



# PRINCIPLES AND PRACTICES

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Welcome to SAMATVA

# DISCUSSION

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# ABOUT THE COMPANY

Samatva Direct Selling Private Limited (hereinafter referred to as “Samatva” or “the Company”) is a company registered under the Companies Act, 2013 on June 22, 2021. Samatva is an e-commerce based direct selling company that provides customers across India with a comprehensive range of unique high-quality lifestyle products and services, while giving them the opportunity to build a sales business by promoting these products in an efficient and ethical manner.

We have our own set of lifestyle products and services as well as tie-ups with SMEs in the market and we offer these products and services to our customer base across the country. This helps in promoting SMEs as well as the direct selling industry amongst the user community. Thus, we not only provide business opportunities to our distributors but also introduce the affordability factor in the smartly designed convenience shopping model.

We operate through a streamlined Principles and Practices (the “P&P”), as detailed herein, where our well trained and professional Distributors introduce new customers to the company and get them registered in the customer network. These customers get all the rights as a consumer and they can also solicit for the distributorship if they want to earn additional income by becoming our registered distributors.

# MISSION

To provide our customers with high quality products at highly affordable prices as well as empower our distributors in their pursuit of immediate and long-term goals via expert guidance, groundbreaking technology and a very competitive and high yielding income generation model.

Along with helping fulfil the financial independence dream of every individual associated with us we also passionately strive to nurture these budding entrepreneurs to be the instrument of change in the coming future by making meaningful, value driven contributions in their respective communities.

# VISION

As our name suggests, we aspire to bring back the equanimity and stability in people by providing them with the right platform, value system and the guidance to achieve their goals and dreams. We envision becoming a global benchmark in direct selling industry, setting an example of building ethically, with professionalism and integrity. In this regard, our first benchmark would be to inspire and transform one million lives across the country.



**VISION**  
**& MISSION**



# CORE VALUES

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Our philosophy is driven by our core business values of: Samatva (Equanimity), Service, Integrity & Team Work.

- Samatva (Equanimity): Focus on building mindful and emotionally intelligent leaders who inspire everyone and create a positive change in their communities.
- Service: Serve every person with devotion and excellence by creating an environment of love, mutual respect and compassion.
- Integrity: Being ethical, honest, reliable and dependable in everything we do is the core of our DNA. Always do what is RIGHT and not just whatever “works”!!
- Team-Work: We firmly believe in creating leaders who work together in harmony to achieve personal and organizational goals by creating a family friendly atmosphere.



**EQUANIMITY, SERVICE, INTEGRITY AND TEAM-WORK**

## SAMATVA'S DISTRIBUTOR

The eligible person(s) who has/have submitted an application for distributorship and whose application has been accepted by the Company by way of a duly completed Agreement between the Company and the person(s) is a Distributor.

## WHO IS ELIGIBLE?

Any person who is 21 years or above in age and is capable of executing a contract, not disqualified by any law can become a Samatva Distributor. Lodging registration as a Samatva's distributor is effortless, absolutely free and a very simple process.

The Company reserves the right and at its sole and entire discretion accept or refuse any distributorship application.

# SAMATVA'S DISTRIBUTOR & ELIGIBILITY



# HOW TO BECOME DISTRIBUTOR

## DISTRIBUTOR AGREEMENT LETTER (DAL)

Print the DAL from the Distributor Dashboard & agree to its contents by signing. This completed & signed DAL must be sent to Company along with supporting documents for the purpose of KYC.

## KNOW YOUR CUSTOMER (KYC)

To complete the Know Your Customer (KYC), scanned copies of the Identity and Address proof documents need to be submitted in the KYC section, more elaborately described in Appendix I.

## ACCEPTANCE OF APPLICATION

Once the Company is satisfied with the submitted DAL and KYC documents, and if it deems fit, the application for distributorship shall be accepted.

## DISTRIBUTOR IDENTIFICATION (ID)

After the application is accepted, the Distributer will be assigned & sent a unique Distributor ID by email to the registered mail id. This will serve as an identity to the Distributor and all the transactions within Samatva will be routed through this Distributor ID only.

# Points to Remember

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

It's the responsibility of the Distributor to check/maintain his/her online login portal to get latest information/ promotional activities, etc. A distributor shall not share his/her login ID and password with any other person. Samatva will not be responsible if the Distributor lost his credentials or if it is misused. The distributor is advised to change the password from time to time to ensure safety.



A person once registered as a Distributer with an ID cannot rejoin with/under any other Sponsor in his/her own name.

A distributor shall not market or sell any Samatva products or services by using any other E-commerce platform, apps, websites, etc. without obtaining prior written consent from Samatva to do so.

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

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



# Points to Remember

(...continued)

Any costs the Distributor incurs in the development of his/her business are at his/her own expenses. The Distributor shall not be entitled to seek reimbursement or be entitled to payment or co-payment of employment from the Company.

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

It's mandatory that Distributors comply with the Code of Ethics at all times which explains the proper way to conduct the business by the Distributor.



Only a Distributor has a right to refer Customers or Sponsor potential Distributors to the Company and is entitled to the benefits under the Distributor Rewards Plan for doing so. While referring a potential Distributor, it's the duty of the Sponsor to provide the former with a copy of the P&P, Distributor Rewards Plan and product details.

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

No Cross Lining: Distributor may not refer or attempt to refer another Distributor from a different line of Sponsorship to 'switch' to his/her or another line of Sponsorship. Any instance of cross lining shall be met with the greatest scrutiny and may result in termination of the newly placed Distributor, as well as the Distributor having instigated such cross lining.



# BUY-BACK POLICY

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

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



## DURING THE TERM OF ASSOCIATION

During the term of association as direct seller with Samatva, Direct Seller shall and / or his/her relative elsewhere not represent, promote or otherwise try to do direct selling activities that, in Company's judgment, compete with its direct selling activities.

## AFTER TERMINATION

For a period of [12 months] after the Direct Seller is no longer in arrangement with the Company, the Direct Seller or through his relative will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, distribute, sell, offer to sell, or solicit any orders for the purchase or distribution of any products or services which are similar to those distributed, sold or provided by the Company.

## NON-COMPETE CLAUSE



# GENERAL DUTIES

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

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

Distributors are personally responsible and liable for paying local, state, provincial and federal taxes (where applicable) on any income they generate as Distributors.

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

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



## COPYRIGHT RESTRICTIONS

With respect to Product purchases from the Company, Distributors must abide by all manufacturers' recommended use and restrictions. Without prior written approval from the Company, no Distributor shall video and/or audio record the Company's meetings, conferences and/or training sessions or any speeches (including conference calls) given therein.

# Propriety Information

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## COMPANY'S TRADE NAME AND LOGO

Distributors agree not to advertise Company products or services in any way other than the advertising or promotional materials made available to distributors by the Company. Distributors agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or services or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.

## CONFIDENTIAL INFORMATION

Direct Seller agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

## VENDOR CONFIDENTIALITY

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

In the conduct of business, the distributor shall safeguard and promote the reputation of the products and services of the Company and shall refrain from all conduct which might be harmful to the reputation of the Company or to the marketing of such products and services or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. A distributor shall not interfere with, harass or undermine other distributors and, at all times, shall respect the privacy of other distributors. A distributor must not disparage the Company, other Company distributors, Company products and/or services, the marketing and compensation plans, or Company employees. Violation of the above is grounds for termination of the Agreement.

## Code of Ethics





# TERMINATION

# CESSATION

# RE-APPLICATION

## TERMINATION

- i. Where a direct seller failed to comply with any T&C.
- ii. Where information given by direct seller found false.
- iii. Where direct seller migrate to the other country.
- iv. Where direct seller is convicted of an offence punishable with imprisonment of whatever term.
- v. In violation of Code of Conduct.
- vi. Where company deem it necessary to terminate the direct seller in the interest of company's business.

## TERMINATION FOR INACTIVITY

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

## CESSATION/ RESIGNATION

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

## RE-APPLICATION

A Distributor who resigns or has been terminated due to a violation of the P&P and/or the Code of Ethics as determined by the Company may only reapply as a Distributor six (6) months from the date of termination, and the acceptance of which will be subject to the approval of the Company.



# TRANSFER OF DISTRIBUTORSHIP

- i. A Distributor may not sell, assign or otherwise transfer his/her Distributorship (or any rights thereof) to another Distributor or to any person without written approval of the Company.
  - ii. The Company will not in general approve an application for selling, assigning or otherwise transferring his/her Distributorship except on very special circumstances to be determined on a case to case basis. The Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Distributorship.
  - iii. A handling fee shall be charged to the transferor upon an application being made to the Company which is non-refundable whether the application is successful or not.
  - iv. If it is determined, at the Company's sole discretion, that a Distributorship was transferred in an effort to circumvent compliance with the Agreement, the P&P and/or the Distributor Rewards Plan, the transfer will be declared null and void. The Company may, at its sole discretion, take appropriate action(s), including, without limitation, terminating the transferring Distributor's Distributorship.
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# DEATH

A Distributor must nominate a person as his/her beneficiary to whom the Company will transfer the Distributor's Distributorship upon the death of the Distributor. This nomination is a mandatory requirement in the Distributor Application Form. The Distributor has a right to change his/her beneficiary during his/her lifetime by giving written notice to the Company.

To initiate such a transfer on the death of a distributor, the beneficiary needs to submit certified copies of the death certificate of the Distributor to the Company. The beneficiary will then be entitled to take over the Distributorship of the deceased Distributor and entitled to all the Sales Rewards, bonuses or other benefits accrued thereafter and all the rights, and/or be subject to all the obligations as a Distributor of the Company.

If the beneficiary has predeceased the Distributor and the Distributor had failed to nominate a living beneficiary, his/her Distributorship shall be terminated upon his/her death.

# DEVOLUTION

# DISABILITY

Should a distributor become disabled to the extent that he can no longer fulfill the required duties of the Company distributor, such disabled consultant's legal representative/conservator shall:

- i. Contact the Company within thirty (30) days of the disability and advise the Company of the distributor's status and the plans for future management or cancellation of the distributorship;
- ii. Provide a notarized or court-confirmed copy of appointment as legal representative or conservator; and
- iii. Provide a notarized or court-confirmed copy of document establishing right to administer the Company business.

Should the legal representative or conservator plan to continue the business of the distributorship, then he/ shall fill out a new distributor application, return policy and receive the required training consistent with the disabled distributor's level at the time of disability. These requirements shall be satisfied within a deadline of six months.

# SALES REWARDS

The direct seller shall be entitled to these privileges.



## SALES INCENTIVE

Sales Incentive related to their respective sales volume

## PAN INDIA SALE

There is No territorial restriction to sale the goods/products.

## TEAM SALES

Working with other Direct Sellers as a Sales Team/Group

## REFERRAL INCENTIVE

The Direct Seller shall be eligible for the Referral Incentive as per plan exhibited below.



## **BUSINESS CENTRE (BC)**

A Distributor will be granted one (1) new BC when he/she is first accepted as a Distributor. This BC ID will be the same as the Distributor ID and is called the primary BC.

## **PRIMARY BUSINESS CENTRE**

The Primary BC can be qualified by doing a 100BV product purchase from the Samatva shop for personal consumption.

## **SECONDARY BUSINESS CENTRE**

After Primary BC is qualified with a min. of 100BV, he/she can acquire additional BC by obtaining 100 Personal Product Business Volume in the BC Bank. Thereafter, every 100 product BV will create one (1) new BC.



# **ACQUISITION OF BUSINESS CENTRE**

# APPENDIX I

This is the “Samatva Sales Rewards Plan” or “Distributor Rewards Plan” as referred to in Samatva Direct Selling Pvt. Ltd. Policies & Procedures (“P&P”). This Distributor Rewards Plan provides for the entitlement and calculation of Sales Rewards and/or bonuses of Distributors of Samatva Direct Selling India Pvt Ltd

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

## SAMATVA REWARDS PLAN



# PLACEMENT

A Sponsor has the right to place the Primary BC of a Distributor whom he/she personally referred or any additional BCs that are allocated to him/her subject to the Rules of Placement as stated herein below.

## RULES OF PLACEMENT

- Only two (2) downline BCs can directly be connected to any BC.
- Each BC can only have one (1) BC as its immediate Upline.
- A Sponsor shall have the sole right to place the Primary BC of a Distributor whom he/she personally referred. Subject to the aforesaid, a Distributor shall have the right to place any secondary BCs that are allocated to him/her.
- A Distributor can place any BC, which he/she has a right to place under existing BCs in his/her Downline, beginning anywhere under his/her Primary BC. But he/she cannot place a BC in a position that is already occupied by another BC.
- A Distributor is not allowed to place any BC above his/her own Primary BC.
- A Distributor cannot place any BC in a position that is not under his/her Primary BC.



# SALES REWARDS AND BONUSES

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(a) Only Qualified BCs are eligible for earning Binary Pair Rewards and/or bonuses other than Referral Bonus Rewards.

(b) Any BV accumulated before qualifying the primary BC is not Sales Incentivised to the Distributor.

(c) All Sales Rewards and/or bonuses payable under this Distributor Rewards Plan are based on the sale of the Company's products, not based on the introduction of persons into the Company.

# SALES REWARDS AND BONUSES

## REFERRAL BONUS REWARD

- A Referral Bonus Reward is paid to a Distributor when one of his/her personally sponsored Distributor does his/her first purchase from the Samatva portal.
- The referral bonus is calculated on the total invoice generated by the Sponsored Distributor which can consist of one or more products. The total Referral bonus paid will be the sum of referral bonus rewards of each individual product purchased in that invoice.
- The Referral bonus reward can be earned irrespective of if the Sponsor Distributor has Qualified or activated his BC or not.

## BINARY PAIR REWARDS

Binary Pair Rewards are paid to Distributors based on BV accumulated from the purchases of products made by Customers or Distributors. Only Qualified Distributors are eligible for Binary Pair Rewards, more elaborately described in Schedule I..

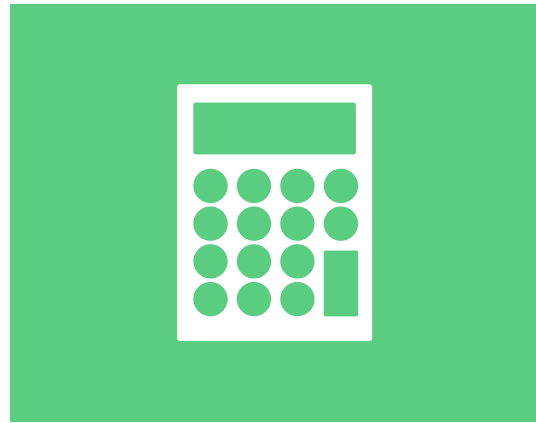
## REPEAT SALES REWARDS

- Repeat Points mean points assigned to each Samatva product that an Active Distributor can earn from maximum eight (8) Pay Levels based on his/her current Rank.
- Cash converted from earned RPs is called Repeat Sales Rewards.
- A Distributor can convert his/her earned RPs into cash based on the standard conversion rate of 1000 RSP: INR 2200.
- A Distributor needs to meet the minimum Monthly RPs Maintenance for his/her current rank, from his/her retail sale or purchases of any Samatva products for personal consumption, in order to earn RPs from maximum ten (10) RP Pay Levels depending on his/her current Rank. Note that the minimum Monthly RP Maintenance is OPTIONAL AND NOT MANDATORY.

## CHANGE OF SALES REWARDS

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

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



The Binary pair Sales Reward period is weekly and starts from Saturday 00:00 am to the next Friday 23:59 pm, Indian Standard Time



The Repeat Points Sales Reward period is monthly and starts at 00:00 am on the 1st of a month to 23.59 pm on the last day of the month

Sales Reward Period means the period when sales reward is calculated and paid after the Buy-Back-policy schedule.

# SALES REWARD PERIOD



## QUALIFYING BC FOR BINARY

(a) For qualifying a BC, a Distributor can only use the BV assigned to a product that he/she purchased personally for self-consumption. A BC is qualified by purchasing a minimum of hundred (100) BV product from the Samatva portal. A Distributor has to qualify his/her Primary BC before he/she can receive additional BCs.

(b) Once the Distributor has allocated the 100 BV to his/her Primary BC, the Primary BC is considered as a Qualified BC and every subsequent 100BV purchase after that will generate a new secondary BC.

(c) The Qualification requirement is optional and not mandatory. Even in its absence, Distributor would continue to earn the Referral Bonus Rewards and Repeat Sales Rewards by maintaining the minimum Monthly RPs.

# QUALIFICATION & ACTIVATION

## ACTIVATING DISTRIBUTOR FOR REPEAT PLAN

(a) In this option, Distributor can only acquire active status in the monthly Repeat Sales Rewards. For this he/she needs to meet and maintain the minimum Monthly RPs for Distributor rank, from his/her retail sale or purchases for personal consumption of any Samatva products with Repeat Points (RPs).

(b) The distributor is able to earn RPs from maximum five (5) RP Pay Levels depending on his/her current Rank.

(c) Note that minimum Monthly RPs Maintenance is **OPTIONAL, NOT MANDATORY.**

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Distributors will receive Sales Rewards, bonuses and other benefits under the Distributor Rewards Plan based on the actual sale of Products to Customers or Distributors. When a Product is returned to the Company for a refund or is repurchased by the Company, or the transaction is in any way not successfully completed, the Sales Rewards, bonuses and/or other benefits attributable to the returned or repurchased product or the unsuccessful transaction will be deducted in the Sales Reward Period in which the refund or repurchase occurs. If the Company has already paid Sales Rewards and/or bonuses to a Distributor for a returned Product, the Company shall have the right to request the Distributor for the return of the said Sales Rewards and/or bonuses, and the Distributor must return such Sales Rewards and/or bonuses to the Company.



## **RETURN AND REFUND**

# PROMOTION

## COMPENSATION LEVELS

There are four (4) Compensation Levels of Distributor for the purpose of awarding Binary Pair Rewards and Repeat Sales Rewards derived from earned RPs.

## PROMOTION

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

The minimum Monthly Rank Advancement and maintenance requirements for the four (4) Ranks are provided in Schedule 1.

## DEMOTION

Distributors who fail to fulfil the Rank Maintenance or meet the minimum Monthly Rank Maintenance requirements of the current Rank they are in, shall be paid as the Pay rank corresponding to their achievement.

New Distributors will be placed under the "Distributor" Status and thereafter upon fulfilment of the necessary rank advancement requirements, will be promoted to Bronze Rank, Silver Rank, Gold Rank accordingly. However, if Distributors are unable to fulfil the Maintenance of their current rank within the time frame, they will be demoted and be paid as the Pay Rank corresponding to their criteria achievement. The lowest rank that a Distributor can be demoted to is Distributor rank.

Existing Distributors who have registered and have achieved a certain Rank before will retain their current Rank.



# KNOW YOUR CUSTOMER

To complete the Know Your Customer (KYC), scanned copies of the below documents need to be submitted in the KYC section:

- Signed Valid ID proof (PAN card – This is mandatory)
- Signed Valid address proof (Passport, Driving License, Bank Statements, Aadhar Card, Gas Bill, Notarised Rental Agreement, and Voter's ID Card.)
- Signed Distributor Agreement Letter
- Passport size photograph

Any person who fails to submit these documents will be considered as a customer till the person is able to fulfil the above mentioned documentary requirements. As a customer, the person is able to purchase from the Samatva store but not able to withdraw any money earned from the business as his/her E-wallet is restricted.

It is mandatory that every Distributor of the company completes their KYC requirements within 30 days from their registration date. Failure to do so within the specified period will result to the Distributor being suspended. A person should not apply as a distributor using a fictitious or assumed name. The name should be as in his/her Bank records and Identity Proof.

An applicant is only allowed to submit a single online Distributor Application Form (registration) which is linked to his/her PAN account. In the event that there are more than one Distributor Applications (whether with the same Referrer or not) received by the company, only the first duly completed application received by the Company will be accepted and all subsequent Distributor-ships will be terminated. The Company has the right to accept or decline any Distributor application at its sole discretion. In the case of rejection, an email notice will be given to the applicant.

A person should not apply as a distributor using a fictitious or assumed name. The name should be as in his/her Bank records and Identity Proof.

# E-WALLET ACCOUNT

The E-wallet is a highly secured database system that consists of individual Distributor accounts where their weekly commissions are credited to automatically after each commission run. Through the withdraw option in your E-wallet, you can request to transfer your commission to your registered bank account. Withdrawal from E-wallet limits are defined hence (minimum INR 5000.00 and maximum INR 100,000.00).

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# EXTINGUISHMENT

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

- (a) "Terminated";
- (b) "Cancelled".

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

For the purposes of this clause:

(a) A "Terminated Distributor" is one whose Distributorship has been terminated by Samatva due to his/her violation of the Samatva Policies and Procedures, Code of Ethics, or has not been active for two (2) years.

A "Cancelled" Distributor is one whose Distributorship has ceased by his/her voluntary cancellation of his/her purchase orders

**TIME TO TAKE ACTION**



# PAYMENT OF REWARDS

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All Sales Rewards and/or bonuses a Distributor earns will be credited to his/her e-Wallet Account in his/her login dashboard. The Distributor may instruct the company the amount s/he wants to transfer from his/her e-Wallet to his bank account by the way of Withdrawal from his/her Distributor login. The Distributor needs to update the correct bank account details before initiating the transfer. The transferred amount is processed in batches and should reflect in the Distributor's account within 7 working days.

# SCHEDULE I

Monthly rank Advancement  
and Maintenance Criteria and  
Rewards per rank



# REWARD PLAN

**Qualification:** Qualified BC with 100BV product purchase (Optional, One time)  
**Personal RPs:** Distributor must achieve personal \*25 RPs to be eligible to earn Repeat Sales Rewards

**Pay-Out/Pair:** INR 6,000/-  
 Weekly max no. of pairs/BC: 5 Pairs  
 RSP Pay Levels: 7 Levels  
 Min. RPs required/month: \*25 RPs



**Personal RPs:** \*25 RPs  
 Direct BV: \*\*\*100 BV  
 Group RPs: \*\*300 GRP from downlines within line of Sponsorship  
 Binary Pairs: 7 Binary Pairs

**Pay-Out/Pair:** INR 8,000/-  
 Weekly max no. of pairs/BC: 8 Binary Pairs  
 RSP Pay Levels: 9 Levels  
 Min RPs required/month: \*25 RPs

**Qualification:** Qualified BC with 100 BV product purchase  
 Personal RPs: Distributor must achieve personal \*25RPs to be eligible to earn Repeat Sales Rewards  
 Qualified Direct Referrals: 2 Qualified Direct Referrals with 100 BV each (One time requirement)

**Pay-Out/Pair:** INR 7,000/-  
 Weekly max no. pairs/BC: 6 Binary Pairs  
 RSP Pay Levels: 8 Levels  
 Min RPs required/month: \*25 RPs

**Personal RPs:** \*25 RPs  
 Direct BV: \*\*\*100 BV  
 Group RPs: \*\*800 GRP from downline within line of Sponsorship  
 Binary Pairs: 15 Binary Pairs

**Pay-Out/Pair:** INR 10,000/-  
 Weekly max no. of pairs per BC: 10 Binary Pairs  
 RSP Pay Levels: 10 Levels  
 Min. RPs required/month: \*25 RPs

- Criteria
- Rewards

\* Achieved by either personal purchase or retail sales of any Samatva products. Personal RPs can be carried forward.  
 \*\* Achieved from downlines within line of sponsorship  
 \*\*\* Direct BV can be accumulated from Directly Referred Retail Customers and Direct Referrals (new and existing).



# Incentive Points

Incentive points are given on the 4th step of every Sales Incentive cycle. These points can be used to redeem products from the Redemption store on the Samatva portal.

STEP	GROUP PRODUCT BV IN ANY LOWER VOLUME TEAM	DISTRIBUTOR	BRONZE	SILVER	GOLD
1st	300 GBV	INR 6,000/-	INR 7,000/-	INR 8,000/-	INR 10,000/-
2nd	300 GBV	INR 6,000/-	INR 7,000/-	INR 8,000/-	INR 10,000/-
3rd	300 GBV	INR 6,000/-	INR 7,000/-	INR 8,000/-	INR 10,000/-
4th	300 GBV	Incentive Points	Incentive Points	Incentive Points	Incentive Points

# SCHEDULE II

Rank Maintenance Bonus



# Rank Maintenance Bonus

RANK	SILVER RANK	GOLD RANK
Achieves the rank maintenance requirements for 6 consecutive months	INR 20,000/- (One-Time)	INR 50,000/- (One-Time)



# SCHEDULE III

Definitions



# DEFINITIONS

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

## DEFINITIONS

"Product Business Volume"	"Product Business Volume" or "BV" means the point value of a product used to qualify BCs and calculate Binary Pair Rewards.
"Business Centre"	"Business Centre" or "BC" means a position in the Company's database. Sales Rewards and/or bonuses are calculated with reference to each Business Centre.
"Qualified Business Centre"	"Qualified Business Centre" means when a Distributor has achieved and allocated a minimum of hundred (100) BV to his/her Primary BC or on any of his/her Secondary BCs by self-purchase of products from the Samatva portal.
"Repeat Sales Rewards"	"Repeat Sales Rewards" means Sales Rewards derived from accumulated Repeat Points (RP).
"Sales Rewards Period" or "Sales Rewards Week"	"Sales Rewards Period" or "Sales Rewards Week" means the period or week when Binary Sales Rewards is calculated and paid after the Buy-Back Policy schedule.
"Active Distributor"	"Active Distributor" means any Distributor who achieves the minimum Monthly RPs maintenance requirements designated for his/her current rank, from retail sales or purchases of any Samatva products with Repeat Points (RP) for personal consumption.

## DEFINITIONS

"Compensation Level"	"Compensation Level" means the pay level of a Distributor. Sales Rewards and/or bonuses are paid out according to a Distributor's Compensation Level and as provided for in Schedule 1 of this Appendix 1.
"BV Counter"	"BV Counter" is a tool to calculate the number of BVs accumulated on the left and right Downline group of each BC placed in the Distributor's genealogy for the selected Sales Rewards Period for the purpose of calculating Binary Pair Sales Rewards.
Group Product Business Volume	Group Product Business Volume or "GBV" means the total BV accumulated in both left and right Downline Groups of a BC.
"Group Repeat Points"	"Group Repeat Points" or "Group RP" means the RPs that the Distributor earns from the repeat sales and personal purchases made by his/her Downlines within his/her line of sponsorship.
"Binary Pair matching" or "Pair"	"Binary Pair matching" or "Pair" means one (1) part of the Sales Reward Cycle, which is equivalent to 300 GBV on the lower-volume leg.
"Sales Reward Cycle"	"Sales Reward Cycle" means four (4) Binary Pair matching.
"Customer" or "Retail Customer"	"Customer" or "Retail Customer" means a person who purchased the Company's products at a retail price but does not register as a Distributor.
"Direct Referral"	"Direct Referral" means a person who is directly referred to join the Samatva business by an existing Distributor and is placed within the line of sponsorship of the Distributor who refers him/her.



## DEFINITIONS

"Direct BV"	"Direct BV" means the BV that a Distributor earns when he/she sells Samatva Products to directly referred retail customers or direct referrals or s/he self-purchases Samatva products for personal use.
"Demotion Policy"	"Demotion Policy" means that in the event that a Distributor fails to meet the minimum Monthly Rank Maintenance requirements for his/her current Rank, he/she will be paid as the Rank corresponding to his/her achievement in that particular Month.
"Incentive points"	"Incentive points" are earned on the 4th pair of every Sales Rewards cycle which can be used to redeem towards products in the 'Redemption store'.
"Retail Sale"	"Retail Sale" means sales of Company's products to Customers without registering them as Distributor.
"RP Pay Level"	"RP Pay Level" refers to a position in the genealogy from which the Active Distributor is eligible to earn RPs. Distributor can earn RPs from a maximum of six (10) Pay Levels based on his/her current Rank.
"Sales Period" or "Sales Week"	"Sales Period" or "Sales Week" means a one-week period commencing from 00:00 on Friday until 23:59 on the following Thursday, India Standard Time.
Self-Qualification	Self-Qualification means a method of qualifying Distributorship with BV that the Distributor achieved from his/her retail sale or purchase of Samatva products for personal consumption.
"Binary Pair Reward"	"Binary Pair Reward" means the Sales Reward paid to a Qualified and Activated Distributor according to his/her GBV on the Lower Volume Team and Compensation Level.

# SCHEDULE IV

Summary of the Distributor  
Rewards Plan



# SUMMARY

## Key Points of the Samatva's Distributor Rewards Plan

### KEY POINTERS

Registration	Only after successful registration as a Samatva Distributor, he/she will have an opportunity to earn Sales rewards/bonuses from both BV and RSP of his/her personal purchases, retail sales and sales to downlines.
Rewards Plan	There are 3 options for a distributor to start earning from the Samatva Distributor Rewards Plan: a) Option 1 - Referral Bonus: A Distributor can earn a referral bonus reward when one of his sponsored Distributor does his/her first purchase from the Samatva portal. The referral bonus is calculated on the total invoice generated by the Sponsored Distributor which can consist of one or more products and will be the sum of referral bonus rewards of all the products purchased in that invoice. The Referral bonus reward can be earned irrespective of if the Sponsor Distributor has Qualified or activated his BC or not. b) Option 2 - Binary plan: Qualifying BC with 100 BV personal purchase or retail sale. This will enable distributor the possibility to earn from the Binary Pair Rewards. c) Option 3 - Repeat plan: Can activate BC for a month by doing personal RPs or retail sales of repeat product of minimum 25RPs. This will enable the distributor the eligibility to earn from the Repeat Reward plan.
Sales Rewards	A Distributor can earn from one or more of the following four (4) different types of Sales Rewards/bonuses from the Samatva Sales Rewards Plan: a) Binary Pair Rewards b) Repeat Sales Rewards c) Referral Bonus Rewards d) Rank Maintenance & Advancement e) Year-round incentives



## KEY POINTERS

Binary Pair Rewards	A Distributor can earn commissions and rewards if there are BVs generated in the downline group through sales of Samatva products or services which is equivalent to 300 GBV on the lower-volume leg matches with 300 GBV on the higher-volume leg of his Binary organization. This type of commission / rewards is called BINARY PAIR REWARDS. Binary Pair reward shall be calculated for each BC based on the total BV accumulated in both Downline Groups of a BC as shown in its Counters and according to Schedule 1.
Repeat Sales Rewards	1.If a Distributor can earn additional commissions and rewards from the Retail sales and sales to new Direct Referrals of the repeat sales products on the Samatva portal. This type of commission / rewards is called REPEAT SALES REWARDS. For this, the distributor needs to maintain their personal RPs purchase requirement to qualify for the Repeat Sales Rewards plan. NOTE: The minimum monthly maintenance of RPs is OPTIONAL AND NOT MANDATORY.
Maximum PayOut	There is a maximum payout per BC per Week based on the Distributor's Pay Rank as set out in Schedule 1 . Maximum Payout varies with the Distributor's Pay Rank.
Monthly Rank Advancement	A Distributor must achieve the prerequisite and the Monthly Rank Advancement requirements of the next rank within a fixed month period to advance in rank as set out in the Schedule 3 of Appendix 1. A Distributor is not allowed to skip rank when advancing to a higher rank.
Monthly Rank Maintenance requirements	A Distributor must achieve the Monthly Rank Maintenance requirements within a fixed month period to maintain his/her current Title and Pay Rank and Compensation Level on a monthly basis.
Demotion	A Distributor, who fails to achieve the Monthly Rank Maintenance, will be demoted to a lower Pay Rank based on his/her achievement in that month.

## KEY POINTERS

Active Distributor	An Active Distributor will be eligible to earn RPs from his/her personal purchase, retail sales and repeat sales to his/her downlines up to a maximum of six (6) RP Pay Levels based on his/her current Rank. A Distributor must achieve the minimum Personal RP based on the rank to remain Active and eligible to earn Repeat Sales rewards.
Compression & Forfeiture	A Distributor who fails to achieve the minimum Personal RPs based on the rank within a fixed month period, will be Compressed and all the RPs from his/her Downlines' repeat sales will be forfeited in that particular month
RPs Pay Level	The RPs Pay Level of an Active Distributor is based on his/her current Pay Rank as set out in Schedule 1.
Conversion	Earned RPs are automatically converted into cash on a weekly basis using a conversion rate of 1000 RPs: INR 2200
Rank Maintenance Bonus	Silver rank and Gold rank distributors who maintain their current Title and Pay Rank for 6 consecutive Months will be eligible to earn a Maintenance Bonus as set out in Schedule 2.