## UNIQUE BUSINESS PLAN

www.sumanyu.in



#### Address:

Shop No. 6, 1st Floor, Bhagwati Complex, Kasan Road, Near by Bank of Baroda Manesar, Gurugram, Haryana, 122051

sumanyuonlinemarketingllp@gmail.com, www.sumanyu.in





## Health, Wealth & Happiness



Dear Sumanyu Family Mambers,

I hope this message finds you well and thriving in your business. As we continue to navigate these unprecedented times, I want to express my gratitude for your unwavering commitment to our company and the products we offer.

I want to remind you that you are not just selling products, but you are also building relationships with our customers. Your passion and dedication are what sets us apart from our competitors.

As we move forward, I encourage you to stay focused on your goals and maintain a positive attitude. Remember to prioritize self-care and take the time to recharge your batteries. Your success is our success, and we are here to support you every step of the way.

Thank you for being an integral part of our team. Let's continue to work together to achieve great things.

Best regards,

Chand)

Lakhmi Chand Founder & CEO Sumanyu Online Marketing LLP



Dear valued customers,

I am writing to you today to express my gratitude for your continued support of our Sumanyu Family. As the Director of this organization, I want to assure you that we are committed to providing high-quality products and exceptional customer service.

Our team of dedicated professionals works tirelessly to ensure that our products meet the highest standards of quality. From our manufacturing processes to our customer support, we strive to exceed your expectations at every turn.

We understand that our success is dependent on your satisfaction, and we take this responsibility very seriously. As we continue to grow and expand, we remain focused on our core values of integrity, transparency, and innovation.

Thank you for your trust in us, and we look forward to serving you for many years to come.

Sincerely,

Mukut Raj

Managing Director

Sumanyu Online Marketing LLP

## Our goal is to give you









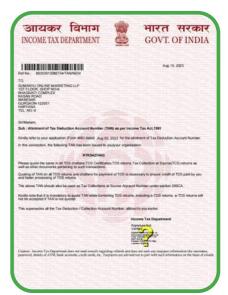
Our aim is to produce creative professional in the field of mlm industry Sumanyu Online Marketing LLP provide you powerful platform with health, wealth & happiness.



# Legal Documents







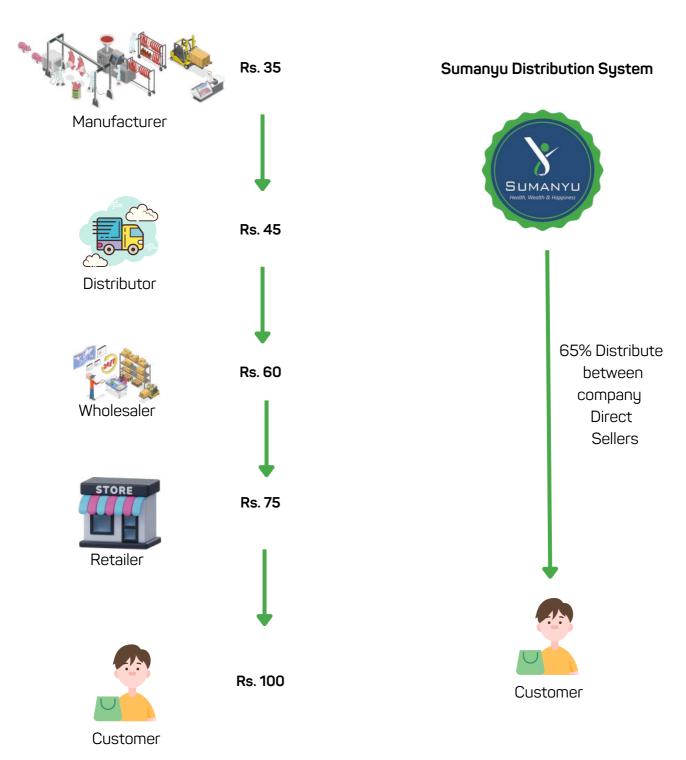






## What exactly we do?

#### **Traditional Distribution System**



### **Compensation Plan**



The business plan of Sumanyu Company is very unique. Each Direct Seller's compensation depends on his own hard work and the efforts of his team. The harder you and your team work to sell the company's products, the more you will be compensated. All new customers who want to join Sumanyu can register themselves for free through any Sumanyu Direct Seller by visiting the company's official website www.sumanyu.in. Sumanyu Company does not charge any registration or membership fees from any customer.





### How to Join/Activate Your Id

Whenever a direct seller purchases minimum 2(PV) products, He/She qualifies for the compensation plan of the company. Daily compensation limit plan of Sumanyu company is a unique compensation plan which prevents new customers from bulk buying. The company promises to give its maximum daily compensation to every direct seller which depends on the hard work of you and your team. But the company will not give you more than the maximum compensation that it gives you on a daily basis. You can increase your daily compensation by reaching the next level. You can see below how much compensation you will get daily.



Shoping the 2 PV products and get maximum daily compensation limit of Rs. 550/-



Shoping the 4 PV products and get maximum daily compensation limit of Rs. 950/-



Shoping the 8 PV products and get maximum daily compensation limit of Rs. 1350/-



Shopping the 12 PV products and get maximum daily compensation limit of Rs. 1550/-

Note: You can increase your daily compensation by reaching the next level.



# Type of Compensation







01

Retail Compensation profit up to 5%-30%

02

Referring Compensation 03

Team Building Compensation



04

Team Retail
Compensation/Self
Consumption
Compensation



05

Team Building Bonus Compensation



06

Promotional Rewards

# 1. Retail Compensation profit up to 5%-30%

Sumanyu Company gives 5% to 30% discount on MRP to each of its direct sellers. The difference between the product MRP or Sumanyu Direct Seller Price (SDP) is called Retail Compensation Profit. Which you can understand from the example given below.

#### For Example:

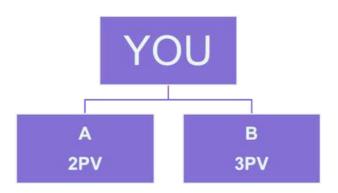
MRP = Rs. 1650/MRP - SDP(Sumanyu Direct Seller Price) = Retail Compensation
MRP(Rs.1650) - SDP(Rs. 1302) = (Rs.348) Retail Compensation
Retail Compensation Profit = Rs. 348/-



# 2. Referring Compensation

When you help two new customers/DS to purchase minimum 2PV distributed equally across both verticals from www.sumanyu.in, you are eligible for Team Building Compensation after earning this Referral Compensation.

To calculate this Referring Compensation benefit, company allocates Point Volume(PV) as Rs. 50/-.



#### For Example:

If Person A make purchase of 2PV left vertical side

If Person B make purchase of 3PV Right vertical side

Total Business matched in both the verticals 2PV+2PV =4PV (rest of 1PV is carry forward)

4PV x Rs. 50(because 1PV = Rs. 50/-) You Earn Total Referring Compensation is = Rs. 200/-

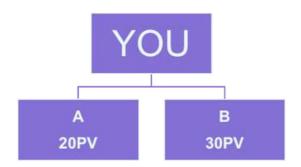


## 3. Team Building Compensation

Each direct seller qualifies for Team Building Compensation after referring directly two new customers/direct sellers with minimum of 2PV products sale. Whenever you provide training to your direct sellers, they start adding new customers through product sales. With which all the direct sellers who are connected vertically get PV (Point Volume).

To calculate this Referring Compensation benefit, company allocates Point Volume(PV) as Rs. 50/-.

Team Business Compensation is paid to the active DS(Direct Seller) on building sales point volume(PV) equally distributed in both the verticals. Whenever an existing direct seller sells/buys a product from our direct seller group he/she gets Team Building Compensation.



Team Building Compensation

To calculate this Referring Compensation benefit, company allocates Point Volume(PV) as Rs. 50/-.

#### For Example:

If Person A Group Sale/Purchase of 20PV Left vertical side
If Person B Group Sale/purchase of 30PV Right vertical side
Total Business matched in both the verticals 20PV+20PV =40PV
(rest of 10PV is carry forward)

 $40PV \times Rs. 50$ (because 1PV = Rs. 50)

You Earn Total Referring Compensation is = Rs. 2000\*\*(But your earning depend on your daily capping limit).

spose your capping limit is Rs. 1550

You will earn = Rs. 1550 (Rest amount is flash out as per Business plan)



12.

# 4. Team Retail Compensation/Self Consumption Compensation

Sumanyu Retail Compensation is given when there is equal PV match on both your vertical sides, Which you can understand from the table given below.

To calculate this Referring Compensation benefit, company allocates Point Volume(PV) as Rs. 50/-.

#### For Example:

Day	Vertical 1	Vertical 2	Equelly Matched PV	Vertical 1 Blance PV (Carry Farward)	Vertical 2 Blance PV (Carry Farward)	Total Compensation (Your earning depend on your daily capping limit).
1st Day	2PV	4PV	2PV	00PV	2PV	4PV x Rs. 50/- = Rs. 200/-
2nd Day	00PV	4PV	00PV	00PV	2+4=6PV	Nill
3rd Day	4PV	4PV	4PV	00PV	6PV	8PV x Rs. 50/- = Rs. 400/-
4th Day	06PV	00PV	06PV (BECAUSE 6PV LAST BLANCE IN VERTICAL 2)	00PV	00PV	12PV x Rs. 50/- = Rs. 600/-** (Your earning Depend on your daily capping if your capping is Rs. 550 than you will recieved Rs. 550/-)
				Total A	Amount of One week	200+400+550=Rs. 1150/- You will Recived 1150/- (5% admin & TDS Charge will be extra)



### Recognition Levels

The Recognition system of Sumanyu Company is absolutely tremendous which determines our progress only by the progress of our team. The way we make our team earn money, the way our success also increases. When we earn equal amount of money in both the vertical sides of our team, our daily compensation limit increases. To reach the next level, the previous team's direct seller compensation will be added to the new compensation. Which we can understand from the chart given below.

Sr. No.	Direct Seller Level	Left	Right	Daily Compensation Limit
1	Leader Club	Rs. 5,000/- x 1 Person	Rs. 5,000/- x 1 Person	Rs. 2,000/-
2	Bronze Club	Rs. 15,000/- x 2 Person	Rs. 15,000/- x 2 Person	Rs. 3,000/-
3	Silver	Rs. 30,000/- x 2 Person	Rs. 30,000/- x 2 Person	Rs. 4,000/-
4	Gold	Rs. 45,000/- x 3 Person	Rs. 45,000/- x 3 Person	Rs. 7,000/-
5	Pearl	Rs 80,000/- x 5 Person	Rs 80,000/- x 5 Person	Rs. 9,000/-
6	Emerald	Rs 1,60,000/- x 5 Person	Rs 1,60,000/- x 5 Person	Rs. 12,000/-
7	Ruby	Rs 2,60,000/- x 10 Person	Rs 2,60,000/- x 10 Person	Rs. 15,000/-
8	Diamond	Rs 4,10,000/- x 10 Person	Rs 4,10,000/- x 10 Person	Rs. 25,000/-
9	Blue Diamond	Rs 6,60,000/- x 10 Person	Rs 6,60,000/- x 10 Person	Rs. 50,000/-



www.sumanyu.in 14.

### 5. Team Building Bonus Compensation

When the direct seller's team is equal in both the verticals, then the Team Building Bonus Compensation of the level at which the team is equal will be given to him/her. Team Building Bonus Compensation are excluded from daily capping

Bonus	Vertical 1	Vertical 2	Team Building Bonus Compensation
1st	15 Persons	15 Persons	Rs. 750
2nd	45 Persons	45 Persons	Rs. 1500
3rd	95 Persons	95 Persons	Rs. 2500
4th	220 Persons	220 Persons	Rs. 6250
5th	470 Persons	470 Persons	Rs. 12,500
6th	1070 Persons	1070 Persons	Rs. 30,500
7th	2320 Persons	2320 Persons	Rs. 62,500
8th	4820 Persons	4820 Persons	Rs. 1,25,000
9th	9820 Persons	9820 Persons	Rs. 2,50,000
10th	19820 Persons	19820 Persons	Rs. 5 Lakh
11th	39820 Persons	39820 Persons	Rs. 10 Lakh
12th	79820 Persons	79820 Persons	Rs. 20 Lakh
13th	159820 Persons	159820 Persons	Rs. 40 Lakh
14th	319820 Persons	319820 Persons	Rs. 80 Lakh



# 6. Promotional Rewards

Sumanyu Company gives promotional targets to all its direct sellers from time to time for their development. The promotional target is given to the direct seller on equal sales of products from both the vertical sides within a limited time period. For more information about promotional targets, you can visit our official website www.sumnew.in.





#### CANCELLATION/REFUND POLICY

#### **Product Guarantee**

Sumanyu (hereinafter referred to as the Company) provides international quality products to each and every customer. If the product purchased by direct sellers or consumers is of substandard quality or has manufacturing defects, the company guarantees replacement. However, this guarantee does not apply to damage or contamination caused by experience, negligence or wilful act

#### **Product Return Policy**

In case of any dissatisfaction, manufacturing or packaging defects, the customer/distributor can return/exchange the product.

Customers/Direct sellers must contact the Distributor/Company from whom they have purchased the goods within 30 days from the date of purchase. They must explain the reason and return the said product along with the original customer order receipt copy/invoice. In such cases, it is the responsibility of the distributor to fulfill the customer's requirement of refund or replacement of the products. The Direct Seller/Consumer can then return these products to the company along with the original invoice. The Company will exchange these products free of cost or if the Direct Seller/Consumer does not want the same product, the Company will give a cash voucher of the same amount (Zero PV/BV) which the Direct Seller/Consumer can use to purchase the products within 30 days of their choice.

#### **Documents Required**

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





#### **Buy Back Policy**

The Company provides a Buy Back Policy to the Direct Sellers who wish to resign from his/her Distributor and return any Sumanyu products that are in good condition, useable, resalable, restockable, 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, Sumanyu shall provide a full refund for the products to the distributor after deducting bonus paid (if any) and reversing the PV on the products (if any).

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

#### Cancellation

For Cancellation of confirmed/placed order please write to us at "sumanyuonlinemarketingllp@gmail.com" Please Note: Product Return Policy is NOT valid on Electric items if opened.

#### ONE PAN - ONE ID

#### DIRECT SELLER KYC - One PAN - One ID

As per clause 3.3 (b) of Direct Selling Guidelines 2016, "The details of Direct Sellers shall include and not be limited to verified proof of address, proof of identity and PAN". Sumanyu Online Marketing LLP follows the rule of one Direct selling entity one PAN number. Accordingly, one PAN number can be attached only with one entity in normal circumstances. Following steps are being followed by the Company for ensuring the KYC.

One PAN One ID: Any direct seller cannot become direct seller once again during the activeness of his business entity. The direct selling entity remains active for 2 years from the date of transaction (either purchase or commission/remuneration from Sumanyu Online Marketing LLP). After 2 years of in-activeness, the entity stands in the expired list of entities of the Company. The direct selling entity in the expired list may re-enlist as fresh business entity and his PAN number (which was earlier attached with entity expired) may be attached with the new entity. The in-active or expired business entity has the option of getting his/ her ID re-activated within 1 year of entity being transferred to expired list. He/ she shall do the same by a written request which after due diligence may be considered by an authorized Director of the company. Any such request after 1 year can be considered only in extreme cases and same to be approved in a BOARD meeting of company.



18.



#### SHIPPING POLICY

Sumanyu Online Marketing LLP has an objective to provide highest level of Direct seller/Consumer satisfaction. We ensure that the Direct seller/Consumer experience post purchase is smooth, seamless and delightful w.r.t. the quality and speed of delivery. We also keep our Direct seller/Consumer appraised about various stages of the order placed: Order Processing, Dispatch & Delivery.

#### What are the shipping charges on products?

- First order with registration Free Delivery
- All individual and team orders above ₹3000/- (D.P) Free Delivery
- All subsequent orders ₹110/- Courier Charges (All Over India)
- Additional courier charge applicable on selected pin codes (if they are belonging to ODA location)
- Courier charges are non-refundable.

How long will it take to receive the ordered products? We try to ensure that your order reaches you in the fastest time and in good condition.

It takes 5-7 working days from the day of order confirmation to deliver the products within India, given that the delivery is not delayed due to concerns raised by any governmental authority or any other entity acting on behalf of the government or acting as per the directions of the government. If in case the delivery period exceeds the stipulated time, either due to mishap or unforeseen circumstances, the Direct seller/consumer is notified regarding the same. If the Direct seller/consumer wants to accept the delivery, the order is delivered and if the Direct seller/consumer wants the order to be canceled, the refund is made directly to the Direct seller's/consumer's bank account using the same mode the payment was received and the goods are taken back by the company.

The Direct seller/consumer are advised that if the packaging is tampered with or damaged at the time of accepting delivery of the goods, they should refuse to take delivery of the package and immediately call their respective "Sumanyu" office or write an e-mail to "sumanyuonlinemarketingllp@gmail.com" mentioning the order reference number. We shall make our best efforts to ensure that a replacement delivery is sent to the Direct seller/consumer at the earliest





#### PROMOTION POLICY

As a part of normal industry practice and to promote business, Sumanyu offers various promotions from time to time. These promotions are directly related to business/ sales volumes and include gifts, domestic & foreign travels. Subsequent to the introduction of a new Section 194R by Finance Act 2022 in Income Tax Act, 1961 with effect from 01.07. 2022 which provides an obligation on the person responsible for providing any benefit or perquisite to a resident, to deduct tax at source @ 10%, whether the benefit or perquisite is in cash or in kind, Sumanyu's updated policy has two objectives. Firstly, to ensure compliance with Section 194R of the Income Tax Act 1961. Secondly, to ensure that our qualified DSAs can receive eligible gifts, undertake domestic and foreign travel or avail cash in lieu of promotion qualification in time. This policy would be applicable to all the promotions launched during the current financial year and thereafter. The salient features are:

- 1. The DSAs must avail gift, travel or cash in lieu within Six months of the closure of the promotion period. If travel is not availed, the company will deduct 10% TDS and credit the balance 90% to the DSA's bank account.
- 2. The list of qualified DSAs would be available on the company website as well as on the individual DSA's home page.
- 3. Transfer of benefit would not be allowed (except in case of blood relation, proof to be provided by the qualifier)
- 4. Consent of the DSA for gift, travel or cash in lieu would be taken and calling data would be maintained in software.
- 5. DSA opting for gift shall get their qualified gift dispatched to their address available with the company. Those opting for travel must submit a passport and any other document within the specified time.
- 6. DSA opting for gift or travel must deposit an amount equivalent to 10% of the gift/trip cost towards TDS obligation under Section 194R of the Income Tax Act 1961 in the designated bank account. TDS collected from the DSAs shall be deposited by the company with the tax authority. The company shall file the TDS return and the individual person could check the credit of TDS in his/her 26AS or Tax information Report on their login with the income tax authority.
- 7. To ensure an economical travel package, travel shall be undertaken only if the minimum number of PAX is 50 (fifty). If the number is less than 50, no tour shall be organized and the company will deduct 10% as TDS and transfer the balance amount to the DSA's bank account.
- 8. The Cost of the trip would be finalized on trip to trip basis and according to the costing for actual travel plus applicable admin expenses.
- 9. In case of a VISA refusal, the company will refund the trip amount plus the TDS amount deposited by the DSA.
- 10. In case of "NO SHOW" i.e inability of a DSA to travel after the bookings have been done, it would be assumed that the person has travelled and no further benefit would be available to the concerned DSA.
- 11. All qualifications against a particular promotion shall be closed within six months from the date of closing of the Promotion.



20.



#### 1 Appointment

Company hereby appoints Direct Seller as an independent contractor to promote, market, and sell Company's products/services in accordance with the terms and conditions of this Agreement.

#### A. Individuals

- a) Individuals aged I8 years and above can apply to be a Direct seller of the Company, 21 years in case the applicant is based in Maharashtra, at the time of application, to become a Sumanyu Direct Seller.
- b) The Company has absolute discretion to decide whether to accept or reject an application.
- c) Direct seller 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 Direct seller.
- e) Wife and husband can join the Business with their independent ID.
- f) Son or unmarried daughter of a Direct seller 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. In some special circumstances the decision of the company management will be valid.
- 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) No change in constitution of the entity (including its partners /shareholding/constitution/members/trustees etc.) shall be entertained 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. Claims) in this respect shall not be entertained after 90days from the incident of dissolution/winding up or declaration of insolvency.

#### 2 Compensation

- a) Direct Seller shall receive compensation in the form of commissions for sales achieved through their efforts, as determined by Company's compensation plan which shall be available at the website of the company.
- b) Compensation shall be paid based on the terms outlined in the Company's compensation plan and shall be subject to adjustments, deductions, or withholdings as required by law or this Agreement. The Company reserves its right to revise the rates and methods of calculating sales incentive/commission/compensation from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or fixed income to the Direct Seller. Furthermore sales incentive/commission/compensation can be achieved by the Direct Seller only on the basis of continuous augment / efforts by him/her or their network of direct sellers to promote / sell the products of the company.





- c) Bonus for all Direct Sellers is computed weekly basic (Saturday to Saturday) and payment send to his/her account till next Tuesday. Payouts will be issued by the Company to the registered Direct Sellers as per Company's policy.
- d) On receipt of weekly payout Direct Sellers should check accuracy of computation. Any queries in this respect should be made within 4 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.
- e) It is mandatory for the Direct Sellers 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 Direct Seller must mandatory provide his/her Bank Details to "Sumanyu Online Marketing LLP". In case the Direct Seller fails to provide the Bank Details, "Sumanyu Online Marketing LLP" reserves the right to withhold the bonus amount.

#### 3 OBLIGATIONS OF THE DIRECT SELLER

- 1) The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement / promise to purchase products from the Company or to become Direct Seller of the Company.
- 2) Direct Seller shall use his/her best efforts to promote the sale of products and services offered by the Company.
- 3) Direct Seller shall also provide reasonable assistance to Company in promotional activities. Direct Seller will assist the company by taking part in all promotional events; use the marketing inputs judiciously for maximizing sales of the products and services offered by the company. Direct seller shall offer accurate and complete explanations and demonstrations of products and services along with their price, payment terms, return policies etc. to a prospective consumer.
- 4) Direct Seller shall take care for all obligations; provisions terms and conditions etc. of the provisions of "The Consumer Protection Act 2019" and Consumer Protection (Direct Selling) Rules 2021 published in a Gazette Notification dated 28th December 2021, issued by the Ministry of Consumer Affairs Food & Public Distribution, Department of Consumer Affairs, Govt. of India.
- 5) The Company reserves its right to withheld / block/ suspend the rights and privileges of the Direct Seller if he / she fails to provide any details as desired by the Company from time to time.
- 6) In case the Direct Seller loses his contractual capacity due to any reason or in case of death of the Direct Seller, either his nominee or one of the legal heir with the written consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he applies in prescribed form and undertakes to abide all rules and regulations, terms and conditions of this agreement in the same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of the Seller or losing his/her contractual capacity, the Company shall be at liberty to terminate the Direct Seller.





- 7) Direct Seller shall be sole responsible for all the arrangements, expenses, permission from local authorities, complying with rules of Central Government, State Government, local body or any other Government body for the meetings and seminars or any other event conducted by the Direct Seller.
- 8) Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling products / services, or the business opportunity on any website / online portal / mobile application / online forum or any other online medium without a written consent of the Company.
- 9) Direct Seller shall at the initiation of any sale representation, truthfully and clearly identify himself / herself, disclose the identity of the direct selling entity, the address of place of business, the nature of goods or services sold and the purpose of such solicitation to the prospect; and make an offer to the prospect providing accurate and complete information, demonstration of goods and services, prices, credit terms, terms of payment, return, exchange, refund policy, return policy, terms of guarantee and after-sale service;
- 10) Direct Seller shall provide requisite document / information to the prospective consumer / consumer at or prior to the time of the initial sale about the direct selling entity and the direct seller comprising the name, address, registration number, identity proof and contact number of the direct seller, complete description of the goods or services to be supplied, the country of origin and price of the goods, the order date, the total amount to be paid by the consumer, including the consumer's rights to cancel the order or to return the product in saleable condition and avail full refund on sums paid and complete details regarding the complaint redressal mechanism of the direct selling entity;
- 11) Direct Seller shall be under obligation if required under law to obtain goods and service tax registration, Permanent Account Number registration, all applicable trade registrations and licenses and comply with the requirements of applicable laws, rules and regulations for sale of a product and also ensure that actual product delivered to the buyer matches with the description of the product given.
- 12) Direct Seller shall take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons.

#### 4 DIRECT SELLER SHALL NOT DO FOLLOWING ACTS

- 1) Direct Seller shall not visit a consumer's premises without identity card and prior appointment or approval or provide any literature to a prospect, which has not been approved by the direct selling entity or require a prospect to purchase any literature or sales demonstration equipment or in pursuance of a sale, make any claim that is not consistent with claims authorized by the direct selling entity.
- 2) Direct Seller shall not selling a product or service by misrepresenting in order to successfully complete a sale and includes providing consumers with misleading information about a product or service or omitting key information about a product or providing information that makes the product appear to be something it is not;





- 3) Direct Seller shall not indulge in fraudulent activities or sales and shall take reasonable steps to ensure that participants do not indulge in false or misleading representations or any other form of fraud, coercion, harassment, or unconscionable or unlawful means or engage in, or cause or permit, any conduct that is misleading or likely to mislead with regard to any material particulars relating to its direct selling business, or to the goods or services being sold by himself / herself or indulge in mis-selling of products or services to consumers
- 4) Direct Seller shall not use, or cause or permit to be used, any fraudulent, coercive, unconscionable or unlawful means, or cause harassment, for promoting the business, or for sale of goods or services or charge any entry fee or subscription fee from prospect.
- 5) Direct Seller shall comply with the requirements of all relevant laws, including payment of taxes and deductions thereunder and shall not induce consumers to make a purchase based upon the representation that they can reduce or recover the price by referring prospective customers to the direct sellers for similar purchases.
- 6) Direct Seller shall not promote a "pyramid scheme" or enroll any person to such a scheme or participate in such arrangement in any manner or participate in "money circulation scheme" during the business activities.

#### **5 BUSINESS EXPENSES**

Direct Seller shall bear the cost and expense of conducting its business in accordance with these terms and conditions. The company will not entertain any reimbursement on any expense made by the Direct Seller other than sales incentive earned by the Direct Seller as per the Marketing Plan / Compensation Plan.

#### **6 USE OF PERMITTED MATERIAL FOR PROMOTION**

Direct Seller shall not use any literature, etc to a prospect which has not been approved by the company.

#### 7 CUSTOMER COMPLAINTS

Direct Seller shall notify the Company of any Customer's complaints regarding either the Products or the Services immediately and forward to Company the information regarding those complaints. Failure to do so may be considered as withholding critical information from the Company.

#### **8 TERMINATION**

The company is free to review the performance of any Direct Seller at timely intervals. Any Direct Seller not performing to the full satisfaction of the company in terms of securing new orders or in compliance of company's policies and terms and conditions of this agreement is liable to be terminated.

The Company shall issue a notice to the direct seller who is found liable for termination, after 30 days of the issuance of such notice this agreement shall be terminated.





The Company shall be at complete liberty to terminate this agreement and devoid the direct sellers of their benefits, rights and privileges in occurrence of any of the following event(s):

- 1. Where a direct seller is found to have made no purchases by himself/herself of products and services for a period of 2 years since the date of joining the Company as a Direct Seller or where there is no purchases by himself/herself of products or services for a continuous period of 2 years since the date of the last purchases made.
- 2. Where a direct seller failed to comply with any terms and conditions of this agreement or violates the same.
- 3. Where information given by direct seller is found wrong/false/misleading intentionally or otherwise.
- 4. Where direct seller is convicted of an offence punishable imprisonment of whatever term.
- 5. Where direct seller resign voluntarily.
- 6. Where company deem it necessary to terminate the direct seller in the interest of company's business or in the interest of others direct sellers connected thereof including opening of new company doing the same business activities as of Direct Selling entity herein, Crossline, Joining other company by Direct Sellers or his/her family members.
- 7. Where the Direct Seller contravenes the terms and conditions of the Direct Seller Code of Conduct.

#### 9 RETURN OF MATERIALS UPON TERMINATION

All of Company's trademarks, trade names, data, photographs, literature, and sales aids, all kinds of customer related databases and any other information generated shall always remain the property of Company. Within 20 days after the termination of direct seller ship, Direct Seller shall return all such items to the company. Direct Seller shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this agreement Direct Seller shall cease to use all trademarks, marks and trade name of Company.

#### 10 JURISDICTION

The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Excluding Grievance Redressal Clause of the terms & conditions of this agreement, all Disputes, either civil or criminal in nature, shall be subject to the exclusive territorial jurisdiction at 'Gurgaon, Haryana' Jurisdiction only.

#### 11 GRIEVANCES REDRESSAL

In case of any complaint / grievance, the Direct Seller will have to inform in writing to the Company. Direct Sellers can raise complaints / grievances on the Company website. The Company Officials (Grievances Redressal Committee) shall immediately take up the matter for redressal. All disputes in relation to the products and services, Company's marketing plan, compensation plan, incentives etc. shall be heard and given a unique identification number which shall be addressed swiftly and Company shall put its best efforts in resolving it within 45 days from the date of receipt of the complete details in respect of the grievance. If the nature of the matter is such where it is not reasonable to resolve within the above mentioned time frame, the Company shall try to resolve it quickly to the best of its abilities and information of the same shall be given to the grieving person. Contact details and facility to communicate with Grievance Redressal Committee can be found on the Company's website i.e. (www.sumanyu.in).



25.

#### **NOTES & TERMINOLOGY**

- Registering with Sumnyu Company is absolutely free. Sumanyu Company does not charge any registration or membership fees from any customer.
- Team Business Compensation show daily basis and will be paid on weekly basis and calculated on the PV Value of products sold in that particular week in both verticals. The cut-off day is Saturday.
- Compensation will be given after deducting 5% admin charge & 5% TDS. If the PAN card number is wrong or the PAN number is not there, compensation will be given by deducting 20% TDS. All necessary tax deductions from your compensation depend on as per the government of Inda current laws.
- To receive Compensation, a Direct Seller should be active and qualified plan terms and conditions.
- For all the policies of the company like product return, exchange, cancellation, shipping and others, you can visit our official website www.sumanyu.in.
- Compensation will be calculated through the software system itself.
- All the pictures and examples given here are only for the understanding purpose of the readers.
- All calculations work on a proportional basis
- If a direct seller makes any promise to the customer other than the compensation plan of the company, he/she himself/herself is responsible for it or if found so, he/she can be terminated from the company without any notice.
- Disputes if any will be resolved in the legal jurisdiction of Gurugram, Haryana. courts (India) only.
- Sumanyu does not pay any type of Compensation for sheer act of building the sales team without any product sales.
- Company reserves the right to change / modify Preferred Customer Compensation as per the policies.
- Complaint or grievance, if any, will be resolved as per Grievance Redressal Mechanism provided through arbitration by the company or as per the laws of the country.
- Active Direct Seller: A direct seller who has made at least 2 PV purchases on his/her ID after registration.
- Active Business is calculated after all cancellations and refunds deducted from the current payout period
- Point Volume is referred as PV and value of 1 PV= Rs. 50/-.



# Thank's



www.sumanyu.in

# Work With Us!

## SUMANYU ONLINE MARKETING LLP

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