



**Kishanzen OPC Pvt Ltd**  
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# MY CARRIER

[www.kishanzen.com](http://www.kishanzen.com)



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# KISHANZEN POLICY

## PRODUCT GUARANTEE

Kishanzen (hereinafter called the Company) offer results of worldwide quality to each client. If the item bought by the wholesalers or buyers are of mediocre quality or with assembling abandons, the Organization ensures substitution. Be that as it may, this assurance doesn't reach out to harms or defilement due to expiry, carelessness or purposeful demonstration.

## PRODUCT RETURN POLICY

In the event of any disappointment, assembling or bundling deformity, clients/wholesalers can return/trade the product. The clients/wholesalers should contact the merchant/Company from whom they had bought something similar, inside 30 days from the date of purchase. They need to give an explanation and return the said items alongside the first client request receipt duplicate/receipt. In such cases, it is the wholesaler's commitment to fulfill the client's requirement for cash discount or substitutions of products.

The wholesaler can then return these items, with unique Invoice to the Company. The Company will supplant these items liberated from cost or on the other hand on the off chance that the wholesaler doesn't need similar items, the Company will give a money voucher of a similar sum, which can be utilized by the wholesaler inside 30 days for buying results of their decision.

### Documents Required

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

## BUY BACK POLICY

The Company gives a Buy Back Policy to the merchant who wishes to leave his/her distributorship furthermore return any Kishanzen items that are in great condition, useable, resaleable, restock-capable, unopened, unaltered and should have a timeframe of realistic usability of no less than four months

On the off chance that the wholesaler leaves inside 30 days from the acquisition of the products, Kishanzen will give a full discount for the items to the merchant.

Assuming that the wholesaler leaves his/her distributorship after the expiry of 30 days from the date of acquisition of items from Kishanzen, the sum discounted will be equivalent to merchant cost of the items being returned, less absolute reward paid out by the Company on the first buy, less 10% assistance charge.

The Buy Back arrangement is intended to force upon the support and the Company-the commitment to guarantee that the wholesaler is purchasing items carefully.



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## PROMOTION, ADVERTISING, SALES AND MARKETING POLICY

The Company has created and follows its own strategy for advancement, promoting, deals and advertising of its products. The distributor(s)' should execute such strategy. By no means, distributor(s) are permitted to adjust or figure out approaches. However, distributors are urged to give data sources and ideas for the Company's consideration. Company doesn't permit its items to be put away, showed or sold in entirety deal or retail outlets. Every merchant is relied upon to report such examples, with regards to their notification alongside a note demonstrating the individual/merchant answerable for and the conditions behind such example.

Deal and acquisition of the Company's items among wholesalers and staff of the Company isn't passable. Endless supply of such occurrences, severe move will be made against the people in question. Offer of items at price(s) and in bundles other than not entirely set in stone and executed by the Company is totally precluded. Demonstrations of offer of items at price(s) other than the recommended cost for rivaling different merchants or in any case will be genuinely seen; in such cases Company might end distributorship of the person(s) tracked down answerable for such demonstration and relinquish their reward qualification/back payments.

Wholesalers are not permitted to complete their own advancements except if they have composed endorsement from the Organization for the same. The Company designs, prints, publishes and courses item information, plan and vision related writing for showcasing and deals of its items. Merchants are not permitted to go astray there from.

Under unique conditions, the Company might permit distributor(s) to make redid writing or potentially ad. Be that as it may, for this reason, intrigued distributor(s) will need to present a point by point plan in advance to the Company for its endorsement. Except if composed endorsement is given by the Company, none can stray from the structure and content of the Company's writing/strategy for advancement, promoting and deals.

On expiry or end of distributorship, the wholesaler will eliminate and cease the utilization of all Company signs, logo or potentially some other portrayals and will not utilize any name, signs, name, writing material, item name, copyrights, plans or potentially any literature connected with any of the Company's items. On the off chance that the abovementioned condition is disregarded, the Company in its prudence might take lawful plan of action against the wayward merchants.

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.

On the off chance that the merchant is selling or making available for purchase items on a web based business stage/commercial center, the merchant should take earlier composed assent from the Company to embrace such exercises.

## REPORTING POLICY

However overall course of business all wholesalers are relied upon to answer to their Upline and guide their Downline according to shared accommodation and situational requests, all wholesalers are expected to report 'extra customary circumstances' straightforwardly to the Company and look for direction.



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## REWARD / RECONCILIATION / VACANCY POLICY

In instances of opening in distributorship caused because of death (with no main beneficiary/chosen one), and in instances of abdication, end, wiping out, idle distributorship, unclaimed distributorship of Diamonds or more as the case might be, the Company will sell the organization connected with such opening among existing Directors or on the other hand more significant levels and the most elevated bidder will get such network. The organization so bought will stay in its current position in the line of sponsorship and will be known as/made second approved distributorship business of the closeout purchaser. Funds acknowledged through aforementioned sale might be dispersed among merchants considered as qualified for motivations according to the Company's rules as might be stylish at the pertinent place of time.

In the event that the Company doesn't get any purchaser for the organization connected with any empty distributorship, an executive will be designated to lead business of the organization and to oversee the organization effectively. Solely after the Company is fulfilled with regards to smooth administration and development of such organization and related business, it might disperse such network among pioneers who are at the equivalent/more elevated level than the level of the wholesaler whose Network was being directed, or in a way which the Company feels will be to the greatest advantage of the Business. The Company's choice concerning this arrangement will be conclusive.

## POLICIES / RULES + REGULATIONS

The accompanying Rules and Regulations of Kishanzen OPC Pvt. Ltd. (the Company) are formed and executed for shielding freedoms and poise of the merchants while directing behavior of business. To shape yourself as a dependable and moral merchant of Kishanzen, you should comprehend and maintain the Policies/Rules and Guidelines of the Company; any infringement of the equivalent can bring about end of your distributorship. The Company maintains whatever authority is needed to revise its Policies, Rules and Regulations without giving earlier notification or clarification. You are relied upon to visit the Company's site every now and then and keep yourself side by side with refreshed arrangements, rules and guidelines.

## 1 ELIGIBILITY TO BECOME A DISTRIBUTOR

### A. Individuals

- a. People matured 18 years or more can apply to be a merchant of the Company
- b. The Company has absolute discretion to decide whether to accept or reject an application.
- c. Merchant of the Company isn't a specialist, delegate or worker. The relationship is on head to head premise.
- 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 duplicate of the constitution, deed, articles of the relationship alongside declaration of establishment/fuse, as might be relevant for the substance and PAN card ought to be submitted alongside the application structure. In cases of HUF, duplicate of PAN card would get the job done.



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- c. Risk and privilege of such substance is according to rule that everyone must follow. Reward installment would be made by the Company for the sake of the element.
- d. No adjustment of constitution of the element (counting its accomplices/shareholding/constitution/individuals/legal administrators et Al.) will be engaged by the Company.
- 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. Reward for all merchants is figured once in a schedule month, and equivalent with the business done in the pertinent business month. Pay outs will be given by the Company to the enrolled wholesalers according to Company's arrangement.
- b. On receipt of regularly scheduled payout merchants should actually take a look at precision of calculation. Any inquiries in this regard ought to be made inside 15 days from the date of issuance of payout by the Company. Without a trace of such questions the figures referenced in the explanation will last and tie.
- c. It is compulsory for the wholesalers to give their location and bank details. They should likewise ship off us data according to Company Guidelines assuming that there is any adjustment of their location/bank subtleties/portable no/email id.
- d. To get Bonus, the wholesaler should compulsorily give his/her Bank Details to Kishanzen. In the event that the merchant neglects to give the Bank Details, Kishanzen maintains whatever authority is needed to keep the reward sum.

## 3 PROCEDURES FOR DEALING WITH INSTANCES OF VIOLATION

The Company furnishes direction and guidance to manage circumstances including breaks and infringement of its approaches also these standards and guidelines. The Company will likewise make a proper move against the distributor(s) involved. In case of any infringement, the accompanying method should be noticed:

- a. An objection must be held up promptly after being familiar with infringement of any Policies/Rules and Regulations of the Company. The objection should be given recorded as a hard copy by giving subtleties of the supposed infringement, \ additionally he/she should illuminate his/her upline regarding the objection.
- 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. Assuming the Company is persuaded that the best way to reestablish business as usual is to suspend or end distributorship, it will pass its choice by composing a letter on to the merchant concerned. The letter will be posted through Enrolled mail/ Courier to the latest location of the wholesaler as recorded in Company's information base and the post mark will be taken as evidence of receipt. The Company maintains whatever authority is needed to make a fundamental move against the ended wholesaler including looking for remuneration, recuperation, harms and lawful expenses caused, if any. However, the Company claims all authority to change or alter any piece of the above choice if and when such a need is felt by the Company.

## 4 RENEWAL OF DISTRIBUTORSHIP

- 1. The Company doesn't charge any recharging expense. Distributorship is suspended in the event that the merchant leaves and if the renunciation is acknowledged by the Company. The distributorship is ended by the Company on the off chance that the merchant doesn't lead any Business with the Company for over two years or for any infringement of Company strategies.
- 2. In the above cases the wholesaler will be expected to advance his/her cases inside one month of the date of the above happenings, from that point no case will be engaged. The cases will be settled according to Company's Policy.



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3. The impediment time of guaranteeing any sum because of the merchant by Kishanzen will be three years. No cases following a time of a long time from the due date will be engaged by Kishanzen.

## 5 KYC

An individual/substance who finishes the KYC (Aadhar Card, Driving License, Voter ID Card, Passport, Ration Card, or some other character document(s) gave by any State Government or the Central Government, which can be checked) customs and fills the Distributor Application + Agreement Form (the "Candidate") will be allocated an Applicant Number. Applicant Number will be substantial for 35 days and the Applicant will be affirmed as a merchant according to it doing atleast one exchange in the span of 35 days from the date of accommodation 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 the event that the possibility fills the DAF on the web and sends the checked duplicate of marked DAF alongside KYC archives to the Company, the merchant can begin Business with the Company solely after a request has been set.. In any case, on the off chance that the merchant doesn't present the duplicate of DAF with marks (to be confirmed with Passport/Driving License/PAN) in somewhere around 60 days of joining on the web, the wholesaler's ID will become invalid.

## 7 REPRESENTATIONS MADE BY DISTRIBUTORS

- a. Distributor(s) must know and convey that earnings come only through hard work, commitment and consistent efforts.
- b. Distributor(s) shall not exaggerate or misrepresent benefits associated with the Company and the Company's products and services.
- c. Distri butor(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 item depiction, naming, estimating and bundling still up in the air by the Company is conclusive and holy. No adjustment is admissible in these. Distributor(s) are not approved to relabel, repack, and adjust portrayal or deal items free or in a structure not initially brought about by the Company or at a cost not fixed by the Company. Charges against distributor(s) for negating this standard will be researched and fitting move will be made.

## 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



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- b. Allowing other people or relative to use his/her distributorship to do business.
- c. Signing up the wife when the husband is already a distributor or vice versa.
- d. 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.
- e. Signing up under another sponsor to operate his/her new distributorship when his/her previous distributorship is still valid.

Same will apply for any of the relatives not joining under their child/unmarried girl's line of sponsorship. In case of Cross Sponsoring or in case of a merchant utilizing a second or then again different IDs, the accompanying system will be followed:

(I) Assuming a functioning wholesaler is found advancing an organization in a different line of Sponsorship including however not restricted to advancing the organization of a blood relative/relative/colleague or Company/firm/substance/venture (whose recipient is any of the recorded above), at any Vestige occasion/office/KDP, via virtual entertainment or any other area, then, at that point, the Company will make a suitable move against that wholesaler. When the other ID/IDs for which the merchant has been doing exercises/advancement is distinguished, the ID/IDs for whom the merchant is doing exercises/advancement will be ended and the organization under the id/id's will climb to the following higher id.

(ii) In the occasion any wholesaler is found doing movement in any organization including however not restricted to advancing the organization of a close family member/relative/colleague or Organization/firm/element/endeavor (whose recipient is any of the recorded above), at any Remnant occasion/office/KDP, via virtual entertainment or some other area, during the cooling off period (in the span of a year of leaving up to Director and inside two what's more, a Half long stretches of leaving for Star or more - named as latency rule or period), the connected ID will be treated as a subsequent ID and a similar will be ended and the organization under the id/id's will climb to the following higher id.

(iii) Appearance in any type of gatherings disconnected or at any advanced stage, and so on., inside the chilling time of leaving, will deliver the acquiescence of the wholesaler being referred to invalidated because of infringement of the idleness rule. The wholesaler's "cooling off" period will be described from the date of the second ID's end.

(iv) The Company will make a severe move for Cross Sponsoring according to the above rules. Furthermore the Distributor who was engaged with Cross Sponsoring will be harshly cautioned and fined/suspended for such exercises. On the off chance that the Distributor doesn't stop such exercises the Company will end the distributorship and furthermore keep the Bonus installment of any merchant who is found constantly doing Cross Sponsoring of any other existing Distributors. Moreover assuming the merchant is running any KDP (Kishanzen Distributor Point) DLCP/DCC, a similar will likewise be shut somewhere near the Company

(v) After acquiescence/end the organization will go to his/her direct upline, subject to Renewal/Reconciliation/opportunity Policy of the Company.

(vi) If the Company receives a complaint within twelve months of Cross Sponsoring, and after investigation it is found that the complaint is valid, then the Company will terminate the second/later ID/IDs of the distributor and the network developed under the second/later ID/IDs will be shifted under the first ID or can remain under the terminated ID as per the decision of the management.

(vii) Be that as it may, experiencing the same thing, when the grievance against a merchant with respect to Cross Supporting is documented in something like a year, however the ID/IDs are not recognized inside the same period, then, at that point, the complainant should present the subtleties of such ID/IDs inside 90 days of recording the complaint. The Company will make a move according to above proviso (vi) subsequent to getting the subtleties of other ID/IDs.

(viii) On the off chance that the protest is gotten after over a year of a wholesaler taking other ID/IDs, a similar won't be engaged. On receipt of such grumbling, the Company will end one of the IDs of the merchant, which ever the organization might consider fit, and the organization will stay with the dynamic ID.

(ix) In the event that any wholesaler is observed taking various IDs, the Company will make a severe move against the merchant which can likewise prompt the end of the multitude of IDs, as and whenever they are found.



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In the event that the Management figures out that the enrollment of a distributorship/second ID was done through unscrupulous means, or without the wholesaler's assent/information, or by submitting obscured/invalid reports, then, at that point, the Company will end the ID/IDs, which the administration might consider fit and the organization of such ended ID/IDs will climb to the following higher merchant. Furthermore, the merchant who started the previously mentioned exercises will be exposed to disciplinary activity by the Company that might bring about the Company suspending/ending/keeping extra installments of the merchant or potentially forcing a fine on the wholesaler. The Company shall be free to decide the appropriate penalty in all cases of Cross Sponsoring/Multiple IDs and its decision in this regard shall be final. The Company will be allowed to choose the suitable punishment in all instances of Cross Sponsoring/Multiple IDs and its choice in such manner will be conclusive.

## 10 PLACE ORDER

The distributor has to place order (with PV, excluding orders on Vestige Best Deals) 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.

## 11 INACTIVE DISTRIBUTOR

Irrespective of the level attained, if a distributor does not place any order in preceding twenty four months or more, since the DAF was entered or since the last purchase by the Distributor, then the Company reserves the right to take a decision (including termination) regarding the Distributorship of the said Distributor. If the Distributor does not place any order with the Company for the preceding twelve months, the Distributor will be termed as an 'Inactive Distributor'. After completion of inactive period the distributor can join under any of the distributors, and can take a fresh ID.

However new id if taken under Family\*, must be in the same line of Sponsorship. If any Distributor takes a fresh ID after an inactivity period of twelve months, then their first ID will be treated as invalid.

## 12 EXPIRY/CANCELLATION/RESIGNATION/SUCCESSION OF DISTRIBUTORSHIP

a. (i) Any distributor who is a Director or above, after resigning/termination, can apply to the Company for a fresh distributorship only after a cooling-off period of two years and six months. The fresh distributorship may be granted by the Company after reviewing the application.

(ii) Any distributor, up to the level of 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 twelve months (cooling period) from the date of resignation / cancellation of his/ her last distributorship.

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 customary conditions lapses upon death or on the other hand demonstrated insufficiency of the merchant. In any case, chosen one of the perished after showing interest to succeed distributorship may be permitted by the Company. In situations where the candidate does not approach till 90 days from the date of death or debilitation of the first merchant by and large, replacement of the perished after submitting suitable documentation and revealing interest to succeed distributorship might be permitted by the Company.

Notwithstanding, under no conditions such distributorship will be engaged after 6 months from the date of death or information on debilitation of the wholesaler either from chosen one or replacement.





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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 Kishanzen 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 Directors and Car Fund Achievers unless of course they want such an arrangement.

d. If both distributors are 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 / 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.

## 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.



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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.
- c. The Company reserves all rights to take all decisions which it feels are necessary to protect the best interests of its distributors, customers and its business including decisions concerning implementation of this Business Plan. The Company's decision in this regard shall be final.

## 16 PROHIBITED ACT

### A distributor shall not

- a. Enter into, modify or alter any contract in the name of the Company.
- b. Incur any liabilities or Debt in the name or on behalf 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.**

**\*FAMILY : GRAND PARENTS/PARENTS/SELF**