



# MY SUCCESS PLAN



wish you wealth

## W E L C O M E   T O   T H E   V E S T I G E   F A M I L Y

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 Indian Direct Selling Association (IDSA), Health Foods and Dietary Supplements Association (HADSAs), 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 Growth, Honesty, Autonomy, Passion and Commitment, Adaptability and Customer Centricity. 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



Gautam Bali  
Managing Director

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 well-crafted 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.**

## M A R K E T I N G P L A N

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 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.

1. Savings on consumption – 10 – 20%
2. Accumulative Performance Bonus – 5 - 20%
3. Director Bonus – 14%
4. Leadership Overriding Bonus – 15%
5. Travel Fund – 3%
6. Car Fund – 5%
7. House Fund – 3%

### Savings on Consumption 10-20%

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

The following example helps explain the saving.

Distributor Price + Saving = MRP

Rs.100 + Rs.20 = 120

In a month, if you buy Vestige products worth Rs. 10,000 for self-consumption you save up to Rs. 2000 for yourself

### Accumulative Performance Bonus 5-20%

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.

### Accumulative Performance Bonus (APB) Schedule — 5-20%

PERFORMANCE BONUS LEVEL	ACCUMULATIVE PV		% EACH
	MIN	MAX	
Distributor	1	500	5
Distributor	501	2,000	8
Distributor	2,001	4,500	11
Senior Distributor	4,501	7,500	14
Assistant Director	7,501	10,000	17
Bronze Director	10,001+		20

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

- a) Distributors who earn up to 17% payout - 20 PV
- b) Distributors who earn 20% payout - 40 PV

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

### FAST START 8%

When a distributor does a GPV of 282 in a single 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 : 18 and payout in Indian Rupees. 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 1<sup>st</sup> month of your joining, you have sponsored 3 of your friends as your downline distributors.

Your Personal <b>PV</b>	300
Your downline <b>A</b> has PV of	250
Your downline <b>B</b> has PV of	900
Your downline <b>C</b> has PV of	900
Your Group Point Value (GPV)	2,350

Your Group is entitled to 11% performance bonus  
 $= 2,350 \times 11\% = \text{Rs } 258.5 \times 18 = \text{Rs } 4653$

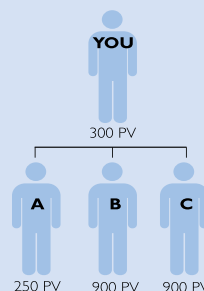
Rs 4,653, will be divided among your downlines according to the levels of their achievement.

A who is qualified for 5% gets  $250 \times 5\% = 12.5 \times 18 = \text{Rs } 225$

B who is qualified for 8% gets  $900 \times 8\% = 72 \times 18 = \text{Rs } 1,296$

C who is qualified for 8% gets  $900 \times 8\% = 72 \times 18 = \text{Rs } 1,296$

**Rs 2,817 distributed to your downlines and the balance Rs 1,836 is your earning for the month.**



#### Example 2

Let us assume that in month 2 you and your downlines have done the following business:

Your Personal <b>PV</b>	300
Your downline <b>A</b> has PV of	260
Your downline <b>B</b> has PV of	1200
Your downline <b>C</b> has PV of	1200
Your Group Point Value (GPV)	2,960
Your last month's Group Point Value (GPV)	2,350
Your cumulative GPV	5,310

You are paid on the Point Value (PV) which you have generated in the current month, whereas previous month's PV is added to determine the levels.

Your Group is entitled to 14% performance bonus  $= 2,960 \times 14\% = \text{Rs } 414.40 \times 18 = \text{Rs } 7459.2$

Rs 7459.20 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 month PV	250
This month PV	260
Cumulative PV	510

A is now qualified for 8% on  
 this month's PV gets  $260 \times 8\% = 20.80$   
 $20.80 \times 18 = \text{Rs } 374.40$

##### Distributor C

Last month PV	900
This month PV	1200
Cumulative PV	2100

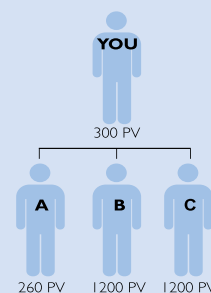
##### Distributor B

Last month PV	900
This month PV	1200
Cumulative PV	2100

B is now qualified for 11% on  
 this month's PV gets  $1200 \times 11\% = 132$   
 $132 \times 18 = \text{Rs } 2376$

C is now qualified for 11% on  
 this month's PV gets  $1200 \times 11\% = 132$   
 $132 \times 18 = \text{Rs } 2376$

**Rs 5,126.4 is distributed to your downlines and the balance Rs 2,332.8 is your earning for the 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.

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





### Director Bonus (DB) 14%

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

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

This example will show how the Director Bonus Points (DB) are calculated. Kindly note that these are assumptions and actual earnings can be different depending upon business generated.

STATUS	QUALIFIED DIRECTOR	QUALIFYING CONDITIONS	QUALIFIED DIRECTOR LEVEL IN %									
			YOU	1	2	3	4	5	6	7	8	9
Bronze Director	-	SP 40 PV: 2001 PV	6									
Silver Director	1	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	1	.5			
Universal Crown Director	8	SP 40 PV	6	5	4	3	2	1	.5	.5		
Double Crown Director	12	SP 40 PV	6	5	4	3	2	1	.5	.5	.5	
Double Universal Crown Director	16	SP 40 PV	6	5	4	3	2	1	.5	.5	.5	.5

Let's assume that you have a downline A who has further sponsored downline B.  
Downline B does a PGPV of 10,001  
You and your downline A have a PGPV of 2,001 each in this particular month.

<b>YOU</b>	Self Purchase (SP) 40PV	<b>2,001 PGPV</b>	6% = 120.06 points
<b>A</b>	Self Purchase (SP) 40PV	<b>2,001 PGPV</b>	5% = 100.05 points
<b>B</b>	Self Purchase (SP) 40PV	<b>10,001 PGPV</b>	4% = 400.04 points

PGPV means Personal Group Point Value. This does not include the point value of a 20% downline.

As a qualified Silver Director you are now entitled for Director Bonus as shown below:

6% on PGPV	=	2,001 × 6%	=	120.06 points
5% on PGPV of Director A	=	2,001 × 5%	=	100.05 points
4% on PGPV of Director B	=	10,001 × 4%	=	400.04 points
Total points collected	=	120.06 + 100.05 + 400.04 = 620.15 points		

Assuming the company's 14 % Point Value for the month is 26,2500 and DB points collected through out the country by various levels of Directors is 3,08,824, then the calculation of DB point value will be, as shown below:

$$\frac{14\% \text{ of Company's Monthly PV}}{\text{Total DB points Collected}} = \frac{2,62,500}{3,08,824} = 0.85 \text{ (This is the Value of DB point)}$$

Total points collected 620.15 are multiplied by 0.85 (Point Value) which is equivalent to Rs 527.13 × 18 = Rs 9488.30 which you get as Director bonus in addition to the performance bonus.

## M A R K E T I N G P L A N

Similarly, Downline A earns Distributor Bonus points in the following manner:

6% on PGPV =  $2,001 \times 6\%$  = 120.06 points.

5% on PGPV of Director B =  $10,001 \times 5\%$  = 500.05 points.

Total points collected by Distributor A =  $620.11 \times 0.85$  (point value)  $\times 18$  = Rs. 9,487.68 as Director Bonus  
Distributor B is also entitled to director Bonus and will get 6% points on the PGPV generated by his group and gets 6% of 10,001 = 600.06 points  $\times 0.85$  (Point Value)  $\times 18$  = Rs. 9,180.92.

### Dynamic-compression

To qualify for DB, all qualifiers must have a personal purchase of 40 PV. DB will be paid on all qualified Director groups. If your Direct Director downline has not qualified, then the PGPV of non-qualified Directors is clubbed down till a qualified Director irrespective of their level. The clubbing is done top down.

### Fast Start Bronze Director

If you achieve 7,501 PV in a single business month, you qualify as a Fast Start Bronze Director. This entitled you to 20% performance bonus and Director bonus.

### Leadership Overriding Bonus 15%

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 a personal purchase of 40 PV and 5,625 GPV excluding personal purchase of 40 PV. 5,625 GPV has to come from a single downline group.

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 -



$$\frac{15\% \text{ of Company's monthly PV}}{\text{Total LOB points collected}} = \text{LOB Point Value}$$

The LOB is calculated as per the table shown below ~

STATUS	DIRECTOR GROUPS	QUALIFYING CONDITIONS	LEADERSHIP BONUSES IN %							
			SD	GD	STAR	DD	CD	UCD	DCD	DUCD
Silver Director	1	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	1	
Double Universal Crown Director	$\geq 16$	GPV 5,625	5	5	5	4	3	2	1	.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.



**Travel Fund (TF) 3%**

Vestige provides a Travel Fund (TF) to Silver Directors and above. The TF allocates 3% 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 month and is computed monthly as per the formula shown below :

$$\frac{3\% \text{ of total Company's monthly PV}}{\text{Total Travel Fund points collected}} = \text{TF Point Value}$$

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

**Pre-requisites**

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

**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 month and is computed monthly as per the formula shown below:

$$\frac{5\% \text{ of total Company's monthly PV}}{\text{Total CF points collected}} = \text{CF Point Value}$$

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

**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** Rs 60,000 per 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.

**REQUIREMENT FOR CAR FUND PROFIT SHARING**

POSITION	QUALIFICATIONS	CF's POINTS
Star Director/ Diamond Director/ Crown Director/ Universal Crown Director/ Double Crown Director/ Double Universal Crown Director	<ul style="list-style-type: none"> <li>• Have monthly personal purchase of 40 PV</li> <li>• Have three qualified Director* groups (Bronze Director &amp; above) directly or indirectly under him/her</li> <li>• Maintain minimum Star Director status for three consecutive months</li> <li>• To enjoy CF from fourth month onwards</li> </ul>	Based on Director Bonus points system computation

\*Must have PGPV of 2001 PV, this will be **excluding** business volume of the 20% 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 month and is computed monthly as per the formula shown below :

$$\frac{3\% \text{ of total Company's monthly PV}}{\text{Total HF points collected}} = \text{HF Point Value}$$

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

#### REQUIREMENT FOR HOUSE FUND PROFIT SHARING

POSITION	QUALIFICATIONS	HF's POINTS
Crown Director/ Universal Crown Director/ Double Crown Director/ Double Universal Crown Director	<ul style="list-style-type: none"> <li>Have monthly personal purchase of 40 PV</li> <li>Have six qualified Director* groups (Bronze Director &amp; above) directly/indirectly under him/her</li> <li>Maintain minimum Crown Director status for three consecutive months</li> <li>To enjoy HF from fourth month onwards</li> </ul>	Based on Director Bonus points system computation



#### Pre-requisites

- The house fund earnings will be released by the Company in the following month along with the Bonus Cheque.
- ₹80,000 per 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.

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

### Product Guarantee

Vestige (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.

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

\*Must have PGPV of 2001 PV, this will be **excluding** business volume of the 20% downlines.

### 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.

# VESTIGE POLICY

## 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 Distributors 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

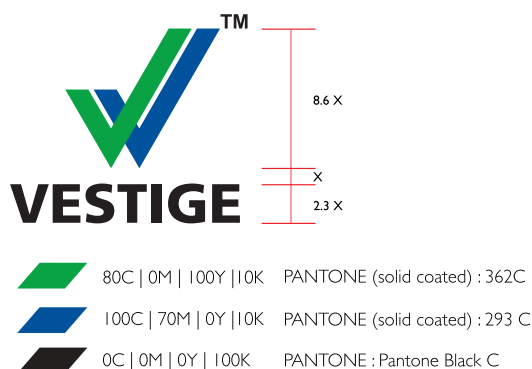
authorised distributorship business of the auction purchaser.

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

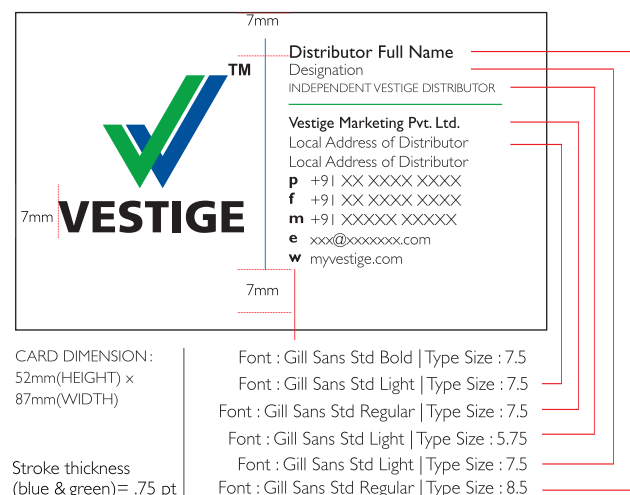
Our corporate identity and stationery is fundamental to the way we communicate. It is the way we present ourselves to the customers. These are our vital assets, reflecting our brand image, unifying all our operations and providing a recognisable endorsement of quality. Our identity and stationery provides 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.



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 —



## C O D E O F E T H I C S

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 :

1. That 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.
12. I shall take appropriate steps to ensure the protection of private information provided to me by the consumers.

## P O L I C I E S / R U L E S + R E G U L A T I O N S

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

- a. Individuals aged 18 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.

#### B. Legal entities (such as HUF, Partnership firms, LLP, Company, Society and Trust)

- a. In such cases registration shall be in the name of the legal entity.
- b. A copy of the constitution, deed, articles of the association along with certificate of institution/incorporation, as may be applicable for the entity and PAN card should be submitted along with the application form. In cases of HUF, copy of PAN card would suffice.
- c. Liability and entitlement of such entity is as per law of the land. Bonus payment would be made by the Company in the name of the entity.
- d. Any change in constitution of the entity should be intimated to the Company and a fresh application form should be submitted along with the new / updated constitution. Company reserves the right to refuse registration of such new/fresh composition or constitution.
- e. Company will communicate only with a person /official duly authorised by the entity under written intimation to the Company in advance.
- f. In case of dissolution / winding up / insolvency of the entity, bonus entitlement / arrears, if any shall be released to the successor entity upon submission of proof acceptable to the Company. Claim(s) in this respect shall not be entertained after 90 days from the incident of dissolution / winding up or declaration of insolvency.

### 2 Bonus payment

- a. Bonus for all distributors is computed once in a calendar month, and commensurate with the business done in the relevant Sales 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

1. 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 3 years. No claims after a period of 3 years from the due date shall be entertained by Vestige.

#### 5 KYC

The Distributor who joins the company must furnish any of the following documents for the completion of KYC – Aadhar Card, Driving License, Voter ID Card, Passport, Ration Card, or any other identity document(s) issued by any State Government or the Central Government, which can be verified. The Distributor will not be permitted to do any business with the Company until their KYC documents are verified.

#### 6 Valid ID

The Distributor who joins the Company must do Business of at least 30 PV (products only without literature and business tools) within 30 days of joining for his/her ID to be valid. If the same is not done, the ID of the Distributor will be treated as invalid after the 30 day period

#### 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.
- d. The Distributor shall be provided with a cooling off period of 30 days.

#### 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 respects. 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

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 husband is already a distributor or vice versa.
  - c. Signing up under another sponsor to operate his/her distributorship when his/her 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 the following action shall be taken :

- i. If the complaint is received after more than six months of a Distributor having taken another ID, 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.
- ii. If the Company receives complaint within six months of Cross sponsoring, the Company will terminate the second and 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.
- iii. Company will terminate the Distributorship and also withhold the Bonus payment of any Distributor who is found doing Cross Sponsoring of the existing Distributor/s. In addition if the Distributor is running any DLCP / MINI DLCP / DCC, the same will also be closed down by the Company.

However, if the investigations reveal that any of the IDs registered was in a manner, which the management finds out is not ethical/without the knowledge of the distributor, then the Company will terminate the ID/IDs, which they may deem fit and the network of the terminated ID will move up to the next higher Distributor or will be shifted under the ID which is not terminated.

In addition the Distributor who initiated the Cross sponsoring will be subjected to disciplinary action by the Company that may result in the Company suspending/terminating/withholding bonus payments of the Distributor and/or imposing a fine on the Distributor.

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

#### 10 Inactive Distributor

Irrespective of the level attained, if a distributor is found not to have placed 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) in respect of his/her distributorship. After completion of inactive period the distributor can join under any of the distributors after termination of the earlier ID,

#### 11 Expiry/Cancellation/Resignation/ Succession of distributorship

- a. Any distributor may resign from distributorship by submitting an application. Acknowledgement 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 6 months (cooling period) from the date of resignation / cancellation of his / her last distributorship. In such case 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). In such case the Applicant will be the blood relative and the co-applicant will be the earlier Distributor or the spouse of the blood relative. Company's decision in this regard will be final.
- 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.



## 12 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 sub-clause 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. In case 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.

## 13 Separation

In cases 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 judgement 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 judgement is silent on the issue, the Distributorship under partnership will stand terminated.

In cases where married couples are Distributor and co-applicant and they file for Divorce, the co-applicant will have no right on the Business and the Business will remain with the Distributor.

Once the Divorce is formalised, the name of the co-applicant will be removed from the system.

## 14 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.

## 15 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



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