributors have a responsibility to maintain the network integrity of the Company. Any Distributor who is found to be 'hacking' into, or interfering, or tampering with the Company's database, or any part of the Company's computer systems (hardware and/or software), or attempting to do any of the aforesaid acts shall be liable to immediate termination of his/her Distributorship. He/she shall also be liable to the Company for all consequential damages and losses resulting from such breaches.

6.12 Legal Compliance

Distributors must comply with all laws, statutes, regulations directives, by-laws and ordinances concerning the operation of their Business.

Distributors are hereby notified that apart from the countries listed on the official website of the Company, the Company does not operate in any other countries or jurisdictions. Should a Distributor elect to conduct his/her business in a market which the Company does not support, he/she does so on his/her own initiative and at his/her own risk entirely. The Distributor shall be solely responsible for inquiring into, ascertaining and observing all legal and regulatory requirements in connection with the operation of his/her business in the relevant country (including engaging consultants and advisors to obtain the necessary information and assistance), and the Company shall not be obliged to provide any assistance or support to the Distributor in relation thereof whatsoever or in the event of any occurrences.

Failure to observe and comply with applicable laws, statutes, regulations and ordinances in the performance of a Distributor's business constitutes a serious breach of the P&P, and may lead to the immediate suspension or even termination of the Distributorship of the Distributor who is in breach. S/he shall further be liable for all consequential damages and losses suffered by the Company resulting from his/her violation of this clause.

6.13 Tax and Expenditure

Distributors are personally responsible and liable for paying local, state, provincial and federal taxes (where applicable) on any income they generate as Distributors. Unless required by law, regulations or rules in India, the Company shall have no obligation to provide tax information or any other related information about the income, Sales Incentives and/or bonuses earned by Distributors to any government authorities.

Any Sales Incentives and/or bonuses paid by the Company are net earnings of a Distributor after deduction of statutory government taxes like TDS (Tax Deducted at Source) or any other taxes as applicable from time to time. In the event of any oversight by the company in regards to deduction of any statutory government taxes the same shall be recovered from the respective Distributor's.

6.14 Obligation to the Company

A Distributor shall, at all times, remain loyal to the Company and shall not publish any written and/or verbal disparaging, or adverse information, and/or statement(s) against the Company. He/she shall hold the Company's management in high esteem at all times, failing which, he/she may be suspended or terminated notwithstanding that he/she may also be liable for libel or slander.

7) Sales Incentives and Bonuses

7.01 Qualification for Sales Incentives and/or Bonuses

A Distributor must be in compliance with this Agreement, P&P, the Product Terms & Conditions and Compensation Plan.. So long as a Distributor is entitled under the Compensation Plan to receive Sales Incentives and/or bonuses, the Company shall pay Sales Incentives and/or bonuses to the Distributor in accordance with the Compensation Plan. Distributors must refer to the Compensation Plan for a detailed explanation of the benefits, Sales Incentives and/or bonuses structure, and the corresponding requirements.

Sales Incentives and/or bonuses are paid ONLY on the sale of the Company's products. No Sales Incentive or bonuses will be paid on any purchase of the Company's marketing material, literature, Business Planner, Product Portfolio, or for referring other Distributors and/or Customers or attending trainings/orientation session (online or classroom), Company's event.

In order to receive Sales Incentives and/or bonuses on Products sold, a Distributor has to complete the Distributor Application Form that must be received and accepted by the Company prior to the end of the Sales Incentive Period in which the sale is made.

Sales Incentives and/or bonuses are calculated for each individual Tracking Centre. A Distributor is entitled to have more than one (1) Tracking Centre. For details of additional TCs and placement of TCs, please refer to the Compensation Plan as detailed in Appendix 1.

7.02 Sales Incentive Period

A Sales Incentive Period means the period when Sales Incentive is calculated and paid after the Buy-Back Policy schedule . The calculation of Sales Incentives starts from 00:01 on Saturdays and ends at 23:59 on Fridays, Hong Kong Standard Time.

7.03 Adjustments to Sales Incentives and/or Bonuses

Distributors will receive Sales Incentives, bonuses and other benefits under the Compensation Plan based on the actual sale of Products to Customers or Distributors. When a Product is returned to the Company for a refund or is repurchased by the Company, or the transaction is in any way not successfully completed, the Sales Incentives, bonuses and/or other benefits attributable to the returned or repurchased product or the unsuccessful transaction will be deducted in the Sales Incentive Period in which the refund or repurchase occurs, and continuing every Sales Incentive Period thereafter until the Sales Incentives, bonuses and/or other benefits are fully recovered from the Distributors who received Sales Incentives and/or bonuses on the sale of the refunded or repurchased product.

In addition, if the Company has already paid Sales Incentives and/or bonuses to a Distributor for a returned Product, the Company shall have the right to request the Distributor for the return of the said Sales Incentives and/or bonuses, and the Distributor must return such Sales Incentives and/or bonuses to the Company.

7.04 Compensation Summary

The Company reserves the right to charge a processing fee when issuing an electronic or paper Compensation Summary as and when requested by a Distributor.

7.05 Payment of Sales Incentive

All Sales Incentives and/or bonuses a Distributor earns will be credited to his/her Sales Incentive Payable Account. The Distributor may instruct the Company to make payment to him by way of telegraphic transfer, or demand draft, or such other mode as is offered by the Company, out of his/her Sales Incentive Payable Account.

7.06 Unclaimed Sales Incentives and/or Bonuses

In the event the Company issues Sales Incentives in the form of a cheque or demand draft, Distributors must deposit or cash the same within three (3) months from the date of issuance. A cheque or demand draft that remains uncashed after three (3) months will be made void. After a Sales Incentive cheque or demand draft has been made void, and if the Distributor who holds that void Sales Incentive cheque or demand draft requests the Company to reissue another Sales Incentive cheque or demand draft in replacement, the Company shall be entitled to charge that Distributor a processing fee for the reissuance of the same. The processing fee shall be deducted from the balance owing to the Distributor.

7.07 Set Off

The Company shall have the right to set off any debt(s) a Distributor owes to the Company against his/her Sales Incentives and/or bonuses.

8) Resignation, Suspension and Termination

8.01 Resignation

A Distributor may voluntarily resign from and/or terminate his/her Distributorship by tendering thirty (30) days' written notice of such resignation or termination to the Company. Voluntary resignation and/or termination is effective upon the expiry of the thirty (30) day notice period.

8.02 Suspension

A Distributor may be suspended for violating any term of this Agreement, P&P, Product Terms and Conditions, the Compensation Plan and/or any other relevant documents produced by the Company. When a decision is made to suspend a Distributor, the Company will inform the Distributor in writing of the decision, the effective date of the suspension, the reason(s) for the suspension, and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Distributor's address on file pursuant to the notice provisions contained in the P&P. Such suspension may or may not lead to termination of the Distributor as determined by the Company at its sole discretion. The Distributor may seek a review of the decision, by making a request in writing to the Company within fifteen (15) days from the date of the suspension notice. The Company will review the suspension and notify the Distributor in writing, in accordance with the notice provisions in clause 13.12, of its decision within thirty (30) days from the date of receipt of the Distributor's written request. The decision of the Company pursuant to review shall be final. No further review or appeals shall be entertained. The Company may take certain action(s) during the suspension period, including, but not limited to, the following:

- (a) Prohibiting the Distributor from holding himself/herself as a Distributor or using any of the Company's proprietary marks and/or materials;
- (b) Withholding Sales Incentives and/or bonuses due to the Distributor during the suspension period;
- (c) Prohibiting the Distributor from purchasing Products from the Company;
- (d) Prohibiting the Distributor from referring new Distributors, contacting current Distributors (as is the same personal right of any Distributor), or attending meetings of, for, or by Distributors or the Company;
- (e) If the Company, in its sole discretion, determines that the violation that caused the suspension is continuing, and has not satisfactorily been resolved, or a new violation involving the suspended Distributor has occurred, the suspended Distributor may be terminated.

8.03 Termination

Dependent upon the seriousness of the violation, a Distributor may be immediately terminated for violating the terms of this Agreement, P&P, Product Terms and Conditions, Compensation Plan, and/or any other relevant documents produced by the Company. The Company may, at its sole discretion, terminate a violating Distributor without placing the Distributor on suspension. When the decision is made to terminate a Distributor, the Company will inform the Distributor in writing that the termination has occurred in accordance with the notice provisions in clause 13.12.

The Distributor may seek a review of the decision to terminate by making a request in writing to the Company within fifteen (15) days from the date of notice of termination. The Company will review the termination and notify the Distributor in writing, in accordance with the notice provisions in clause 13.12, of its decision within thirty (30) days from the date of receipt of the Distributor's written request. The decision of the Company pursuant to review shall be final. No further review or appeals shall be entertained.

8.04 Termination for no activity

The company reserves the right to terminate a contract, with a 90-day notice period, in cases where a Distributor is found to have no business done for a period of up to two years since the contract was entered into, or since the date of the last sale made by the Distributor. The company will inform the Distributor in writing by email sent to their registered email address 90 days prior to termination. In the event that the Distributor makes a sale or purchase even after the notice is sent but before the 2-year period lapses, the Distributor will remain in an active status and the notice will be treated as void.

8.05 Effects of Resignation, Suspension and Termination

After resignation, the former Distributor must not represent himself/herself as a Distributor of the Company, and shall cease to use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Product, plan or programme or any other literature of the Company. He/she shall have no rights to enjoy any benefits under this Agreement, P&P, the Product Terms and Conditions, and/or Compensation Plan.

If a Distributor is suspended, he/she shall not before the removal of his/her suspension, further represent himself/ herself or hold himself/herself out as a Distributor of the Company. Nor shall he/she use any materials bearing the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Products, plan or programme or any other literature of the Company. He/she shall have no rights to enjoy any benefits under the Agreement, P&P the Product Terms and Conditions and/or Compensation Plan. But he/she shall be allowed to retain his/her TCs pending the final resolution of his/her case. Any Sales Incentives and/or bonuses payable to him/her will be suspended and shall be retained by the Company. If the suspension of the Distributor is subsequently removed, all outstanding Sales Incentives and/or bonuses shall be paid to the Distributor. However, if the Distributor is subsequently terminated, the termination shall be treated as effective from the effective date of the suspension and all Sales Incentives and/or bonuses retained as aforesaid by the Company shall be forfeited forthwith to the Company.

Immediately upon termination, the terminated Distributor:

- (a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Product, plan or programme or any other literature of the Company;
- (b) Must cease representing himself/herself as a Distributor of the Company;

(c) Loses all rights to his/her Distributor position in the Compensation Plan and to all future Sales Incentives and earnings resulting therefrom;

(d) Must take all actions reasonably required by the Company relating to protection of the Company's confidential information. The Company has the right to set off the amount to the extent of the damages/losses caused by the Distributor, the extent of damages/losses being assessed at the sole discretion of the Company without limitation, any indemnity obligation incurred pursuant to clause 12.14 herein, from Sales Incentives and/or bonuses or other compensation due to the Distributor.

8.06 Reapplication

A Distributor who resigns or has been terminated due to a violation of the P&P and/or the Code of Ethics as determined by the Company may only reapply as a Distributor twelve (12) months from the date of termination, and the acceptance of which will be subject to the approval of the Company.

9) Transfer of Distributorship

9.01 Acquisition of Distributorship

- (a) Except as expressly set forth herein, a Distributor may not sell, assign or otherwise transfer his/her Distributorship (or any rights thereof) to another Distributor or to any person without written approval of the Company.
- (b) The Company will not in general approve an application for selling, assigning or otherwise transferring his/her Distributorship except on very special circumstances to be determined on a case to case basis. The Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Distributorship.
- (c) For exceptional cases, the Distributor shall send his/her written application to the Company together with the following supporting documents:
 - (i) the transfer agreement for the transfer of Distributorship which should be duly signed by the transferor and transferee and should contain at least, but is not limited to, information of the identity of both parties, the transfer price and intended date of the transfer;
 - (ii) the consent letter duly signed by the Referrer of the transferor;
 - (iii) a copy of identification documents of the transferor, the transferee and the Referrer of the transferor; and
 - (iv) any other documents as required by the Company at its sole and entire discretion.
- (d) A handling fee shall be charged to the transferor upon an application being made to the Company pursuant to clause 8.01 (c) which is non-refundable whether the application is successful or not.

9.02 Circumvent compliance

If it is determined, at the Company's sole discretion, that a Distributorship was transferred in an effort to circumvent compliance with the Agreement, the P&P and/or the Compensation Plan, the transfer will be declared null and void. The Company may, at its sole discretion, take appropriate action(s), including, without limitation, terminating the transferring Distributor's Distributorship.

10) Devolution

10.1 Death

A Distributor must nominate a person as his/her beneficiary to whom the Company will transfer the Distributor's Distributorship upon the death of the Distributor. This nomination is a mandatory requirement in the Distributor Application Form. The Distributor has a right to change his/her beneficiary during his/her lifetime by giving written notice to the Company. However, the Company will not accept such a transfer unless the beneficiary or the last beneficiary has executed a fresh Distributor Application Form and submitted certified copies of the death certificate of the Distributor to the Company. The beneficiary will then be entitled to take over the Distributorship of the deceased Distributor and entitled to all the Sales Incentives, bonuses or other benefits accrued thereafter and all the rights, and/or be subject to all the obligations as a Distributor of the Company. If the beneficiary has predeceased the Distributor and the Distributor had failed to nominate a living beneficiary, his/her Distributorship shall be terminated upon his/her death. All monies due under the Distributorship shall be distributed according to the laws relating to intestacy in India. Any cross lining as a consequence of the devolution of Distributorship under this clause shall not be treated as a breach of the P&P.

10.2 Dissolution of a Partnership

If an Distributorship is registered by two (2) or more persons, they will be deemed as a partnership under this Agreement and the P&P. In the event that the partnership is dissolved, unless the Company receives a valid and legally enforceable agreement signed by all the partners regarding the arrangement of their Distributorship within thirty (30) days of being notified of the dissolution of the partnership, their Distributorship will be automatically terminated after the expiry of the said thirty (30) day period.

10.3 Marriage and Divorce

In the event that two (2) Distributors in separate lines of referralship were to marry, they may nonetheless maintain their individual Distributorships'. They may merge their Distributorships into one (1) but they however, will not be allowed to transfer or change the positions of their TCs in the Genealogy. The merger shall not be treated as cross lining under clause 6.08. Should a married couple opt to merge to a single Distributorship reflecting both as equal owners and these two (2) individuals subsequently divorce or separate, the Company will continue to pay earned Sales Incentive as before the divorce or separation until the Company receives written notice, signed and notarised by both parties or by a court decree, specifying how future Sales Incentives are to be paid.

11) Proprietary Information

11.01 Confidential Information

During the term of this Agreement, the Company may supply to Distributors confidential information, including, but not limited to, genealogical and Downline reports, Customer lists, Customer information developed by the Company or developed for and on behalf of the Company by Distributors (including, but not limited to, credit data, Customer and Distributor profiles, and Product purchase information), Distributor lists, manufacturer and supplier information, business reports, Sales Incentive or sales reports, and such other financial and business information that the Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to the Company and is transmitted to Distributors in the strictest confidence on a 'need-to-know' basis for use solely in the Distributor's business with the Company.

Distributors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use such information for any non-Company activity directly or indirectly while as a Distributor or thereafter. Distributors must not use the information to compete with the Company or for any purpose other than promoting the Company's programme and its Products. Upon non-renewal or termination of this Agreement, Distributors must discontinue the use of such confidential information and promptly return any and all confidential information in their possession to the Company.

11.02 Online and Telephonic Reports

Upon a Distributor's request, the Company may provide information such as online or telephonic Downline activity reports, including, but not limited to, personal and group sales volume (or any part thereof), and Downline referring activity, to the Distributor. Nevertheless, due to any of the various factors, including but not limited to, the inherent possibility of human and mechanical error; information technology failures; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic cheque payments; returned products; and credit card and electronic cheque charge-backs; the information and/or the accuracy, completeness, adequacy, timeliness or otherwise thereof is not guaranteed by the Company or any persons creating or transmitting the information.

11.03 Use of Company's Name, Logo, or Trade Names

(a) The Company name, logo, trade name, trademarks, Product names, brochures, catalogues, sales material, contracts and sales training sessions, literature, audio or video material, presentations or events are copyright-protected property of the Company, and the Company retains ownership rights or exclusive licenses to the contents in its entirety.

(b) Distributors shall not reproduce or distribute privately reproduced versions of such materials as stipulated in clause 11.03 (a) under any circumstances. Distributors shall not use the Company name, logo, trade name, trademarks, programme names, or Product names in any other manner or form without the prior written consent of the Company.

11.04 Copyright Restrictions

With respect to Product purchases from the Company, Distributors must abide by all manufacturers' recommended use and restrictions.

Without prior written approval from the Company, no Distributor shall video and/or audio record the Company's meetings, conferences and/or training sessions or any speeches (including conference calls) given therein.

11.05 Vendor Confidentiality

The Company's business relationships with its vendors, manufacturers and suppliers are confidential. Distributors must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of the Company except at Company-sponsored events at which the supplier or manufacturer is present at the request of the Company.

12) Promotion of Distributor's Business

12.01 Promotional and Advertising Materials

Only the promotional and advertising materials produced or approved in advance in writing by the Company may be used to advertise or promote a Distributor's Business, or to sell Products of the Company. Company literature and materials may not be duplicated, reprinted or personalised without prior written permission of the Company. Distributors are not allowed to reproduce promotional items of the Company. All promotional items that bear the Company's name or logo must be purchased solely from the Company unless prior written permission is obtained from the Company.

A Distributor may affix or state his/her name, address, Distributor Title, contact number and Distributor Identification Number to any promotional materials that the Company has approved or sold to him/her.

12.02 Income Claims

No income projections, including those based solely on mathematical projections or 'ideal projections' of the Compensation Plan will be allowed to be made to prospective Distributors or Customers. No Distributor may represent his/her own incomes as an indication of the success assured to others, since income success is dependent on many variables. Distributors shall not guarantee any salaries, draws, expenses, allowances, or such other income. No Distributor shall share or display an original or a copy of his/her earned Sales Incentive or bonuses as an enticement to any prospective Distributor.

Earning and Income disclaimer:

We make every effort to ensure that we accurately represent these products and services and their potential for income. Earning and/or income statements made by our Company and/or Distributors are estimates of what you can possibly earn. There is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ by individual. The examples are not to be interpreted as any guarantee, promise, representation and/or assurance. We do not purport our business and/or us as being a 'get rich scheme'.

As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees, promises, representations, and/or assurances concerning the level of success you may experience. Your level of success in attaining the results claimed depends on the time you devote to the business, the ideas and techniques mentioned, your finances, knowledge, and various skills, since such skills

and factors differ according to individuals.

Testimonials and examples used are exceptional results, which do not, or may not, apply to the average person, and are not intended to guarantee, promise, represent, and/or assure that anyone will achieve the same or similar results. We reiterate that each individual's success depends on his or her background, dedication, desire, and motivation.

There is no assurance that examples of past earnings can be duplicated in the future. We cannot guarantee your future results and/or success. There are some unknown risks in business and on the Internet that we cannot foresee, which can reduce results. We are not responsible for your actions. Any claims made of actual earnings or examples of actual results can be verified upon request.

The use of our information, products, and/or services should be based on your own due diligence, which you undertake and confirm that you have carried out to your entire satisfaction. You agree that our company is not liable for any success or failure of your business, acts, and/or conduct that is directly or indirectly related to the business, and/or the purchase and use of our information, products, and/or services.

12.03 Title of Distributors

Distributors shall only present themselves as "a Distributor of the Company". Reference may be made to the relative rank a Distributor achieved at any one time, for example a Gold Star Distributor.

12.04 Stationery and Business Cards

(a) Only the approved Company graphics version and wordings are permitted to be used.

(b) Unless prior approval has been obtained from the Legal Affairs Department of the Company, Distributors are not permitted to 'create' their own stationery, business cards or letterhead graphics, where the Company's trade name or trademarks are used.

(c) Distributors are not allowed to insert the address, contact numbers or emails of any office of the Company or its associated or related companies in their business cards, stationery or letterheads.

12.05 Electronic Advertising

Distributors shall not advertise or promote the Company's business, Products or marketing plan or use the Company's name in any public media including electronic media or transmission, on the Internet via websites or otherwise, without the prior written approval of the Company's Legal Affairs Department. Upon obtaining such approval, Distributors are required to comply with the Company's Social Media Policy. Spamming and the use of automatic telephone dialling systems are prohibited. Breach of this clause is a serious breach of the P&P and could lead to the immediate suspension or even termination of the Distributor.

Distributors are permitted to discuss and promote their business on social media platforms such as blogs, Facebook, YouTube, LinkedIn, MySpace, etc. The following is the Company's policy and guidelines on such representation. The absence of, or lack of explicit reference to a specific site, does not limit the extent of the application of this policy. Where no policy or guideline exists, Distributors should use their professional judgment and take the most prudent action possible.

a. Personal blogs, websites, and social media profiles should have clear disclaimers that the views expressed by the author are the author's alone and do not represent the views of the Company.

E.g. "The opinions and positions expressed are my own and don't necessarily reflect those of QNet Ltd."

b. You must represent yourself accurately and clearly state your relationship with the Company as Distributor. No other claims may be made as employee, agent or otherwise.

c. You may not use the Company's trademarks or brands in any username or handle in any social media platform. These include but are not limited to Twitter, Facebook, and LinkedIn.

d. Information published on your blogs, websites, and social media profiles should comply and adhere with QNET's Policies & Procedures. (See clause 11.03, 11.04, and 11.05 of the Policies & Procedures). This also applies to comments posted on other blogs, forums, and social networking sites.

e. Distributors may not use or attempt to register or sell any of QNET and its associated companies' trade names, trademarks, service names, service marks, product names, or any derivative thereof, for any internet domain name or email address (See 10.03 (c) of the Policies & Procedures).

f. By identifying yourself as a Distributor, you identify yourself with the brand image and the values of the Company. As such, your online activity can affect others' perceptions of the Company, its products and services. It is therefore important to be aware that your actions captured via images, posts, or comments can reflect that of the Company. The following guidelines must be adhered to for posting any content online:

- You must use only text found on the Company's official website.
- You may not supplement the content of your website or social networking profile with text from any source other than the Company.
- All content must be spell-checked.
- All misleading or deceptive activities, information, and tactics are prohibited.
- Respect copyright laws, and reference or cite sources appropriately.
- No abusive language is permitted.
- No personal attacks are permitted.

g. Distributors must always disclose their relationship or identify themselves as a QNET Distributor when making any comment in regard to QNET and/or its products.

h. Distributors who provide testimonials online must be truthful and subject to typical results.

E.g. "I made INR 200,000 in one month with QNET, and you can too." While this statement may be true, the result is not "typical". Such statements would be in violation of the current guidelines. Whenever discussing earnings, you should refer to clause 11.02 of the Policies & Procedures for guidance on this subject matter.

i. For paid Internet advertising such as Facebook ads, the Company's logo or trademark may not be used. All links must be directed to the Distributor's Personal Website and not the Company's official site.

j. If you have a complaint with the Company, contact the Company for resolution through any of its official social media channels available at www.qnetindia.co. Alternatively, you may contact us on 08880632532. Do not use other social media to express your grievances publicly as the Company will have no way of addressing your grievance. Many of the people who read your grievance won't know when it is resolved, so they will be left with bad unresolved feelings that may never be corrected.

12.06 Telephone Listing

Distributors are not permitted to use the Company's trade name in advertising their telephone and telecopy numbers on materials not produced and approved in writing by the Company's Legal Affairs Department.

12.07 Media Interviews

Distributors are prohibited from granting radio, television, newspaper, tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its Products or Company businesses, without the express prior written approval of the Company. All media enquiries should be referred to the Company's Corporate Affairs Department.

12.08 Independent Communication

Distributors, as independent contractors, are encouraged to distribute information and direction concerning the Business to their respective downlines. However, Distributors must ensure that their downlines can identify and distinguish between personal communication and the official communication of the Company.

12.09 Display of Company Products

The integrity of the Compensation Plan is built upon person-to-person, one-on-one and in-door presentation methods of sale. Distributors shall not knowingly sell any Company Product to, or display any Company Product, Company name, trademark, literature, or promotional materials at any retail outlet, including, but not limited to, supermarkets or food stores, flea markets or swap meets, permanent restaurant displays, bars or night clubs or any such similar establishment, convenience stores or gas stations, or on any other e-commerce platform. Any exemptions under this clause must be approved in writing by the Legal Affairs Department of the Company.

Distributors may promote the Compensation Plan at their office, fairs, and trade shows on the condition that it is not presented or displayed with any other compensation plan associated with any other direct selling company or networking company.

12.10 Product and Services Claims

Distributors shall make no claim, representation or warranty concerning any Product of the Company, except those expressly approved in advance in writing by the Company, or contained in official Company materials, such as Product brochures and the P&P.

12.11 Fax Blasts and Spamming

Fax blasting and unsolicited emailing (spamming) is prohibited.

12.12 Record Keeping

The Company encourages all Distributors to keep complete and accurate records of all their business dealings.

12.13 Legal Conformity

Any tool or presentation technique used by a Distributor whilst promoting the Company's business concept, Products and/or the Compensation Plan must be within the scope of a Distributor's rights in his/her respective country and state or province. It is the Distributor's responsibility to ensure that any statements made, or any demonstration techniques performed, are, in fact, lawfully permitted in his/her country and state or province. If a special license or professional degree is required in a certain location to legally make such statements or perform such presentations, or to conduct such business, then it is the Distributor's responsibility to secure the necessary license, degree or permit.

12.14 Indemnity Agreement

Each and every Distributor shall indemnify and hold harmless the Company, its shareholders, officers, directors, employees and agents from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of, or in any way related to, or connected with allegedly or otherwise, the Distributor's:

- (a) Activities as a Distributor;
- (b) Breach of the terms of this Agreement, the P&P, Product Terms and Conditions and the Compensation Plan; and
- (c) Violation of or failure to comply with any applicable laws, regulations or rules in India.

13) General Provisions

13.01 Company's Employee Prohibition

Employees of the Company and their immediate family members (for example spouse, mother, father, brother, sister) are strictly prohibited from taking part in the Compensation Plan. Breach of this clause will be deemed serious, and could result in the dismissal of the employee and the removal of his/her entire network to the credit of the Company. The Company shall have the sole discretion to determine whether or not to terminate or suspend the network and/or Distributorship of the immediate family member. Distributors being transferred to a paid position or taking up an employment with the Company shall, prior to their acceptance of the employment or paid position, file ownership transfer notice to the Company and give up their ownership rights and privileges of their TCs to persons to be nominated by the Distributor.

13.02 Liability

Distributors agree and acknowledge that they are making use of the Company's websites, services, software, functions, information, applications and tools (herein after referred to collectively as the "Services") at their own risk, and that the Services are provided "AS IS" "AS AVAILABLE" "WITH ALL FAULTS" without any warranty of any kind, whether express or implied, including without limitation, that the Services will be provided uninterrupted and continuously at all times.

To the fullest extent permitted by law, the Company shall not be liable for, and each Distributor releases the Company from, and waives all claims for any loss of profits, indirect, direct, special, incidental, punitive or consequential damages or any other losses and/or damages whatsoever incurred or suffered by Distributor as a result of:

- (a) the breach by another Distributor of his/her Agreement, any Term or Condition of the P&P, and/or the Compensation Plan;
- (b) the operation of other Distributors' business;
- (c) any inadvertent, incorrect or wrong data or information provided by the Company;
- (d) the Company's failure to maintain complete and accurate records of Distributors' business dealings;
- (e) any system, server or connection failure, breach of security, error, tampering, unauthorised intervention, fraud, deletion, defect, omission, interruption, delay in operation or transmission, computer virus, bug or other malicious, destructive or corrupting code, agent programme or macros, or any other technical or other malfunction;
- (f) Distributors' access, use or inability to access or use the Services; and
- (g) the Company's failure to provide any information or data necessary for Distributors to operate their business, including, without limitation, the marketing and promoting of products of the Company and/or the introducing or referring of persons as Customers/Distributors to the Company,

Regardless of whether the Company has been advised or should have been aware of the possibility of such losses and/or damages.

In the event any of the above exclusion on remedies, damages or liability is prohibited or restricted by law, and the Company is held liable to any Distributor for any reason, the Distributor shall limit the liability of the Company to the Distributor for any and all losses, damages, costs (including attorneys' fees), expenses, claims, demands, suits, actions, proceedings, orders or judgments whatsoever, so that the total aggregate liability of the Company to the Distributor shall not exceed the sum of INR 325,000.

13.03 Force Majeure

The Company shall not be responsible for delays or failure in performance caused by circumstances beyond the Company's control, such as strikes, labour difficulties, fire, floods, earthquakes, Acts of God and other natural disasters, war, government decrees or orders, information technology (including hardware and software) failures arising out of zero-day vulnerabilities or curtailment of a party's usual source of supply.

13.04 Violations

It is the obligation of every Distributor to abide by and maintain the integrity of the P&P. If a Distributor observes another Distributor committing a violation, he/she should discuss the violation directly with the violating Distributor. The Distributor must report such violation to the Company. He/she should detail the violation in writing or complete the Company's Complaint Form, which is downloadable from the official Company website at www.qnetindia.co and mark the correspondence "Attention: Network Compliance Department", or by email to support.centre@qnetindia.in.

13.05 Amendments

The Company reserves the right to amend/change this P&P, its retail prices, Product availability, and/or the Compensation Plan at any time without prior notice as it deems appropriate. Amendments will be communicated to Distributors through official Company publications or the Company's website at www.qnetindia.co Amendments are effective and binding upon submission to the Company's website. In the event any conflict exists between the original documents or policies and any such amendment, the amendments shall prevail.

13.06 Assignment/Novation/Transfer

The Company may at any time, without the consent of the Distributor, assign, novate or transfer all or part of its benefit, rights and obligations under this Agreement to a third party and the Distributor undertakes to execute and do all such things as the Company may require for perfecting and completing such assignment, novation or transfer.

13.07 Non-Waiver Provision

No failure of the Company to exercise any power under this P&P or to insist upon strict compliance by a Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with the P&P, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement and/or this P&P.

The Company's waiver of any particular default by a Distributor shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Distributor. A waiver by the Company can be effected only in writing by an authorised officer of the Company.

13.08 Governing Law

This Agreement, the P&P, the Product Terms and Conditions and the Compensation Plan shall be governed by the laws of the Republic of India.

13.09 Jurisdiction

Any dispute, controversy or claim arising from or in connection with this Agreement, the P&P, the Product Terms and Conditions and/or the Compensation Plan or the breach, termination or invalidity thereof (herein after called the "Matter"), shall first be sought to be resolved amicably between the Distributor concerned and the Company. The Distributor should make an immediate attempt (within 24-48 hrs of incidence) to contact the company on email id support.centre@qnetindia.in to voice his/her concern. If the Distributor and the Company cannot resolve the Matter within sixty (60) days from the date the Matter was first brought to the attention by one party to the other, the Matter may be referred to the district consumer forum in **Bengaluru**. However, no complaint can be filed for alleged deficiency in any service that is rendered free of charge or under a contract of personal service.

13.10 Entire Agreement

This Agreement, the P&P, the Product Terms and Conditions and the Compensation Plan together constitute the entire Agreement between a Distributor and the Company.

13.11 Severability

If at any time any provision of this Agreement, the P&P, the Product Terms and Conditions and/or the Compensation Plan is or becomes illegal, invalid or unenforceable in any respect under the laws of India, neither the legality, validity or enforceability of the remaining provisions of this Agreement, the P&P, the Product Terms and Conditions and/or the Compensation Plan shall in any way be affected or impaired thereby.

13.12 Notices and Communications

Each notice, demand or any other communication to be given or made under this Agreement, the Product Terms and Conditions, the P&P and/or the Compensation Plan by the Company to a Distributor shall be in writing and delivered or sent to the relevant party at his/her last known address or email address on file. Any notice, demand or other communication to the Company shall be sent or delivered to the India Support Centre of the Company at its office in India, or by email to support.centre@qnetindia.in. Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered upon the expiry of fifteen (15) days from the date it was given or made, provided that, if such day is not a working day in the place to which it is sent, such notice, demand or other communication shall be deemed delivered on the next following working day at such place. In the event of such notice, demand or communication is serviced by email, it shall be deemed to have been received by the other party upon confirmation by email by that other party.

13.13 Headings and Table of Contents

Headings and Table of Contents in this Agreement, the Product Terms and Conditions, the P&P and the Compensation Plan are provided for convenience only and they are not part of those documents. They are not to serve as a basis for interpretation or construction of those documents or as evidence of intention of the parties.

13.14 Gender

Unless the context otherwise requires, words importing the singular number shall include the plural number and words importing the masculine gender shall include the feminine or neuter gender and vice versa, and references to persons shall include companies and bodies, corporate or unincorporated.

13.15 English Language Prevails

In the event that the P&P is translated into another language and there exists any inconsistencies in any provision between the English-language version and the translated version of the P&P, the English-language version shall always prevail.

APPENDIX 1 – COMPENSATION PLAN

01 Title

This is the “QNET Sales Incentive Plan” or “Complan” as referred to in Vihaan Direct Selling India Pvt Ltd Policies & Procedures (“P&P”). This Compensation Plan provides for the entitlement and calculation of Sales Incentives and/or bonuses of Distributors of Vihaan Direct Selling India Pvt Ltd

Registration as a Distributor is absolutely free and Sales Incentives and/or bonuses are paid ONLY on the sale of the Company’s products pursuant to the Company’s Compensation Plan. No Sales Incentive or bonuses will be paid on any purchase of the Company’s marketing material, literature, Business Planner, Product Portfolio, or for referring other Distributors and/or Customers.

02 Definitions and Interpretation

Unless specified herein below, all terms in this Compensation Plan have the same meanings as defined in the P&P.

“**Active Distributor**” means any Distributor who achieves the minimum Monthly RSP maintenance requirements designated for his/her current rank, from retail sales or purchases of any QNET products for personal consumption.

“**Activated**” means when a Qualified Distributor has achieved and allocated a minimum of 500 BV on each side of any of his/her Tracking Centres (TC).

“**Product Business Volume**” or “**BV**” means the point value of a product used to qualify TCs and calculate Step Sales Incentives.

“**BV Bank**” means a place which stores the BV earned by Distributor.

“**Sales Incentive Period**” or “**Sales Incentive Week**” means the period or week when Sales Incentive is calculated and paid after the Buy-Back Policy schedule.

“**Compensation Level**” means the pay level of a Distributor. Sales Incentives and/or bonuses are paid out according to a Distributor’s Compensation Level and as provided for in Schedule 1 of this Appendix 1.

“**Compression**” means when a Distributor does not meet the minimum Monthly RSP Maintenance requirement for his/her current rank, Active Distributors below that Distributor will move up to temporarily fill his/her position for earning Repeat Sales Points (“RSP”) from Downlines within his/her network or line of referralship.

“**Counter**” means a calculating mechanism for a TC and it is on the left and right of each TC, the record of which reflects the balance of BV its Downline Group has accumulated for the purpose of calculating Step Sales Incentive. The Counters are either on or off based on the rules described in sub clause 8.03.

“**Sales Incentive Cycle**” means six (6) Sales Incentive Steps.

“**Sales Incentive Step**” or “**Step**” means one (1) part of the Sales Incentive Cycle, which is equivalent to 3,000 GBV on the lower-volume leg.

“**Customer**” or “**Retail Customer**” means a person who purchased the Company’s products at a retail price but does not register as a Distributor.

“**Demotion Policy**” means that in the event that a Distributor fails to meet the minimum Monthly Rank Maintenance requirements for his/her current Rank, he/she will retain his/her current Title Rank but shall be paid as the Pay Rank corresponding to his/her achievement in that particular Month.

“**Direct BV**” means the BV that a Distributor earns when he/she sells QNET Products to directly referred retail customers or direct referrals.

“**Direct Referral**” means a person who is directly referred to join the QNET business by an existing Distributor and is placed within the line of referralship of the Distributor who refers him/her.

“**Downline Group**” has the same meaning as provided in sub clause 7.02 hereunder.

“**Early Payout Option**” or “**EPO**” means the partial payment of the first Step Sales Incentive payable in advance to the new Qualified and Activated Distributor upon achieving the required Group Product Business Volume (GBV) in any of the Lower Volume Team of his/her Primary TC within the given time frame. This Payout only applies to the Primary TC at the first Step Sales Incentive Cycle 1 irrespective of whichever rank the new Distributor is placed and the total payout will be in accordance to Schedule 1. The Early Payout procedure will be as explained under sub clause 7.03.

“**Incentive products**” are earned on the 6th step of every Sales Incentive cycle.

“**First Purchase Profit**” means the difference between the price of new Distributor’s first purchase and the Distributor Discounted Price before applicable taxes and shipping & handling charges if any. New Distributor’s first purchase price is equivalent to the Retail Price.”

“**Flushing**” or “**Flushed**” means the elimination of excess BV when a Distributor has exceeded the Maximum Payout of the Compensation Level he/she is in, for the Sales Incentive Period.

Group Product Business Volume or “**GBV**” means the total BV accumulated in both left and right Downline Groups of a TC.

Group Performance” means the number of downlines who advanced in rank to Gold Star and above.

“**Group Repeat Sales Points**” or “**Group RSP**” means the RSP that the Distributor earns from the repeat sales and personal purchases made by his/her Downlines within his/her network or line of referralship.

“**Inside Leg**” means the left Downline branch of a TC if that TC is on the right Downline branch of its immediate Upline or the right Downline branch of a TC if that TC is on the left Downline branch of its immediate Upline. It means the opposite side of the Leg below which the TC is placed.

“Distributor Discounted Price” or **“Distributor Price”** means the prices of the Company’s products at which the Company sells to the Distributors.

“Lower Volume Team” means the weaker leg or the leg with the lesser volume in the Genealogy on which the Step Sales Incentives are calculated.

“Rank Maintenance” means a Distributor is required to achieve or maintain the minimum requirements of his/her current Rank as provided in Schedule 3 of Appendix 1.

“Month/Monthly” means minimum four (4) Sales Periods.

“Outside Leg” means the Downline branch of a TC other than its Inside Leg.

“Paid As” means if a Distributor fails to fulfil his/her Rank Maintenance, he/she shall be paid in accordance to the Pay Rank in which he/she is qualified for during that period. In this connection, if the Distributor’s current Rank is for instance Diamond Star but he/she is unable to fulfil the Maintenance for Diamond Star and he/she has only managed to fulfil the Maintenance of Gold Star, he/she shall be paid in accordance to the Pay Rank which is Gold Star (the Rank in which he/she is qualified for). This shall apply to each Rank and the corresponding Rank for avoidance of doubt.

“Pay Rank” means the recognition title given to a Distributor, when he/she achieves the rank advancement and/or maintenance requirements within a fixed Month period. Pay Rank is subject to Demotion based on his/her achievement in a particular month.

“Pay Rank Maintenance” means the number of months that a Distributor is required to achieve the monthly RANK requirements to get promoted to Platinum Star rank and above.

“Personal Product Business Volume” or **“PBV”** means the BV that the Distributor is personally responsible to produce or achieve, whether it is through retail sale to a customer or his/her personal purchase of QNET products for personal consumption.

“Personal RSP” means RSP that a Distributor earns from his/her personal purchase of retail sales.

“Placement” means the way the TCs are placed in the database of the Company as shown in the Genealogy.

“Primary TC” means the first TC given to the new Distributor upon successful registration. It is usually identified as the extension ‘001’ after the Distributor Identification Number (Distributor ID No).

“Qualified” means when a TC has achieved and allocated the minimum required BV to his/her TC (Primary TC-001 TC-002 and TC-003 each requires 500 BV).

“QNET eStore” means the place accessible from the QNET website and Distributor's Virtual Office (VO) where Products are offered for sale to customers and Distributors for their personal consumption.

“Rank” means the recognition title given to a Distributor, which is based on the compensation level he/she achieved. There are two types of Rank assigned to each Distributor: namely, Title Rank and Pay Rank.

“Rank Advancement” means a Distributor will be promoted to a new rank when he/she meets all of the requirements for the new rank as set out in Schedule 3 of Appendix 1 within a fixed Month period.

Distributor is the default rank for a newly registered Distributor in the QNET Sales Incentive Plan

Bronze Star is the Title Rank and Pay Rank given to a Qualified and Activated Distributor.

Silver Star is advancement from Bronze Star rank upon fulfilment of all the Silver Star Rank Advancement requirements within a fixed month period as set out in Schedule 3 of Appendix 1.

Gold Star is advancement from Silver Star rank upon fulfilment of all the Gold Star Rank Advancement requirements within a fixed month period as set out in Schedule 3 of Appendix 1.

Sapphire Star is advancement from Gold Star rank upon fulfilment of all the Sapphire Star Rank Advancement requirements within a fixed month period as set out in Schedule 3 of Appendix 1.

Platinum Star is advancement from Sapphire Star rank upon fulfilment of all the Platinum Star Rank Advancement requirements for 2 Consecutive Months as set out in Schedule 3 of Appendix 1.

Diamond Star is advancement from Platinum Star rank upon fulfilment of all the Diamond Star Rank Advancement requirements for 2 Consecutive Months as set out in Schedule 3 of Appendix 1.

Blue Diamond Star is advancement from Diamond Star rank upon fulfilment of all the Blue Diamond Star Rank Advancement requirements for 3 Consecutive Months as set out in Schedule 3 of Appendix 1.

“Referralship” means the activity of referring retail Customers or new Distributors to participate in the Compensation Plan.

“Repeat Sales” means recurrence purchase or sale of products and services of the Company.

“Repeat Sales Points” or **“RSP”** means points assigned to each QNET product that an Active Distributor earns from maximum of ten (10) Pay Levels based on his/her current Rank.

“Repeat Sales Incentive” means Sales Incentive derived from accumulated Repeat Sales Points.

“Retail Price” means the price of the Company’s products at which the Company sells to Customers and the new Distributors on their first qualifying personal purchase.

“Retail Profit Margin” means the difference between the Retail Price and the Distributor Discounted Price of a product of the Company before tax and any shipping and handling charges. It is awarded only to a Distributor who sells the Company’s products to retail customers and new direct referrals.

“Retail Sale” means sales of Company’s products to Customers.

“RSP Pay Level” refers to a position in the genealogy from which the Active Distributor is eligible to earn RSP. Distributor can earn RSP from a maximum of ten (10) Pay Levels based on his/her current Rank.

Sales Period” or “Sales Week” means a one-week period commencing from 00:01 on Saturday until 23:59 on the following Friday, Hong Kong Standard Time.

“Secondary Tracking Centres” means the left and right Tracking Centres that are directly connected to the Primary TC given to the new Distributor upon successful registration. The left TC is usually identified as the extension ‘002’ and the right TC is identified as the extension ‘003’ after the Distributor Identification Number (Distributor ID No.).

Self-Activation means a method of activating Distributorship with BV that the Distributor achieved from his/her retail sale or purchase of QNET products for personal consumption.

“Step Sales Incentive” means the Sales Incentive paid to a Qualified and Activated Distributor according to his/her GBV on the Lower Volume Team and Compensation Level.

“Title Rank” means the recognition title given to a Distributor, which is based on the highest rank advancement requirements that he/she achieved. Distributor retains the highest Title Rank achieved and is not subject to demotion.

“Tracking Centre” or “TC” means a position in the Company’s database. Sales Incentives and/or bonuses are calculated with reference to each Tracking Centre.

03 Acquisition of TCs

3.01 Tracking Centres

A Distributor will be granted three (3) TCs when he/she is first accepted as a Distributor. The three (3) TCs shall appear in the Genealogy in the following configuration: the Primary TC-001 being the uppermost TC has TC-002 connected immediately to its left and TC-003 immediately to its right.

3.02 Qualifying all TCs

A Distributor has to qualify all his/her TCs before he/she can acquire additional TCs.

3.03 Minimum BV

For the purpose of acquiring additional TCs and also for the purpose of qualifying a TC, the minimum number of BV that can be allocated to one (1) TC is 500 BV for Primary TC 001 and for Secondary TCs 002 and 003.

3.04 Acquiring additional TCs

Subject to sub clause 3.05, after a Distributor’s initial three (3) TCs are qualified with a minimum of 500 PBV each, he/she can acquire an additional TC by obtaining 1,000 Personal Product Business Volume. Thereafter, every 1,000 PBV will create one (1) new TC.

3.05 Maximum additional TCs in a single transaction

A Distributor can only create a maximum of two (2) additional TCs in a single transaction, regardless of whether the PBV earned has exceeded the minimum BV required to create the two (2) TCs.

04 Placement

4.01 Right of placement

A Referrer has the right to place the Primary TC of a Distributor whom he/she personally referred or any additional TCs that are allocated to him/her (meaning the Distributor decides the placement location of his/her own 004 and subsequent TC extensions as described under sub clause 3.04 herein) subject to the Rules of Placement as stated herein below.

05 Rules of Placement

5.01 Limit of connected TCs

Only two (2) TCs can directly be connected to the Primary TC.

5.02 Immediate Upline TC

Each TC can only have one (1) TC as its immediate Upline.

5.03 Placement rights of a Referrer

Subject to sub clause 5.08, a Referrer shall have the sole right to place the Primary TC of a Distributor whom he/she personally referred. Subject to the aforesaid, a Distributor shall have the right to place any secondary TCs that are allocated to him/her.

5.04 Placement rights of a Distributor

Subject to sub clause 5.07, a Distributor can place any TC, which he/she has a right to place under existing TCs in his/her Downline, beginning anywhere under his/her Primary TC (TC-001). But he/she cannot place a TC in a position that is already occupied by another TC.

5.05 Placement above the Primary TC

A Distributor is not allowed to place any TC above his/her own Primary TC.

5.06 Placement under the Primary TC

A Distributor cannot place any TC, which he/she has a right to place in a position that is not under his/her Primary TC. In other words, he/she cannot place a TC in contravention to sub clause 5.08.

5.07 Subsequent TC extensions to TC-003

Pursuant to sub clause 5.01, all TC extensions belonging to a Distributor subsequent to TC-003 (i.e. TC 004 and onwards) shall not be placed/connected directly to the same Distributor's existing TCs

5.08 Default placement

If the Referrer fails to place his/her newly registered Direct Referral(s) within the Grace Period from the registration date, default placement as stipulated under clause 6 of the Default Placement Method shall apply.

06 Default Placement Method

6.01 Default placing of a TC

If the Referrer fails to place his/her newly registered Direct Referral(s) within the Grace Period, the system will automatically place them on the Lower Volume Leg of the Referrer's TC-001.

In the event of the Referrer having a balanced volume on both legs, the system will automatically place the newly registered Direct Referral(s) on the position opposite of the placement of his/her Referrer's TC-001.

07 Sales Incentives and/or Bonuses

- (a) All Distributors are entitled to Retail Profit Margin. No Customer is eligible for any Sales Incentives and/or bonuses although a TC will be placed for their purchase.
- (b) Only Qualified and Activated TCs are eligible for earning Step Sales Incentives and/or bonuses other than Retail Profit Margin
- (c) Any BV accumulated before Activation is not Sales Incentivised
- (d)
- (e) to the Distributor unless it occurs in the same Sales Incentive Period of Activation.
- (f) All Sales Incentives and/or bonuses payable under this Compensation Plan are based on the sale of the Company's products, not based on the introduction of persons into the Company.

7.01 Retail Profit Margin

- (a) A Referrer shall be entitled to the Retail Profit Margin for every product that he/she personally and successfully promoted to another person who thus purchases it as a Retail Customer from the Company.
- (b) A Referrer is also entitled to the Retail Profit Margins from the first qualifying personal purchase (which may include more than one product) at Retail Price by his/her personally referred Downlines.

7.02 Step Sales Incentive

- (a) Step Sales Incentives are paid to Distributors based on BV accumulated from the purchases of products made by Customers or Distributors. Only Qualified and Activated Distributor is eligible for Step Sales Incentive.
- (b) BV is assigned to each type of product and the same types of products may be assigned with different units of BV.
- (c) Upon the sale of a product, the Company shall credit a certain number of BV, which shall be equal to the BV of that product, to one (1) of the TCs or the BV Bank of a Distributor who either purchased the product himself/herself or successfully promoted the sale of the product to a Customer. In the case of any product sold to a Customer, the Company shall credit the BV assigned to that product to a BV Bank of the Distributor who successfully promoted the sales of the product and the Distributor shall allocate the BV so obtained within seven (7) days to his/her TC.
- (d) In the Genealogy, the TCs in the Inside Leg of a particular TC represent a Downline Group of that particular TC. The TCs in its Outside Leg represent

another Downline Group. In other words, every TC should have one (1) Downline Group in its Inside Leg and one (1) in its Outside Leg.

- (e) For every TC, there is one (1) Counter recording the accumulation of BVs of each Downline Group.
- (f) Step Sales Incentive shall be calculated for each TC based on the total BV accumulated in both Downline Groups of a TC as shown in its Counters and according to Schedule 1.
- (g) Step Sales Incentive is calculated and paid after the Buy-Back Policy schedule. Sales Incentive payable to a TC shall be calculated after the Buy-Back Policy schedule and any remaining balance for non-Sales Incentivised BV shall be carried forward to the following Sales Incentive Period.
- (h) A maximum weekly step Sales Incentive is capped for each Compensation Level of Distributors as prescribed in Schedule 1. Any BVs accumulated within a single week in a Sales Incentive Period after corresponding weekly maximum Step Sales Incentive for that Sales Incentive Period has been reached shall be forfeited and shall not be taken into consideration for the calculation of any Step Sales Incentive payable to the Distributor.

7.03 Early Payout Option ("EPO")

Early Payout Option ("EPO") is only applicable to a newly Qualified and Activated Distributor who achieved the required Lower Volume Team of the Primary TC at the first Step Sales Incentive Cycle 1 within the specified time frame. This is irrespective of whichever rank the new Distributor is placed and the total payout will be in accordance to the Schedule 1.

As stipulated in this clause, the Distributor must be Activated by referring 2 Qualified Direct Referrals placed on each side of any of his/her tracking centres, in order to be eligible for the Early Payout option. Self-Activation will not allow the Distributor to earn from the Early Payout option.

A new Distributor who is Qualified and Activated must achieve the required first 1,000 BV on his/her Lower-Volume Team within the first 4 weeks from the registration date to be eligible to receive the corresponding first Early Payout as set out in Schedule 2 of Appendix 1.

Thereafter, the new Distributor who is Qualified and Activated must achieve the required second 1,000 BV on his/her Lower Volume Team within the first 6 weeks from the registration date to be eligible to receive the corresponding second Early Payout as set out in Schedule 2 of Appendix 1.

An example of the Early Payout procedure: A new Distributor who is Qualified and Activated, placed on the first rank (Bronze Star) would immediately earn INR 3,250 upon achieving the first 1,000 BV on his/her Lower Volume Leg within the first 4 weeks from his/her registration date and another INR 3,250 when his/her Lower Volume Leg reaches the second 1,000 BV within the first 6 weeks from the registration date. The remaining balance of the designated total Step 1 payout for his/her active rank amounting to INR 6,500, will be paid out upon achieving the third 1,000 BV on his/her Lower Volume Leg.

In other words, for Bronze Star Rank, Step 1 Sales Incentive total payout of INR 13,000 is paid on a partial basis of INR 3,250 for first 1,000 BV and INR 3,250 for a second 1,000 BV and INR 6,500 for the third 1,000 BV of the total required 3,000 BV of the Lower Volume Leg for Step 1, Sales Incentive Cycle 1. Please refer to Schedule 2.

7.04 Repeat Sales Points (RSP) and Repeat Sales Incentive

A Distributor can convert his/her earned RSP into cash based on the standard conversion rate of 10,000 RSP: INR 19,500.

Repeat Sales Points mean points assigned to each QNET product that an Active Distributor can earn from maximum ten (10) Pay Levels based on his/her current Rank.

Cash converted from earned RSP is called Repeat Sales Incentive.

A Distributor needs to meet the minimum Monthly RSP Maintenance for his/her current rank, from his/her retail sale or purchases of any QNET products for personal consumption, in order to earn RSP from maximum ten (10) RSP Pay Levels depending on his/her current Rank. Note that the minimum Monthly RSP Maintenance is OPTIONAL AND NOT MANDATORY.

7.05 Change of Sales Incentives and/or Bonuses

The Company may, at its sole discretion, replace the Schedules to this Compensation Plan or amend them to change the method or amount therein or may add or remove anything to or from the Schedules.

Where the Company intends to replace, change or delete the Schedules to the Compensation Plan, it shall give a reasonable time of prior notice to Distributors by publishing the said change on its official website. The new replacement, change or deletion shall take effect immediately upon the expiry of the reasonably timed notice period.

08 Activation and Qualification

8.01 Qualification

- (a) For qualifying a TC, a Distributor can only use the BV assigned to a product that he/she purchased personally or that he/she successfully promoted to a Customer.
- (b) A Distributor has to qualify his/her Primary TC (TC-001) before he/she can qualify his/her other TCs.
- (c) After qualifying his/her Primary TC, a Distributor may allocate his/her remaining BV to other TC extensions. In other words, once the Distributor has allocated the required qualifying BV to his/her Primary TC, the Primary TC is considered as a Qualified TC and if he/she allocates the required qualifying BV to other TC extensions, the other TC extensions will also be considered as Qualified TCs.
- (d) The Qualification and Activation requirement are optional and not mandatory. Even in its absence, Distributor would continue to earn the Retail Profit Margin and Repeat Sales Incentives

8.02 Activation

A Qualified Distributor can activate his/her Distributorship by achieving and allocating a minimum of five hundred (500) BV on each side of his/her Primary TC or on any of his/her Secondary TCs.

A Qualified Distributor can activate his/her Distributorship in three (3) ways.

- (a) Retail Sale – Distributor achieves BV from his/her retail sale and allocate five hundred (500) BV each on each side of any of the Distributor's TCs;
- (b) Combination of Retail Sale, and Personal Purchase(s) or Qualified Direct Referral – Allocate a minimum of five hundred (500) BV each on each side of any of the Distributor's TC through combination of BV from Retail Sales and Distributor's purchases of QNET products for personal consumption or Qualified direct referral; or
- (c) Direct Referral – Place at least one (1) Qualified Direct Referral per side on any of the Distributor's TCs.

8.03 Turning on TC Counters

The Counters of a TC will only be turned on after the TC is qualified and the Distributorship is activated.

09 Promotion

9.01 Compensation Levels

There are seven (7) Compensation Levels of Distributor for the purpose of awarding Step Sales Incentives and Repeat Sales Incentives derived from earned RSP. Thereafter the ascending order of the compensation levels is as set out in Schedules 1 and 5 of Appendix 1.

9.02 Promotion to a higher rank

A Distributor will be promoted to the next higher Rank upon his/her fulfilment of the requirements designated for each Rank in the QNET Sales Incentive Plan within a fixed Month period.

The minimum Monthly Rank Advancement and maintenance requirements for the seven (7) Ranks are provided in Schedule 3.

9.03 Demotion

Distributors who fail to fulfil the Rank Maintenance or meet the minimum Monthly Rank Maintenance requirements of the current Rank they are in, will retain their current Title Rank but shall be Paid As the Pay rank corresponding to their achievement.

New Distributors who registered on or after 22 July 2017 will be placed under the Distributor Status and thereafter upon fulfilment of the necessary rank advancement requirements, will be promoted to Bronze Star, Silver Star, Gold Star, Sapphire Star, Platinum Star, Diamond Star, and Blue Diamond Star accordingly. However, if Distributors are unable to fulfil the Maintenance of their current rank within the time frame, they will retain their current Title rank but they shall be Paid As the Pay Rank corresponding to their achievement, The lowest rank that a Distributor can be demoted to is Silver Star rank. As such, new Distributors who are promoted to Gold Star, Platinum Star, and Diamond Star may be Paid As the Pay rank not in any event below Silver Star Rank.

Existing Distributors who have registered and have achieved a certain Rank before 22 July 2017 will retain their current Rank. However, if Distributors are unable to fulfil the Maintenance of their current Rank within the time frame, they will retain their current Title Rank but shall be Paid As the Pay Rank corresponding to their achievement.

10. Extinguishment of BV for Specific Distributor Status

If a Distributor's status is marked as one of the following, all his/her BV in the left and right volume counters and in the BV Bank are deemed expired and set to a value of zero (0):

- (a) "Terminated";
- (b) "Nullified"; or
- (c) "Cancelled".

No deduction will be made from the volume that has been counted for the uplines of the concerned Distributor.

For the purposes of this clause:

- a) A "Terminated Distributor" is one whose Distributorship has been terminated by QNET due to his/her violation of the QNET Policies and Procedures, Code of Ethics, or has not been active for two (2) years as stated in clause 8.04.
- b) A "Nullified" Distributor is one whose Distributorship has ceased by his/her voluntary cancellation of his/her purchase orders and
- c) A "Cancelled" Distributor is one whose Distributorship has been terminated by his/her voluntary cancellation of his/her partially paid product within 12 months from the registration date.

11. Enhanced QNET Sales Incentive Plan

Effective 22 July 2017, the Company shall roll out various enhancements to the QNET Sales Incentive Plan. All existing and new Distributors are thenceforth automatically subject to the new Business Rules as stated hereunder:

1. After successful registration as a Distributor, he or she can immediately start earning commissions and incentives from his /her retail sales and/or sales to his or her new Direct Referrals without meeting additional requirement. We refer to this as the RETAIL PROFIT MARGIN.
2. A Distributor will have an opportunity to earn Sales Incentives/bonuses from both BV and RSP of his/her personal purchases, retail sales and sales to downlines.
3. A Distributor can earn from one or more of the following seven (7) different types of Sales Incentives/bonuses from the QNET Sales Incentive Plan
 1. Retail Profit Margin
 2. Early Payout Option (EPO)
 3. Step Sales Incentive
 4. Repeat Sales Incentive
 5. Rank Advancement
 6. Rank Maintenance
 7. Year-Round Incentives
4. If a Distributor wishes to earn additional commissions and incentives from the Retail sales and sales to new Direct Referrals, he/she must have at least minimum 50 RSP from those retail sales that he/she made. This type of commission / incentive is called REPEAT SALES INCENTIVES.
NOTE: The minimum monthly maintenance of 50 RSP is OPTIONAL AND NOT MANDATORY.
5. A Distributor is given more opportunities to earn higher commissions and incentives if two or more of his retail customers or new Direct Referrals have made sales of minimum of 500 BV each. This type of commission / incentive is called STEP SALES INCENTIVES.
NOTE: This requirement is not mandatory and even in its absence; Distributor would continue to earn the Retail Profit Margin and RSP Commission
6. A Distributor can advance to seven (7) Ranks with designated Compensation Level and RSP Pay Level in the QNET Sales Incentive Plan as set out in Schedule 1 and Schedule 5 respectively of Appendix 1. The seven (7) Ranks are:
 1. Bronze Star
 2. Silver Star
 3. Gold Star
 4. Sapphire Star
 5. Platinum Star
 6. Diamond Star
 7. Blue Diamond Star
7. There is a maximum payout per TC per Week based on the Distributor's Pay Rank as set out in Schedule 1 Appendix 1. Maximum Payout varies with the Distributor's Pay Rank.
8. A Distributor must achieve the prerequisite and the Monthly Rank Advancement requirements of the next rank within a fixed month period to advance in rank as set out in the Schedule 3 of Appendix 1. A Distributor is not allowed to skip rank when advancing to a higher rank.
9. A Distributor must achieve the Monthly Rank Maintenance requirements within a fixed month period to maintain his/her current Title and Pay Rank and Compensation Level on a monthly basis.
10. A Distributor who fails to achieve the Monthly Rank Maintenance for Gold Star and above, will be demoted to a lower Pay Rank based on his/her achievement but not to a Rank below Silver Star rank.
11. An Active Distributor will be eligible to earn RSP from his/her personal purchase, retail sales and repeat sales to his/her downlines up to a maximum of ten (10) RSP Pay Levels based on his/her current Rank. A Distributor must achieve a minimum of 50 Personal RSP to remain Active and eligible to earn Repeat Sales Incentives.
12. A Distributor who fails to achieve 50 Personal RSP within a fixed month period, will be Compressed and all the RSP from his/her Downlines' repeat sales will be forfeited in that particular month.
13. The RSP Pay Level of an Active Distributor is based on his/her current Pay Rank as set out in Schedule 5_of Appendix 1. RSP from RSP Pay Level 2 are doubled in value.
14. Earned RSP are automatically converted into cash on a weekly basis using a conversion rate of 10,000 RSP: INR 19,500
15. Diamond Star and Blue Diamond Star who maintain their current Title and Pay Rank for 6 consecutive Months will be eligible to earn a Maintenance Bonus as set out in Schedule 4 of Appendix 1.
16. Rank Advancement to Bronze Star and Silver Star is effective immediately within the same week of achievement but the ranks will only be reflected on the website later in the 3rd week of the achievement in the same Month as set out in Schedule 6.
17. Rank advancement to Gold Star and above is effective in the first week of the following Month of the achievement but the Rank will only be reflected on the website later in the 3rd week.
18. Distributor at each level of rank should participate in company's meeting including team meetings.
19. Distributor must develop team work and team building skills
20. Distributor should promote Qnet Policies and Procedures and Compensation Plan and provides services to other Distributor's by: holding personal meetings; explaining advantages and responsibilities of a Distributor upon being qualified and activated; Supporting existing and new Distributor.
21. Distributor should actively builds and supports his Team.

22. Distributor should develop presentation and team management skills
23. Distributor shall assume overall responsibility for team members on lower level rank category.
24. Distributor should coordinate short term planning / long term with his/her teams
25. Every Distributor is required to speak at Company's events
26. Distributor should assume the responsibility for coaching his / her lower rank category Distributors.
27. Distributor should coordinate mid-term planning with other direct Distributors.
28. Distributor should train team members in speaking and leadership skills.
29. Distributor should monitor and evaluate the effectiveness of services provided against agreed strategic targets.
30. Distributor should maintain positive and proactive relationships with key stakeholders.
31. Distributor should assume the overall responsibility for all his teams
32. Distributor should create and manage the working culture within their teams.
33. Distributor at higher rank level category (like Diamond star/ blue diamond star) should initiate and support the exploration of new markets.
34. Distributor at higher rank level category (like Diamond star/ blue diamond star) should communicate the overall team strategies and the vision.

SCHEDULE 1: COMPENSATION LEVEL PER RANK

STEP	GROUP PRODUCT BUSINESS VOLUME IN ANY LOWER VOLUME TEAM	BRONZE STAR	SILVER STAR	GOLD STAR	SAPPHIRE STAR	PLATINUM STAR	DIAMOND STAR	BLUE DIAMOND STAR
1	3000GBV	INR 13,000.00	INR 14,625.00	INR 16,250.00	INR 16,900.00	INR 17,875.00	INR 19,500.00	INR 21,125.00
2	3000GBV	INR 13,000.00	INR 14,625.00	INR 16,250.00	INR 16,900.00	INR 17,875.00	INR 19,500.00	INR 21,125.00
3	3000GBV	INR 13,000.00	INR 14,625.00	INR 16,250.00	INR 16,900.00	INR 17,875.00	INR 19,500.00	INR 21,125.00
4	3000GBV	INR 13,000.00	INR 14,625.00	INR 16,250.00	INR 16,900.00	INR 17,875.00	INR 19,500.00	INR 21,125.00
5	3000GBV	INR 13,000.00	INR 14,625.00	INR 16,250.00	INR 16,900.00	INR 17,875.00	INR 19,500.00	INR 21,125.00
6	3000GBV	Incentive Product	Incentive Product	Incentive Product	Incentive Product	Incentive Product	Incentive Product	Incentive Product

*Incentive products are given on the 6th step of every Sales Incentive cycle.

STEP SALES INCENTIVE

Maximum Weekly Step Sales Incentive per Tracking Centre

Rank	BRONZE STAR	SILVER STAR	GOLD STAR	SAPPHIRE STAR	PLATINUM STAR	DIAMOND STAR	BLUE DIAMOND STAR
Pay out per Step	INR 13,000.00	INR 14,625.00	INR 16,250.00	INR 16,900.00	INR 17,875.00	INR 19,500.00	INR 21,125.00
Weekly maximum Number of Steps per TC	40	50	60	65	70	80	90
Weekly maximum Steps Sales Incentives per TC	INR 4,42,000.00	INR 6,14,250.00	INR 8,12,500.00	INR 9,29,500.00	INR 10,54,625.00	INR 13,06,500.00	INR 15,84,375.00
Weekly Maximum Step Sales Incentive per TC	Incentive Product	Incentive Product	Incentive Product	Incentive Product	Incentive Product	Incentive Product	Incentive Product

*Incentive products are given on the 6th step of every Sales Incentive cycle.

SCHEDULE 2: EARLY PAYOUT OPTION ("EPO")

Group Product Business Volume in any Lower Volume Leg (GBV)	Early Payout, INR	Time Frame
1,000 BV	INR 3,250.00	Distributor must achieve the first 1,000 GBV lower volume team within the first 4 weeks from his/her date of registration
1,000 BV	INR 3,250.00	Distributor must achieve second 1,000 GBV lower volume team within the first 6 weeks from his/her date of registration
1,000 BV	INR 6,500.00	N/A

The above only illustrates Early Payout for Step 1, Sales Incentive Cycle 1 of the Primary TC of those Distributors under the first rank (Bronze Star) where the total payout is INR 13,000.00.

SCHEDULE 3: MONTHLY RANK ADVANCEMENT AND MAINTENANCE REQUIREMENTS

REQUIREMENTS	BRONZE STAR	SILVER STAR	GOLD STAR	SAPPHIRE STAR	PLATINUM STAR	DIAMOND STAR	BLUE DIAMOND STAR
PREREQUISITE	Qualified and Activated						
PERSONAL RSP*	50 * *50 RSP (optional) Distributor must achieve 50 RSP to be eligible to earn RSP	50 * *50 RSP (optional) Distributor must achieve 50 RSP to be eligible to earn RSP	50 *	50 *	50 *	50 *	50 *
QUALIFIED DIRECT REFERRALS	N/A	OPTION 1 3 Qualified Direct Referrals with 500 BV each OPTION 2 2 Qualified Direct Referrals with 1,000 BV each (One time Requirement)	N/A	N/A	N/A	N/A	N/A
DIRECT BV	N/A	N/A	500 BV	1,000 BV	1,000 BV	2,000 BV	3,000 BV
GROUP RSP	N/A	N/A	600 GRSP from downlines within line of Referralship	2,000 GRSP from downlines within line of Referralship	5,000 GRSP with maximum of 2,500 GRSP per downlines from at least 2 different legs within line referralship	15,000 GRSP with maximum of 7,500 GRSP per downlines from at least 2 different legs within line referralship	20,000 GRSP with maximum of 7,500 GRSP per downline from at least 3 different legs within line referralship
STEPS	N/A	N/A	2	40	120	200	320
GROUP PERFORMANCE	N/A	N/A	N/A	5 Downlines within line of referralship who advance/maintain Gold Star Pay rank or above	5 Downlines within line of referralship who advance/maintain Sapphire Star Pay rank or above and 10 Downlines within line of referralship who advance/maintain Gold Star Pay rank or above	15 Downlines (any downlines) who advance/maintain Sapphire Star Pay rank or above (a maximum of 11 from any side of TC 001) and 1 Downline (within line of referralship) who advance/maintain Platinum Star Pay rank or above	10 Downlines (any downlines) who advance/maintain Platinum Star Pay rank or above (a maximum of 7 from any side of TC 001) and 2 Downlines who advance/maintain Diamond Star Pay rank or above (1 on each side of TC 001, at least 1 within line of referralship)
PAY RANK MAINTENANCE					Achieve the Platinum Star Monthly rank requirements for 2 Consecutive Months ***	Achieve the Diamond Star Monthly rank requirements for 2 Consecutive Months ***	Achieve the Blue Diamond Star Monthly rank requirements for 3 Consecutive Months ***

* Achieved by either personal purchase or retail sales of any QNET products. Personal RSP can be carried forward up to one year from transaction date.

** Achieved from downlines within line of sponsorship.

*** For rank maintenance, achieve the requirements for one (1) month only.

**** Direct BV can be accumulated from Directly Referred Retail Customers and Direct Referrals (new and existing). DBV can be carried forward up to one year from transaction date.

SCHEDULE 4: RANK MAINTENANCE BONUS

Rank	DIAMOND STAR	BLUE DIAMOND STAR
Achieve the rank maintenance requirements for 6 consecutive months	INR 6,50,000.00	INR 19,50,000.00

SCHEDULE 5: RSP PAY LEVEL PER RANK

RSP REQUIREMENTS	DISTRIBUTOR	BRONZE STAR	SILVER STAR	GOLD STAR	SAPPHIRE STAR	PLATINUM STAR	DIAMOND STAR	BLUE DIAMOND STAR
RSP PAY LEVELS	5	5	5	6	7	8	9	10
MINIMUM RSP REQUIREMENTS PER MONTH	*50 RSP	*50 RSP	*50 RSP	*50 RSP	*50 RSP	*50 RSP	*50 RSP	*50 RSP

50 RSP must come from Distributor's personal purchase or retail sales.

A different Compensation Plan may apply to other States of India.

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