



WELCOME TO THE VESTIGE FAMILY



Gautam Bali Managing Director

Dear Distributor,

Congratulations! You have chosen the right path of building an astounding career by opting for the opportunity provided by Vestige. We welcome you to the league of those people who have carved a niche for themselves in the world of entrepreneurship through direct selling.

By pursuing a career as an independent distributor of Vestige, you are actually shaping your own destiny and building a rock solid foundation for a successful and independent future, which you can achieve through your perseverance and hard work. The more you strive to achieve higher levels of success within the Vestige system, the more you will inspire people and turn into a beacon that others will look up for guidance and leadership. We at Vestige just don't provide you with another source of livelihood, we enable you to earn respect and be an inspiring leader for others to follow as well.

The Vestige World

Powered with zeal to grow, expand and distinguish itself in the Indian as well as international direct selling industry, Vestige has covered a successful journey since 2004, when the company was founded. With a wide gamut of products and brands, Vestige provides 360° wellness coverage to people of all age groups and empowers them to live a qualitatively better life. Vestige has deep domain expertise in research and development of highly effective health supplements, personal care products, colour cosmetic products, men's grooming range, home care products, etc.

Vestige is an ISO 9001:2015 organisation; its manufacturing partner is a Good Manufacturing Practices (GMP) and Halal certified company. Vestige is also bestowed with the Certificate of Excellence in Productivity, Quality, Innovation and Management by the Institute of Economic Studies (IES). Vestige is a member of the prestigious Health Foods and Dietary Supplements Association (HADSA), and it is proudly associated with the most admired industry and commerce body of India, FICCI.

The testimony of Vestige's success lies in the fact that every year the company is growing by leaps and bounds and paving way for numerous people to achieve success by spreading Wellth. Armed with a widespread network of branch offices, ware houses, international office, District Level Contact Points (DLCP), Mini DLCPs, Distributor Consulting Centres (DCC), and a dedicated customer-centric manpower, Vestige is striving to provide the best quality products and exceptional services to you and millions of other distributors every day. Through a well-crafted education system that empowers people to go all-out towards success, Vestige relentlessly trains distributors like you by conducting thousands of training sessions throughout the year.

In the following pages of this Success Plan, we will elaborate to you the unique and robust career growth plan that Vestige offers. The promises made by Vestige are realistic and are achievable if you industriously work towards creating strong bonds and relationships, and if you empower others to achieve success by following the system religiously.

The core values of Vestige are Respect, Honesty, Passion, Growth, Freedom and Happiness. These core values combined with your passion for success, positive attitude and perseverance will form a formidable partnership. This partnership will enable us to reach new heights of success together.

In your success lies our success.

Gautam Bali

Vestige is captained by those who have played a pivotal role in the direct selling revolution in India.



With a firm focus on our mission to become a leading direct selling organisation that empowers our distributors to live a better quality life infused with wellness and prosperity, Vestige has built up a strong team consisting of those professionals who can be called the pioneers of the Indian direct selling industry.

Vestige, which was awarded the "Most Admired Brands & Leaders – Asia", is steered by these magnificent and visionary business leaders of the direct selling industry.

Gautam Bali - Managing Director - After playing key roles in various direct selling companies as CEO and advisor for decades, Mr Bali laid the foundation stone of Vestige, which he is successfully leading as a helmsman with his unmatched domain expertise and business acumen. Under his visionary leadership Vestige is growing at a phenomenal rate every year and has become one of the top direct selling companies of India.

Kanwar Bir Singh - Director - Powered by a rich experience in managing IT solutions for the direct selling industry for years, Kanwar Bir Singh is instrumental in integrating tailored information technology solutions with the complex business processes and in bringing forth great transformations through digital empowerment.

Providing you with a wellcrafted platform to achieve success and build up your enterprise by spreading Wellth.

Deepak Sood - Director - An outstanding sales, marketing, and operations professional, and a renowned motivator, Deepak Sood played key roles in various direct selling companies. Through his resilient leadership skills, he is continuously leading Vestige in bringing new practices on board and is training thousands of people every year through his specially crafted training programmes for direct selling professionals.

Apart from these three stalwarts, Vestige has a team of seasoned professionals bringing decades of rich experience and vibrant work culture from different fields and industries and they are working studiously to propel the growth story of Vestige every day so that your enterprise can also grow without any roadblocks.

Vestige was setup with a focus on providing the best platform for the direct selling professionals. Vestige empowers people to achieve success with this finest opportunity and wellness through the best quality products, which is a truly rewarding experience.

Through this unique combination of visionary management with a diligent workforce, Vestige provides you with an assurance of financial stability, long-term partnership, and a win-win opportunity for your entrepreneurial endeavour.

These innovative practices of Vestige are fast becoming benchmarks for the direct selling industry.

SELF-RELIANT MARKETING PLAN

Before starting a journey, we should be aware of the goal as well as the road that we are going to take. If we are well informed about the goal and the road to it, our journey will not only be smooth, our confidence level will also remain at the peak.

This is the sole reason why Vestige emphasises and insists that after signing up as an independent Vestige distributor, you acquaint yourself well with the Vestige path by studying the Marketing Plan carefully and by understanding the scope of opportunities that you can grab on the way ahead. If you do this properly, be assured, your Vestige journey will be quite smooth and successful.

The four ingredients for achieving success in the Vestige system as an entrepreneur are given below:

- •Be a regular user of Vestige products
- Earn by sharing the products
- Enrich yourself by sharing the business
- Enrich yourself by enriching others

If you follow the system religiously and work hard with extreme dedication, you will see your efforts are compensated with a proportionate increase in earnings.

Vestige offers very rewarding bonuses for your untiring efforts in promoting the business. Vestige Atmanirbhar Marketing Plan is specifically designed with the view of providing an equal business opportunity; it is an Accumulative Plan, where you never slide down from your existing level and ascend higher on the ladder of success.

Nine ways to earn income

- I. Savings on consumption -10-20%
- 2. Performance Bonus 5 11%
- 3. Bronze Director Bonus 4%
- 4. Business Building Bonus 14%
- 5. Leadership Overriding Bonus 16%
- 6. Travel Fund 5%
- 7. Car Fund 5%
- 8. House Fund 3%
- 9. Elite Club Bonus 2%

Savings on Consumption 10-20%

As a distributor, you save this amount as the difference between MRP and Distributor Price. Vestige offers a retail profit from 10 to 20% on most of the products.

The following example helps explain the saving.

Distributor Price + Saving = MRP

In a business month, if you buy Vestige products worth AED 100 for self-consumption you save up to AED 20 for yourself

Performance Bonus 5-11%

A distributor has to qualify for getting the performance bonuses and is entitled to earn the bonuses according to the level qualified. Vestige offers very rewarding performance bonuses, which are amongst the best in the world of direct selling. To earn this performance bonus, the qualifying level of Point Value (PV) has to be accumulated.

Performance Bonus (PB) Schedule — 5-11%

| PERFORMANCE BONUS LEVEL | ACCUMUL MIN | ATIVE PV MAX | % EACH |
|----------------------------|----------------|---------------|--------|
| Distributor | 1 | 599 | 5 |
| Senior Distributor | 600 | 2,399 | 8 |
| Assistant BronzeDirector | 2,400 | 5,499 | 10 |
| Bronze Director | 5,500 | _ | П |

To receive performance bonus for a given business month, distributors must do personal purchase (at distributor price) of the following value in the business month:

- a) Distributors who earn up to 10% payout 20 PV
- b) Distributors who earn 11% payout 40 PV

If in any case a distributor fails to make personal purchase, the bonus earned in that business month is carried forward and is released in the business month, when distributor makes the required personal purchase.

FAST START 8%

When a distributor does a GPV of 282 in a single business month before reaching 8% level then he/she is granted a special growth and the level of 8%. If a qualifying distributor has a downline also qualifying for Fast Start 8%, then the upline distributor has to maintain personal PV of 282 from other lines.

The examples given below are meant for PV: BV ratio of 1:28 and payout in AED. The PV:BV ratio may be different in other countries. Bonus Payout in all countries will be calculated based on their respective PV:BV ratio.

Example 1

How do you calculate these performance bonuses? The following examples will explain the calculations in PV only.

Let us assume that in 1st business month of your joining, you have sponsored three of your friends as your downline distributors.

Your Personal PV
300
Your downline A has PV of
Your downline B has PV of
1,000
Your downline C has PV of
Your Group Point Value (GPV)
2,600

Your Group is entitled to 10% performance bonus = $2,600 \times 10\% = 260 \times 28 = AED 408.99$

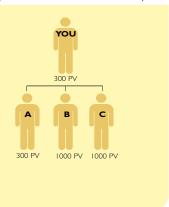
AED 408.99, will be divided among your downlines according

to the levels of their achievement.

A who is qualified for 5% gets $300 \times 5\% = 15 \times 28 = AED 23.60$ B who is qualified for 8% gets $1,000 \times 8\% = 80 \times 28 = AED 125.84$ C who is qualified for 8% gets $1,000 \times 8\% = 80 \times 28 = AED 125.84$

AED 275.28 is distributed to your downlines and the balance

AED 133.71 is your earning for the business month.



Example 2

Let us assume that in the second business month you and your downlines have done the following business:

Your Personal PV
Your downline A has PV of
Your downline B has PV of
Your downline C has PV of
Your Group Point Value (GPV)

300
1,500
1,500
3,600

Your last business month's Group Point Value (GPV) 2,600

Your cumulative GPV 6,200

You are paid on the Point Value (PV) which you have generated in the current business month, whereas previous business month's PV is added to determine the levels. Your Group is entitled to 11% performance bonus = $3,600 \times 11\% = 396 \times 28 = AED 622.92$

AED 622.92 will be divided among your downlines according to the levels of their achievement. Let's see how your downlines earn their bonuses:

Distributor A

Last business month's PV 300 This business month's PV 300 Cumulative PV 600

A is now qualified for 8% on this business month's PV gets 300x 8% = 24 $24 \times 28 = AED 37.75$

Distributor B

Last business month's PV 1,000
This business month's PV 1,500
Cumulative PV 2,500
B is now qualified for 10% on

this business month's PV gets 1500 x 10% = 150

150 x 28 = AED 235.96

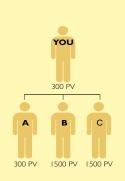
Distributor C

Last business month's PV 1,000 This business month's PV 1,500 Cumulative PV 2,500

C is now qualified for 10% on this business month's PV gets $1500 \times 10\% = 150$

150 x 28 = AED 235.96

AED 509.67 is distributed to your downlines and the balance AED 113.25⁺ is your earning for the business month.



This way your Point Value gets accumulated month after month. In Vestige, everyone can achieve the Bronze Director level and our levels are permanent.

*In this case you qualify as Bronze Director and will get Bronze Director Bonus (4% pool) also.

The above examples are meant for mathematical illustration only. Performance Bonus is only paid when personal targets are met.



Bronze Director Bonus (BDB) 4%

Vestige allocates 4% of the Company's monthly PV as Bronze Director Bonus (BDB). This is computed by a "Point Sharing System" based on the Bronze Director Bonus points earned by the qualifiers. BDB Point value varies each business month and is computed monthly as per the formula shown below:

4% of Company's monthly PV
Total BDB points collected = BDB point value

| STATUS | QUALIFYING CONDITIONS | QUALIFIED DIRECTOR LEVEL IN % YOU |
|-----------------|-----------------------|---|
| Bronze Director | SP 40 PV: 2001 PV | 6 |

Fast Start Bronze Director

If you achieve 4,500 PV in a single business month, you qualify as a Fast Start Bronze Director. This entitles you to 11% performance bonus and BDB.

You can maintain your Bronze Director Level with 2001 PV like the old plan.

For first time Bronze Director level, you have to maintain your level without any 11% leg.

Business Building Bonus (BBB) 14%

Vestige allocates 14% of the Company's monthly PV as Business Building Bonus (BBB). This is computed by a "Point Sharing System" based on the Business Building Bonus points earned by the qualifiers. BBB Point value varies each business month and is computed monthly as per the formula shown below:

$$\frac{14\% \text{ of Company's monthly PV}}{\text{Total BBB points collected}} = \text{BBB point value}$$

| STATUS | QUALIFIED DIRECTOR | QUALIFYING CONDITIONS | YOL | | QUALI | FIED [| DIREC | TOR | 7 | IN % | / 8 | / 9 | |
|------------------------------------|-----------------------|-----------------------|-----|----------|-------|--------|-------|----------------|-----|------|-----|-------|---|
| 317103 | DIRECTOR | QUALITING CONDITIONS | 100 | <i>'</i> | / 4 | / 3 | / 4 | / ³ | / 6 | / / | / ° | / 7 / | , |
| Silver Director | I | SP 40 PV:1801 PV | 6 | 5 | 4 | | | | | | | | |
| Gold Director | 2 | SP 40 PV:1501 PV | 6 | 5 | 4 | 3 | | | | | | | |
| Star Director | 3 | SP 40 PV:1001 PV | 6 | 5 | 4 | 3 | 2 | | | | | | |
| Diamond Director | 4 | SP 40 PV: 501 PV | 6 | 5 | 4 | 3 | 2 | 1 | | | | | |
| Crown Director | 6 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | ı | .5 | | | | |
| Universal Crown Director | 8 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | ı | .5 | .5 | | | |
| Double Crown Director | 12 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | I | .5 | .5 | .5 | | |
| Double Universal Crown Director | 16 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | I | .5 | .5 | .5 | .5 | |

Leadership Overriding Bonus 16%

Leadership overriding bonus (LOB) is payable to Silver Directors and above. The percentage of the LOB depends on the position. To qualify for LOB all qualifiers must have 5,625 GPV from a single leg with at least one qualified Bronze Director.

If your Director downline does not have a GPV of 5,625 then GPV of qualified/ unqualified directors is rolled up till 5,625 GPV is achieved. LOB is also based on point value system and then value of the point is determined according to the formula shown on the right -



I 6% of Company's monthly PV
Total LOB points collected

= LOB Point Value

The LOB is calculated as per the table shown below ~

| | DIRECTOR | | | | LEADE | RSHIP | BONU | SES IN | % | |
|------------------------------------|----------|-----------------------|----|------|-------|-------|------|--------|-------|------|
| STATUS | GROUPS | QUALIFYING CONDITIONS | SD | / GD | STAR | ./ DD | / CD | |)/DCD | DUCD |
| Silver Director | I | GPV 5,625 | 5 | | | | | | | |
| Gold Director | 2 | GPV 5,625 | 5 | 5 | | | | | | |
| Star Director | 3 | GPV 5,625 | 5 | 5 | 5 | | | | | |
| Diamond Director | 4 | GPV 5,625 | 5 | 5 | 5 | 4 | | | | |
| Crown Director | 6 | GPV 5,625 | 5 | 5 | 5 | 4 | 3 | | | |
| Universal Crown Director | 8 | GPV 5,625 | 5 | 5 | 5 | 4 | 3 | 2 | | |
| Double Crown Director | 12 | GPV 5,625 | 5 | 5 | 5 | 4 | 3 | 2 | I | |
| Double Universal Crown Director | > = 16 | GPV 5,625 | 5 | 5 | 5 | 4 | 3 | 2 | ı | .5 |

There is a "minimum guarantee" of at least 5,625 PV. In case your PGPV is not 5,625 the difference is rolled up to the next qualified Director from the points collected by you.

All Crown Directors & above, if your downlines maintain the same level, you will get I + 3 depth LOB.

Travel Fund (TF) 5%

Vestige provides a Travel Fund (TF) from Silver Director to Double Universal Crown Director level. The TF allocates 5% of company's monthly total PV and is computed by a "Point Sharing System" based on the Travel Fund points earned by the qualifiers. TF value per point will vary each business month and is computed monthly as per the formula shown below:

5% of total Company's monthly PV

__ = TF PointValue

Total Travel Fund points collected

Travel Fund is paid out up to five levels and is shown in the table next page.



Pre-requisites

The travel fund is to be used for travel trips announced by the company.

Travel Fund qualification ~

| | QUALIFIED | / | | | IED DI | RECTO | OR LEV | EL IN % | |
|------------------------------------|-----------|-----------------------|-----|------|--------|-------|--------|---------|---|
| STATUS | DIRECTOR | QUALIFYING CONDITIONS | YOL | J/ I | / 2 | / 3 | / 4 | / 5 | , |
| Silver Director | I | SP 40 PV:1801 PV | 6 | 5 | 4 | | | | |
| Gold Director | 2 | SP 40 PV:1501 PV | 6 | 5 | 4 | 3 | | | |
| Star Director | 3 | SP 40 PV:1001 PV | 6 | 5 | 4 | 3 | 2 | | |
| Diamond Director | 4 | SP 40 PV: 501 PV | 6 | 5 | 4 | 3 | 2 | 1 | |
| Crown Director | 6 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | ı | |
| Universal Crown Director | 8 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | 1 | |
| Double Crown Director | 12 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | ı | |
| Double Universal Crown Director | 16 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | ı | |

Car Fund (CF) 5%

Vestige provides a generous Car Fund (CF) to Star Directors and above. The CF allocates 5% of company's monthly total PV and is computed by a "Point Sharing System" based on the Car Fund points earned by the qualifiers. CF value per point will vary each business month and is computed monthly as per the formula shown below:

5% of total Company's monthly PV = CF Point Value Total CF points collected

This is also based upon the Business Building Bonus qualifications and is paid out according to the same level.

| REQUIREMENT FOR CAR FUND PROFIT SHARIN |
|--|
|--|

| POSITION | QUALIFICATIONS | CF's POINTS |
|---|---|--|
| Star Director/ Diamond Director/ Crown Director/ Universal Crown Director/ Double Crown Director/ Double Universal Crown Director | Have monthly personal purchase of 40 PV Have three qualified Director* groups (Bronze Director & above) directly or indirectly under him/her Maintain minimum Star Director status for three consecutive business months To enjoy CF from fourth business month onwards | Based on Business Building Bonus points system computation |



Pre-requisites

- **1** A distributor qualifying for the Car Fund has to purchase a car after getting an approval from the company.
- **2** The Car Fund may also be used for Business Development after getting approval from the Company.
- **3** AED 4494.38 per business month is the maximum you can earn in CF.

Benefit

Once you have qualified for the Car Fund, you can enjoy the Car Fund continuously till the time you have qualified as a Silver Director.

^{*}Must have PGPV of 2001 PV, this will be **excluding** business volume of the 11% downlines.

House Fund (HF) 3%

Vestige provides a generous House Fund (HF) to Crown Directors and above. The HF allocates 3% of company's total PV and is computed by a "Point Sharing System" based on the House Fund points collected by the respective qualifiers. HF value per point will vary each business month and is computed monthly as per the formula shown below:

3% of total Company's monthly PV

= HF Point Value

Total HF points collected

This is also based upon the Business Building Bonus qualifications and is paid out according to the same level.

REQUIREMENT FOR HOUSE FUND PROFIT SHARING

| POSITION / | QUALIFICATIONS \ HE | 's POINTS |
|--|--|--|
| Crown Director/ Universal Crown Director/ Double Crown Director/ Double Universal Crown Director | Have monthly personal purchase of 40 PV Have six qualified Director* groups (Bronze Director & above) directly/indirectly under him/her Maintain minimum Crown Director status for three consecutive business months To enjoy HF from fourth | Based on Business Building Bonus points system computation |

business month onwards



Pre-requisites

- I The house fund earnings will be released by the Company in the following business month along with the Bonus Cheque.
- **2** AED 5617.97 per business month is the maximum you can earn in HF.

Benefit

Once you have qualified for the House Fund, you can enjoy the House Fund continuously till the time you have qualified as a Silver Director.

Elite Club Bonus (ECB) 2%

Vestige provides Elite Club Bonus to distributors who are Double Crown Director or Double Universal Crown Directors. ECB is computed monthly as per the formula shown below :

2% of total Company's monthly PV

Total ECB points collected

= ECB Point Value

| STATUS | QUALIFIED DIRECTOR | QUALIFYING CONDITIONS | YOL | | QUALI 2 | | | | | | | /9 |
|---------------------------------|--------------------|-----------------------|-----|---|------------|---|---|---|----|----|----|----|
| Double Crown Director | 12 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | ı | .5 | .5 | .5 | |
| Double Universal Crown Director | 16 | SP 40 PV | 6 | 5 | 4 | 3 | 2 | 1 | .5 | .5 | .5 | .5 |

Rs 20,00,000 per business month is the maximum you can earn in ECB.

V E S T I G E P O L I C Y

Product Guarantee

VMPL General Trading LLC (hereinafter called the Company) offer products of international quality to every customer. If the product purchased by the distributors or consumers are of inferior quality or with manufacturing defects, the Company guarantees replacement. However, this guarantee does not extend to damages or contamination due to expiry, negligence or deliberate act.

Product Return Policy

In case of any dissatisfaction, manufacturing or packaging defect, customers/distributors can return/exchange the product. The customers/distributors must contact the distributor/Company from whom they had purchased the same, within 30 days from the date of purchase. They have to give a reason and return the said products along with the original customer order receipt copy / invoice. In such cases, it is the distributor's obligation to satisfy the customer's need for money refund or replacements of products.

/ ESTIGE POLICY

The distributor can then return these products, with original Invoice to the Company. The Company will replace these products free of cost or if the distributor does not want the same products, the Company will give a cash voucher of the same amount, which can be used by the distributor within 30 days for purchasing products of their choice.

Documents Required

- Product Return Form
- Reason for return
- Copy of Invoice
- Products to be returned

Buy Back Policy

The Company provides a Buy Back Policy to the distributor who wishes to resign from his/her distributorship and return any Vestige products that are in good condition, useable, resaleable, restock-able, unopened, unaltered and must have a shelf life of at least four months.

If the distributor resigns within 30 days from the purchase of the products, Vestige shall provide a full refund for the products to the distributor.

If the distributor resigns from his/her distributorship after the expiry of 30 days from the date of purchase of products from Vestige, the amount refunded will be equal to distributor cost of the products being returned, less total bonus paid out by the Company on the original purchase, less 10% service charge.

The Buy Back policy is designed to impose upon the sponsor and the Company- the obligation to ensure that the distributor is buying products wisely.

PROMOTION, ADVERTISING, SALES AND MARKETING POLICY

The Company has developed and follows its own policy for promotion, advertising, sales and marketing of its products. The distributor(s)' should implement such policy. Under no circumstances, distributor(s) are allowed to alter or formulate policies. However, distributors are encouraged to provide inputs and suggestions for the Company's consideration. Company does not allow its products to be stored, displayed or sold in wholesale or retail outlets. Each distributor is expected to report such instances, whenever it comes to their notice along with a note indicating the person/distributor responsible for and the circumstances behind such instance.

Sale and purchase of the Company's products amongst distributors and staff of the Company is not permissible. Upon detection of such instances, strict action shall be taken against the persons involved. Sale of products at price(s) and in packages other than the one determined and implemented by the Company is strictly prohibited. Acts of sale of products at price(s) other than the prescribed price for competing with other distributors or otherwise shall be seriously viewed; in such cases Company may terminate distributorship of the person(s) found responsible for such act and forfeit their bonus entitlement/arrears.

Distributors are not allowed to carry out their own promotions unless they have written approval from the Company for the same. The Company designs, prints, publishes and circulates product information, plan and vision related literature for marketing and sales of its products. Distributors are not allowed to deviate there from.

Under special circumstances, the Company may allow distributor(s) to create customised literature and/or advertisement. However, for this purpose, interested distributor(s) shall have to submit a detailed plan in advance to the Company for its approval. Unless written approval is given by the Company, none can digress from the form and content of the Company's literature/policy for promotion, marketing and sales.

On expiry or termination of distributorship, the distributor shall remove and discontinue the use of all Company signs, logo and/or any other representations and shall not use any name, signs, label, stationery, product name, copyrights, designs and/or any printed material related to any of the Company's products. If the above condition is violated, the Company in its discretion may take legal recourse against the errant distributors.

The distributor shall provide the following details to the consumer upon sale of products by the distributor

- (a) the name of the purchaser and seller;
- (b) the delivery date of goods or services;
- (c) procedures for returning the goods; and
- (d) warranty of the goods and exchange / replacement of goods in case of defect.

In case the distributor is selling or offering for sale products on an e-commerce platform/marketplace, the distributor must take prior written consent from the Company in order to undertake such activities.

V E S T I G E P O L I C Y

Reporting Policy

Though in general course of business all distributors are expected to report to their Upline and guide their Downline as per mutual convenience and situational demands, all distributors are required to report 'extra ordinary situations' directly to the Company and seek guidance.

Reward / reconciliation / vacancy policy

In cases of vacancy in distributorship caused due to death (with no heir/nominee), and in cases of resignation, termination, cancellation, inactive distributorship, unclaimed distributorship of Diamonds and above as the case may be, the Company shall auction the network linked with such vacancy amongst existing Diamond Directors or higher levels and the highest bidder will get such network. The network so purchased will remain in its existing position in the line of sponsorship and shall be known as/made second authorised

distributorship business of the auction purchaser. Funds realised through aforesaid auction may be distributed amongst distributors considered as eligible for incentives as per the Company's guidelines as may be in vogue at the relevant point of time.

In case the Company doesn't get any buyer for the network linked with any vacant distributorship, an administrator will be appointed to conduct business of the network and to supervise the network efficiently. Only after the Company is satisfied about smooth management and growth of such network and related business, it may distribute such network amongst leaders who are at the same/higher level than the level of the distributor whose Network was being administered, or in a manner which the Company feels will be in the best interest of the Business. The Company's decision with regard to this policy will be final.

C O R P O R A T E C O M M U N I C A T I O N

Our corporate identity and stationery is fundamental to the way we communicate. It is the way we present ourselves to the customers. These are our vital assets, reflecting our brand image, unifying all our operations and providing a recognisable endorsement of quality. Our identity and stationery provides us with consistency and recognisability. But we must have the discipline to ensure that our corporate identity standards are maintained. It is about ensuring the future reputation of our Company and it is a job that comes down to all of us.



80C | 0M | 100Y | 10K PANTONE (solid coated) : 362C

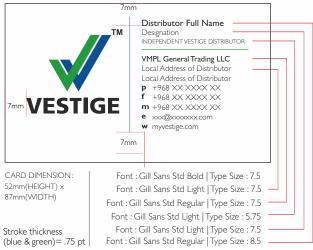
100C | 70M | 0Y | 10K PANTONE (solid coated) : 293 C

0C | 0M | 0Y | 100K PANTONE : Pantone Black C

Typeface of Logotype: Frutiger Lt Std Black

We have prepared a stationery template for you. This template is designed to help you endorse the Vestige brand. It is recommended that a unifying corporate identity and visiting card be used for all your business transactions. You must ensure that the font, typesize, colours, spaces and other details are consistent with Vestige's standard.

You shall not provide literature and/or training material not restricted to collateral issued by us, to a prospective and / or existing distributors, which has not been approved by us. Our identity and visiting card standards are outlined below —



CODE OF ETHICS

Distributors are required to observe the Vestige Code of Ethics at all times. The Company reserves the right to terminate distributorship at any time for any violation. Upon enrollment, distributors are expected to pledge the following:

- $\ensuremath{\mathsf{I}}$. That $\ensuremath{\mathsf{I}}$ will follow the highest standards of honesty and integrity in the Vestige Business.
- 2. I will present the Company's marketing plan accurately and honestly, clearly portraying the level of effort required for achieving success. I shall not use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of the business to any prospective distributor, during interaction with them.
- **3.** I will not make negative or disparaging remarks about the Company, its products, officers, employees or other people and products. I will be respectful to the Company as well as the direct selling business.
- 4. I will not sell the products of Vestige through retail outlets.
- **5.** I will not instigate, encourage, indulge and/or guide downlines for bonus rebate/refund of commission.

- I will not encourage distributors recruited by me to purchase goods/services/ literature or sales demonstration equipment in unreasonably large amounts.
- 6. I will not use the Company's trade name(s), information, literature, advertising material, and gathering of people or other resources including Intellectual Property to introduce and promote interests of any entity other than the Company.
- **7.** I will strive to ensure that my customers and fellow distributors are satisfied with the Company's products and my services.
- 8. I will abide by the Vestige distributor's Rules and Regulations at all times.
- **9.** I will not resort to any fraudulent act in promoting the Company's business at the expense of the Company and fellow distributors.
- 10. During distributorship and thereafter, I will not do anything that may adversely affect the Company, its reputation and business interests.
- 11. I shall not use misleading, deceptive, and/or unfair trade practices.
- $\mbox{\bf 12.1}$ shall take appropriate steps to ensure the protection of private information provided to me by the consumers.

POLICIES / RULES + REGULATIONS

The following Rules & Regulations of Vestige Marketing Pvt. Ltd. (the Company) are formulated and implemented for safeguarding rights and dignity of the distributors while regulating conduct of business. In order to mould yourself as a responsible and ethical distributor of Vestige, you must understand and abide by the Policies/Rules and Regulations of the Company; any violation of the same can result in termination of your distributorship.

The Company reserves the right to amend its Policies, Rules and Regulations without issuing prior notice or clarification. You are expected to visit the Company's website from time to time and keep yourself abreast with updated policies, rules and regulations.

I Eligibility to Become a Distributor

- **a.** Individuals aged 21 years and above can apply to be a distributor of the Company.
- **b.** The Company has absolute discretion to decide whether to accept or reject an application.
- c. Distributor of the Company is not an agent, representative or employee. The relationship is on principal to principal basis.
- **d.** All applications must be sponsored by an existing distributor.
- e. Wife and husband constitute a single unit for the purposes.
- f. Son or unmarried daughter of a distributor can join the Business with their independent ID if the line of sponsorship is under their family*ID. Similarly any of the family members can join under their son/unmarried daughter.

2 Bonus Payment

- a. Bonus for all distributors is computed once in a calendar month, and commensurate with the business done in the relevant business month. Pay outs will be issued by the Company to the registered distributors as per Company's policy.
- **b.** On receipt of monthly payout distributors should check accuracy of computation. Any queries in this respect should be made within 14 days from the date of issuance of payout by the Company. In the absence of such queries the figures mentioned in the statement shall be final and binding.
- **c.** It is mandatory for the distributors to provide their address and bank details. They must also send to us information as per Company Guidelines if there is any change in their address/bank details/mobile no/email id.
- **d.** In order to receive Bonus, the distributor must mandatorily provide his/her Bank Details to Vestige. In case the distributor fails to provide the Bank Details, Vestige reserves the right to withhold the bonus amount.

3 Procedures for Dealing With Instances of Violation

The Company provides guidance and advice to deal with situations involving breaches and violation of its policies and these rules and regulations. The Company shall also take appropriate action against the distributor(s) involved. In the event of any violation, the following procedure needs to be observed:

- **a.** A complaint has to be lodged immediately upon knowing about violation of any Policies/Rules and Regulations of the Company. The complaint must be given in writing by giving details of the alleged violation, also he/she must inform his/her upline about the complaint.
- **b.** Upon receiving the complaint, the company shall immediately notify the distributor involved, requesting a swift response by way of a chance to explain his/her case. Company may in appropriate cases institute such action suo motu.
- **c.** In case of inadequate information, the Company may request for more details from either party.
- d. If the Company is convinced that the only way to restore normalcy is to suspend or terminate distributorship, it shall convey its decision by writing a letter to the distributor concerned. The letter shall be posted through Registered mail/Courier to the last known address of the distributor as listed in Company's database and the post mark shall be taken as proof of receipt. The Company reserves the right to take necessary action against the terminated distributor including seeking compensation, recovery, damages and legal costs incurred, if any. However, the Company reserves the right to amend or modify any part of the above decision if and when such a need is felt by the Company.

4 Renewal of Distributorship

- I. The Company does not charge any renewal fee. Distributorship is discontinued if the distributor resigns and if the resignation is accepted by the Company. The distributorship is terminated by the Company if the distributor does not conduct any Business with the Company for more than two years or for any violations of Company policies.
- 2. In the above cases the distributor will be required to put forth his/her claims within one month of the date of the above happenings, thereafter no claim will be entertained. The claims will be settled as per Company's Policy.
- **3.** The limitation period of claiming any amount due to the distributor by Vestige shall be three years. No claims after a period of three years from the due date shall be entertained by Vestige.

POLICIES / RULES + REGULATIONS

5 KYC

A person/entity who submits their Emirates ID Card/passport/work permit/driving licence and fills the Distributor Application + Agreement Form (the "Applicant") shall be assigned an Applicant Number. The Applicant Number shall be valid for 35 days and the Applicant shall be confirmed as a distributor pursuant to it carrying out atleast one transaction within 35 days from the date of submission of the Distributor Application + Agreement Form

6 Submission of Distributor Application Form

Subject to Compliance With Clause 5;

- a. In case a prospect fills the hard copy of Distributor Application Form (DAF), he/she shall be entitled to commence business and build a network only upon completion of Know Your Customer ("KYC") and physical submission of Distributor Application Form (DAF) at any of the Company's Centres and only after an order has been placed.
- **b.** In case the prospect fills the DAF online and sends the scanned copy of signed DAF along with KYC documents to the Company, the distributor can commence Business with the Company only after an order has been placed. However, if the distributor does not submit the copy of DAF with signatures (to be verified with Passport/Driving License/National ID Card/work permit) within 60 days of joining online, the distributor's ID will become invalid.

7 Representations Made by Distributors

- a. Distributor(s) shall not exaggerate or misrepresent benefits associated with the Company and the Company's products and services.
- **b.** Distributor(s) must know and convey that earnings come only through hard work, commitment and consistent efforts.
- c. Distributor(s) shall not make claims other than what is mentioned in the Company's plans and literature about products, quality and earnings. Company has the unconditioned rights to take any and all actions including seeking damages for distributor's action / inaction inviting and causing illrepute / loss to the Company for misdeclaration or misrepresentation.

8 Labeling, Packaging and Pricing

The product description, labeling, pricing and packaging done / determined by the Company is final and sacrosanct. No alteration is permissible in these. Distributor(s) are not authorised to relabel, repack, and alter description or sale products loose or in a form not originally caused by the Company or at a price not fixed by the Company. Allegations against distributor(s) for contravening this rule shall be investigated and appropriate action will be taken.

9 Cross Sponsoring/Multiple IDs

No Cross Sponsoring of distributorship shall be allowed. "Cross Sponsoring" in this context means:

- a. Signing up an existing distributor from another group.
- b. Signing up the wife when the husband is already a distributor or vice versa.
- c. Signing up under another sponsor to operate his/her new distributorship when his/her previous distributorship is still valid.
- d. Allowing other people or relative to use his/her distributorship to do business.
- e. If son or unmarried daughter joins the business with their own ID but their line of sponsorship is not under their family* ID, then such a case will be treated as cross sponsoring and the ID taken by son/unmarried daughter will be terminated.

Same will apply for any of the family members not joining under their son/unmarried daughter's line of sponsorship.

- In the event of Cross Sponsoring or in the event of a distributor using a second or multiple IDs, the following procedure shall be followed:
- (i) Any distributor found doing activity in any network, within six months of resigning (termed as inactivity rule or period), example promoting any close relative/acquaintance, then the ID of the relative/acquaintance will be treated as a second ID and the same will be terminated.**
- (ii) If a distributor is found promoting a network in another line of Sponsorship, then the Company will take appropriate action against that distributor. The

ID/IDs for whom the distributor is doing activities will be terminated and network will be shifted, once the other ID/IDs for which the distributor has been doing promotion/activities is identified.

- (iii) If the Company receives a complaint within six months of Cross Sponsoring, then the Company will terminate the second/later IDs of the distributor and the network developed under the second/later IDs will be shifted under the first ID or can remain under the terminated ID as per the decision of the management. (iv) However, in a situation, when the complaint against a distributor regarding Cross Sponsoring is filed within six months, but the ID/IDs are not identified within the same period, then the complainant must submit the details of such ID/IDs within three months of filing the complaint. The Company will take action as per above clause (iii) after getting the details of other ID/IDs.
- (v) If the complaint is received after more than six months of a distributor taking other ID/IDs, the same will not be entertained. On receipt of such complaint, the Company will terminate one of the IDs of the distributor, which ever may deem fit, and the network will remain with the active ID.
- vi) If any distributor is found taking different IDs, the company will take strict action against the distributor which can also lead to the termination of all the IDs, as and when they are discovered.
- (vii) The Company will terminate the distributorship and of any distributor who is found doing Cross Sponsoring of any other existing distributor/s. In addition if the distributor is running any DCC, the same will also be closed down by the Company.

In case the management finds out that the registration of a distributorship/second ID was done through unethical means, or without the distributor's consent/knowledge, or by submitting illegible/invalid documents, then the Company will terminate the ID/IDs, which the management may deem fit and the network of such terminated ID/IDs will move up to the next higher distributor or will be shifted under the ID that is not terminated. In addition, the distributor who initiated the above mentioned activities will be subjected to disciplinary action by the Company that may result in the Company suspending/terminating of the distributor and/or imposing a fine on the distributor.

The Company's decision in the above cases will be final.

10 Place Order

The distributor has to place order within 35 days of joining. If the order is not placed then it will result in distributor's application not being accepted by the Company and the ID will be rendered invalid.

II Inactive Distributor

Irrespective of the level attained, if a distributor does not place any order in preceding nine months, then he/she will be termed as an 'Inactive Distributor' and the Company reserves the right to take a decision (including termination) regarding his/her distributorship. After completion of inactive period the distributor can join under any of the distributors, following the termination of the earlier ID. If any distributor takes a second ID for himself/herself or under their 'Family' after an inactivity period of nine months, then their first ID will be treated as invalid.

12 Expiry/Cancellation/Resignation/ Succession of Distributorship

- a. (i) Any distributor, upto the level of Gold Director, may resign from distributorship by submitting an application and required documents. Acknowledgment of receipt of such communication constitutes resignation. A person who resigns or whose distributorship is cancelled / terminated may reapply for distributorship only after lapse of a period of six months (cooling period) from the date of resignation / cancellation of his / her last distributorship.
- (ii) Any distributor who is a Star Director or above, after resigning, can apply to the Company for a fresh distributorship only after an additional cooling-off period of two years (a total period of two years and six months). The fresh distributorship may be granted by the Company after reviewing the application.
- In such cases the person cannot have any claim whatsoever over the downline(s) / business he/she had prior to reapplication for distributorship.
- **b.** In case a distributor resigns for certain unforeseen circumstances, subject to Company's satisfaction, he/she may transfer the distributorship to his/her blood relative only (proper proof and documentation required).

c. Distributorship in ordinary circumstances expires upon death or proven incapacity of the distributor. However, nominee of the deceased upon evincing interest to succeed distributorship may be allowed by the Company. In cases where the nominee does not come forward till 3 months from the date of death or incapacitation of the original distributor as the case may be, successor of the deceased upon submitting appropriate documentation and evincing interest to succeed distributorship may be allowed by the Company. However, under no circumstances such distributorship will be entertained after 6 months from the date of death or knowledge of incapacitation of the distributor either from nominee or successor

d. Distributorship may be cancelled/terminated, declared unclaimed or suspended by the Company for the reasons mentioned in the Company's Policies/Rules and Regulations.

13 Marriage^

a. The Company treats wife and husband as one single unit for the purposes of distributorship.

b. In situations where two independent existing distributors marry each other, upon marriage both of them are deemed to have surrendered their distributorship. The distributors who are married to each other, shall separately intimate to the Company about their marriage within 30 days from the date of their marriage. Subject to conditions of other sub-clauses of this clause one amongst them ought to resign within 30 days from the date of marriage, failing which distributorship of both distributors shall be cancelled. Original downline structure of the distributor who resigns for reasons of marriage in terms of this sub-clause shall remain unchanged. However, to maintain relationship with the Company and to conduct Vestige business, the Couple may form a 'partnership firm' in lines of the model 'deed of partnership' prescribed by the Company for the purposes of common distributorship, and submit the same under cover of a joint application seeking distributorship for such 'partnership firm' within 30 days of their marriage. This partnership will replace the distributorship of the distributor who does not resign and the Structure will remain unchanged.

c. Upon marriage amongst two existing distributors and they being given 'partnership' (irrespective of their cadre / level), they shall have a joint bank account and inform such particulars to the Company within 60 days from the date of marriage. The Company upon receipt of such intimation shall credit payouts / bonus earned by the 'partnership' in such account. If the account is not opened, no Bonus will be paid out by the Company and the Partnership firm will have no lien on the Bonus earned for the period. However, this sub-rule will not be made applicable for distributor couples who are both Star Directors and Car Fund Achievers unless of course they want such an arrangement.

d. If both distributors are Star Directors and Car Fund Achievers, then their individual distributorships may separately be retained at original status. However, one amongst the two may resign from distributorship / Star Directorship and the couple may apply for a single distributorship through "partnership" (comprising both of them as partners). This partnership will replace the distributorship of the distributor who does not resign and the Structure will remain unchanged. In such cases, original downline structure of the distributor who resigns for reasons of marriage in terms of this subclause shall remain unchanged. Even in this case both of them shall separately intimate the Company about their marriage within 30 days from the date of their marriage.

e. Incase such couple does not form any 'partnership firm' within 30 days from their date of marriage or either of them does not inform factum of their marriage to the Company, the Company reserves the right to cause appropriate changes in their downline / network and merge their business(s) of two distributorships into one with conditions as may be deemed appropriate to the Company and/or cancel distributorship of one or both as per its discretion.

14 Separation^

In case of divorce amongst couples having distributorship through 'partnership firms' formed as aforesaid, benefits of distributorship and the distributorship itself shall be apportioned or transferred as the case may be in terms of the 'deed of partnership'. Such changes in distributorship of the 'partnership firm' shall be caused by the Company only on completion of 90 days after receipt of the 'decree of divorce' granted by a competent court. The distributorship of the partnership firm of the couple shall be put under suspension with effect from the date of commencement of divorce proceedings between the couple and during pendency of divorce proceedings, the company in its discretion, may as a special arrangement, allow (without insisting upon lapse cooling period) both parties do Vestige business separately as freshly appointed distributors. After the judgment of the court, the suspension of the spouse in whose name the court has approved for distributorship to be continued, can continue as a distributor, and the partnership will stand dissolved. In case the judgment is silent on the issue, the distributorship under partnership will stand terminated.

In cases where a married couple is distributor and co-distributor and any of them files a petition for divorce, the Company shall only consider the distributor as its principal distributor and no rights shall accrue to the co-distributor except when a decision is taken on the issue of succession of distributorship by an appropriate court (whether interim or final). However, this shall be subject to a final decision by the company.

15 Waiver

a. The failure of the Company to exercise any rights stated in the Company Rules and Regulations or in the Distributor Application Agreement shall not constitute a waiver of the Company's rights to demand exact compliance therewith.

b. Any waiver by the Company can and shall only be affected in writing by authorised personnel of the Company.

16 Prohibited Act

A distributor shall not

a. Incur any liabilities or Debt in the name or on behalf of the Company.

b. Enter into, modify or alter any contract in the name of the Company.

c. Engage itself or show interest directly/indirectly as agent, servant or licensee for sale of any product/ goods other than those of the Company, in any trade, business or profession in competition with the Company.

Glossary of terms

PV: Point Value, determines % level of

achievement.

SP: Self Purchase

PGPV: Personal Group Point Value is the business

of your entire group and does not include the business of Director group.

GPV: Group Point Value is the business

generated by your entire group.

CPV : Cumulative Point Value is the business accumulated by your group.

*Family: Grand parents/parents/self

^ Local laws applicable



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