## **Terms & Conditions**

# **Code of Conduct**

### **Sales & Marketing Policy**

- Amulya Herbs has developed and follows it's own policy of sale and marketing of its products. The distributors' services are only to implement such policy. Under no circumstances the distributors are allowed to alter policies.
- The company does not allow it's products to be sold in wholesale or retail outlets in public or private places. Every distributor is expected to report such instances if it comes to his/her notice.
- Sale and purchase of the company's products is not permissible amongst distributors and staff of the company. A strict act shall be taken against anyone found involved in such transactions.
- Sale of the products is not permissible on any other price than the
  determined ones. Such acts of sale of products at prices other than the
  prescribed price for competition or any other reason shall be taken notice of,
  in such cases the company may terminate the distributorship of the person
  involved.
- Distributors are not allowed to conduct their own promotional system until
  or unless they have the written approval for the same from the company.
  The company designs, prints and circulates product and plan related
  literature for the promotion. The distributors are not allowed to make any
  changes to that.

#### Eligibility to Become a Distributor

#### 1) Individuals

- Individuals aged 18 years and above can apply to be a distributor of the company.
- The company has the discretion to accept or to reject an application.
- Distributor of the company is not an agent, representative or employee.
- Any individual willing to become a distributor of the company must be referred by an existing distributor.

### 2) Legal Entities (such as HUF, Company, Society, Partnership Firm)

- The registration will be in the name of the legal entity.
- A copy of deed, certificate of incorporation and PAN card should be submitted along with the application form.
- The bonus payments by the company would be made in the name of the legal entity only.

- Any changes in the constitution of the entity should be informed to the company.
- The company will only communicate with only the authorised person by the entity.

### **Bonus Payments**

- Bonus for all the distributors is computed once in the calendar month in relation to the business done in the relevant sales month.
- On receipt of the payout, distributor should check accuracy of the computation. Any queries regarding this matter should be made within 10 days from the date of issue of the payout by the company.
- The distributors are required to provide their address and bank details and also update the same as and when any change takes place. The company shall not be liable for non-receipt of payout due to change in communication address or bank details.
- There will be the following deductions from the bonus payments:
  - 1. TDS @10% of the bonus
  - 2. Deduction for Repurchase to be made on distributor's own code @5% of total bonus payment or Rs.5000.00 whichever is less (in one calendar month).

### **Representations Made by the Distributors**

- The distributors shall not misrepresent the benefits associated with the company's products, services and marketing plan.
- The distributors must know and convey that the earnings will come only with hard work and consistent efforts.
- The distributors will not make claims other than what is mentioned in the company's plan and literature about products and earnings.

# **Packaging and Pricing**

The distributors are not allowed to sell the products of the company in loose or in any other form not prepared by the company. The distributors will also not sell the products at a price not fixed by the company.

### **Cross Sponsoring**

No Cross Sponsoring will be allowed i.e.

- Sponsoring an existing distributor from another group.
- Signing up the wife/husband when the spouse is already a distributor of the company.
- Signing up under another sponsor when his/her distributorship is still valid.

#### **Inactive Distributor**

Irrespective of the level achieved, if a distributor does not place a personal purchase in consecutive 6 months then he/she will be termed as an inactive distributor. The company reserves the right to terminate any such distributorship. An inactive distributor can join under any other distributor after his/her id is terminated.

### **Cancelation/Resignation of Distributorship**

- Any distributor may resign by submitting an application to the company. A person who resigns may reapply for the distributorship only after 6 months. In such case the distributor will not have any claim over his business done or downlines held during his previous distributorship.
- In case a Distributor resigns, he/she may transfer the distributorship to his/her blood relations only (proof required).
- In case of the death of a distributor the distributorship is transferable to the nominee. However, if the nominee does not turn up for 6 months from the date of death of the distributor, the company holds the right to cancel such distributorship.

### **Glossary of Terms**

- BV : Business volume, is pre-determined for each product and all calculations are based on the volume.
- PV: Point Value, determines % level of the achievement.
- PS: Personal Sale, the purchase made on owned distributorship.
- PGBV: Personal Group Business Volume, is the business volume of the entire group but does not include the business volume of the Manager groups.
- GBV: Group Business Volume, is business volume generated by the entire group.