



RULES AND REGULATIONS

POLICIES, PROCEDURES & RULES OF CONDUCT

The rules and regulations herein seek to spell out the rights, duties and obligations of the distributors of K-LINK Healthcare India Pvt. Ltd. (Company) in course of carrying out their business with the company. The stipulated rules are also intended to promote understanding and harmony, not only between the Company and the Distributors but also between the distributors in turn.

The Policies and Procedures, Rules and Regulations and Code of Ethics as stated below will govern the day-to-day business operations of K-LINK Healthcare (India) Pvt. Ltd. vis-a-vis a distributor. The entire understanding between the Company and the Distributor is reflected by these policies and procedures along with other documents that a distributor is required to execute like the distributor application form, the products, plans & package details and the terms and conditions thereon.

The rules and regulations of K-LINK are set not to restrict the freedom of the distributors but to safeguard their interest, rights, benefits and to instill responsibilities. Distributors should understand that by complying with the Policies and Procedures and Rules of Conduct, you demonstrate that you are a responsible and an ethical person. Conversely non-compliance will result in the damage of his/her own reputation and of the Company.

All distributors are very much advised to acquaint themselves with the rules as they are expected to abide by them diligently at all times. The Company must caution that a distributor who violates the rules or any term thereof may have his distributorship terminated or cancelled by the Company. The Company also reserves the right to change the Rules, Wholly or partly as and when the Company deems proper and necessary.

To become an independent distributor and introduce various other people to the K-LINK Healthcare, building network to market the products are totally optional to a distributor. He/she is under no compulsory obligation to do so. An independent distributor must, therefore, clearly understand that he/she refers further distributors to K-LINK Healthcare solely for his/her own benefit and such benefits accrue to him/her at no extra cost paid by him/her to K-LINK Healthcare.

These policies and procedures are drawn up by K-LINK Healthcare to be effective from 1st of September, 2003 and the K-LINK Healthcare reserves its absolute right to issue additional procedures, guidelines, brochures and literatures and may also alter, modify or withdraw any such existing procedures, guidelines etc., as may be required and deemed necessary by K-LINK Healthcare from time to time. A distributor, therefore, shall have no objection whatsoever for the

above additions, alterations, modifications, introductions and changes. Some of the changes, modifications etc., may also become necessary in course of time to confirm and comply with various directives, guidelines etc., prescribed by various authorities and also the laws promulgated by any relevant regulatory authority in India. K-LINK Healthcare, however, would give proper notice to the distributors in respect of any such future change, amendments etc., in the Policies, Procedures and terms and conditions.

K-LINK Healthcare always presumes and a prospective distributor always confirms that before he/she expresses his/her desire to become a distributor of K-LINK Healthcare, he/she must read and clearly understand the policies, procedures and the terms and conditions etc., of the K-LINK Healthcare governing his/her distributorship.

PRODUCT QUALITY GUARANTEE

K-LINK is committed to provide quality products at low cost. The Company shall replace defective or damaged products sold to distributors or customers. However this guarantee does not cover tampered, contaminated, misused or expired products, so long as the customer produces sufficient evidence. K-LINK will meet the demand for replacement of products. However the customer must present the purchase receipt along with the returned goods to the distributors from whom he/she had purchased the products who in turn will submit the returned goods together with the original receipt and the duly filled form to the Head office.

PRODUCT GUARANTEE AND BUY BACK POLICY

1. K-LINK guarantees retail Customers and Distributors a refund or replacement of products sold within a period of 30 days from the date of purchase if the customer/ distributor is not satisfied with product or it is found defective due to manufacturing.
2. According to the product guarantee, the appointed distributors who receive any defective goods have to return the goods to the head office. Depending on the situation a decision shall be made by the head office to refund or replace the goods.
3. The following chart depicts the line of responsibility for our product guarantee: Customer > Distributor > Leader in Manager & above rank > K-LINK.
4. K-LINK's product guarantee and buy back policy takes effect from the date of purchase by the distributor for a valid period of 30 days. Beyond this period the Company bears no responsibility.
5. Upon request of refund for the returned goods, the Company shall deduct the taxes and duties paid for the product and refund the balance amount to the Customer or distributor.

APPLICATION OF DISTRIBUTORSHIP

1. An applicant holding Indian citizenship of age 18 years and above are eligible to apply for the distributorship.
2. An applicant who wanted to become a K-LINK distributor, should start their registration through online new member registration after accepting the Rules and Regulations, Policies and Procedures and Code of Ethics of K-LINK Healthcare India Pvt. Ltd., and will abide by them.
3. The Company has the right to reject any application without any explanation.
4. K-LINK distributors are not employees, agent or representatives of the Company.
5. The applicant's sponsor must be an existing distributor of the Company.
6. The right to the distributorship solely belongs to the distributor and should not be shared with any other person except his/her spouse.
7. All applicants must upload all documents (ID proof, Address proof, & Bank details to the company for processing/ Enrolment in online registration).
8. Should an applicant decide not to pursue the distributorship he/she may write a letter to the Company for processing appropriate action.

METHOD OF PURCHASE

1. Distributors must purchase K-LINK's product from the Company/ Masterstockist / Superstockist / Stockist / Dealer Outlet / Mobile Stockist / Mobile App Shopping.
2. All transactions should be paid by DD / Cash/ card payment/ Net transfer/ UPI payment. Distributors must demand a receipt for their purchase.
3. Distributors are not allowed to sell or distribute K-LINK's products overseas, unless prior written approval is obtained from the Company.
4. The Company does not sell its products to non K-LINK distributors.

PRODUCT PRICING

1. The company shall fix all retail prices of K-LINK products.
2. Distributor must not engage in under cutting or overcharging of PRICE to the Customers. This is an unethical conduct and the Company reserves the right to terminate the distributorship or take legal action against the offender.
3. A distributor must not organize his / her own sales promotion or make special offers for products unless written approval has been obtained from the Company.
4. A distributor must not sell the product with expired shelf life.

DISTRIBUTOR CODE OF ETHICS

Every distributor who launches his / her direct selling business in K-LINK should abide by the K-LINK's distributors Code of Ethics that aims to establish or enhance the reputation and image of the Company.

K-LINK reserves the right to terminate the distributorship if any distributor found to breach its Code of Ethics or violate from the adherence to its Policies & Procedures and Rules & Regulations.

K-LINK'S CODE OF ETHICS

1. A distributor must strictly abide by the principle of honesty, trustfulness and etiquette & to promote a culture of love and care adopted by K-LINK and to realize the Company's vision of going Global as reflected in our motto – "Your Global Link".
2. A DISTRIBUTOR should not resort to unethical means in conducting direct sales and from damaging the company or its distributors.
3. A distributor shall not in any manner solicit any business from a prospective purchaser to whom another distributor of the Company is Marketing or is already in negotiation. If such facts come to the knowledge of the company, the benefits of the efforts of the defaulting distributor would be automatically transferred to the original distributor who has first approached the customer. Any distributor in this regard cannot dispute the decision of the Company.
4. A distributor must be sincere when presenting K-LINK's Marketing Plan to friends and be committed to achieve sales target.
5. A distributor should not criticize or pass slanderous remarks on other Companies or distributors.
6. A DISTRIBUTOR must be loyal to the Company.
7. A distributor must abide by the retail price set by the Company and should not resort to price undercutting for achievement of personal benefits.
8. It is forbidden to use the Company's resources to conduct any business that competes with K-LINK.
9. Be committed to the image building of K-LINK and strive to fulfill the needs of customers and associates in order to achieve customer satisfaction with the Company and its products and services.

RESPONSIBILITY OF A DISTRIBUTOR

1. A distributor is not allowed to use the word 'Employee' or 'Agent' of K-LINK in his/her personal printed materials.
2. A distributor is not allowed to claim that he/she owns or has the right to distributorship to any region.
3. A distributor must keep a record of his/her annual report to the Income Tax department and pay own Income Tax.
4. A distributor must not stock up inventory for the purpose of gaining his / her bonus or promotion.
5. Upon closing a transaction, the distributor must present a receipt to the customer.
6. Distributors must foster friendship and harmony among each other and help to promote the Culture of Loving and Caring.
7. A distributor should not participate in any other similar competitive business, which may attract appropriate disciplinary action by the company.

RESPONSIBILITY OF A DISTRIBUTOR IN PROMOTING PRODUCTS

1. A K-LINK distributor must be honest in promoting K-LINK products and marketing plan and must not resort to profiteering.
2. A K-LINK distributor must explain clearly to his/her customers that the Company's marketing plan is based on the sale of products and does not depend on unrealistic means to profiteer. Hence a distributor must work in promoting the sale of the products in order to make profits and develop a visible sales network.
3. A distributor must not alter the contents of K-LINK product catalogue and misrepresent the specifications or overstate the value and quality of any product. A distributor shall be held responsible and must compensate to the Company for any damage to its reputation or financial losses arising from the legal actions taken on such malpractices.
4. A distributor must promote K-LINK products according to the Company's written specifications. He/she is not permitted to amend or overstate the facts.
5. A distributor **MUST NOT CLAIM OR ADVERTISE** the K-LINK products as **MEDICINES** which can treat or cure any disease and any one found doing so will be terminated.

PRODUCT DISPLAY AND PACKAGING

1. A distributor is not permitted to repack or add trademarks to K-LINK products.
2. K-LINK products must be sold in its original packaging.
3. A distributor is not permitted to sell or display K-LINK products and products literature in any Retail Outlets or Stalls.
4. A distributor must not display or sell its products at any exhibitions or trade fair without written approval from the Company.

BONUS PAYMENT

1. The calculation of Bonus payment is based on the Business value (BV) of K-LINK products.
2. The Bonus payment shall be paid to the distributors on the 25th day of the following month. Year end bonus shall be paid on the month of March of the following year.
3. Any payment of commission to a distributor would be subject to deduction of tax at source at applicable rates as per applicable laws for the time being in force.
4. Since the Marketing Plan of the Company is subject to change at the discretion of the Company, the commission payable to a distributor may, therefore vary. If any changes effected by the Company in between, the distributor shall not have any objection to that.
5. A distributor, on receipt of the commission statement, must verify the accuracy of the statement and in case of any discrepancy must bring to the notice of the Company within two days from the receipt of the commission.
6. All purchase receipt that does not bear the correct ID number of the respective distributor will not be included for the monthly Bonus calculations.
7. The Bonus amount will be transferred to their bank account given by distributors.

ADVERTISEMENT AND USE OF TRADEMARKS

1. A distributor is not allowed to advertise K-LINK products or its Marketing plan without written approval from the Company.
2. A distributor is not allowed for private use of the name and registered trademarks of K-LINK products or any symbols representing K-LINK or its product except for the printed material provided by the Company.
3. When a distributorship is terminated or cancelled, he/she must stop using K-LINK business name, trademarks, logos, symbols or any printed material of K-LINK products.

SPONSORSHIP RULES

1. A distributor is not allowed to change sponsor.
2. A distributor is allowed to maintain only ONE account. The Company has the right to cancel any other account maintained by the distributor.
3. Distributor who voluntarily surrenders his/her account can reapply to be a distributor again after 6 months only (which will be entertained by the Company only after proper review at company's discretion).
4. The spouse of a distributor can be a distributor. The sponsor must be his wife or her husband and not allowed to be sponsored in other groups.
5. If two distributors get married they can select to
 - a. Maintain their respective groups of downlines independently
 - b. Give up one of the distributorship to jointly operate as a single distributorship. In this case the abandoned group of down lines will continue with its original place of operation.
6. In the event of divorce a joint distributorship will then be settled in accordance with their divorce agreement or the court's ruling.
7. If any Distributor is found to violate any of the above Sponsorship Rules, K-LINK will seek appropriate action to transfer the benefits to the other distributor (in case of joint distributorship under sub-Rule 5.b. or sub-Rule 6 above) or to his/her up lines (in case of singular distributorship).

TRANSFERS OR SALES OF DISTRIBUTORSHIP

K-LINK does not Allow/Permit the transfer of sales of distributorship in any form to prevent distributors from seeking personal benefits.

CANCELLATION/TERMINATION/DEATH OF DISTRIBUTOR

1. If a distributor does not purchase 100BV worth of products (in a single purchase in any calendar month) within a period of 24 months, his/her distributorship will be automatically cancelled. A new application is required if he/she intends to continue his/her distributorship.
2. Any distributor who does not comply or who violates any Policies, Procedures, Rules and Regulations, Code of Ethics, K-LINK reserves the right to terminate or cancel his/her distributorship and seek compensations through legal actions.
3. A distributor may write or notify his/her intention to withdraw his/her distributorship. In this case, his/her down lines will be automatically transferred to his /her sponsor.

4. A distributor who voluntarily surrenders or is terminated by the Company may reapply for distributorship, 6 months later. The company reserves the right to approve or reject the application.
5. A distributor who has surrendered his/her own distributorship is not allowed to engage in any direct selling activities of K-LINK for six months.
6. Upon termination or cancellation of distributorship, a distributor is no longer entitled to any privilege or benefit that he/she enjoyed previously from K-LINK.
7. A distributor who is previously terminated and successfully reapplied to be a distributor will no longer be entitled to the rights and benefits of his/her previous down lines. He/she has to redevelop a new network.
8. In the event of death or disability of a distributor which prevents the distributor from performing his distributorship duties, K-LINK will transfer his/her network and all benefits to the person appointed by him/her as the legal beneficiary.
9. A distributor will be terminated if he fails to tender the company in time the orders obtained and the payments collected from prospective purchasers/ distributors.
10. A distributor will be terminated if any incorrect representation or warranty made or given by him/her which in the opinion of the company is prejudicial to the interest of the company.
11. A distributor will be terminated if he/she is adjudicated as bankrupt or convicted for criminal charges.
12. A distributor will be terminated if he/she breaches the company's policies and procedures and the Code of Conduct.
13. A distributor will be terminated if he/she engages directly and/or indirectly in any business activity that competes or conflicts with the interest of the company.
14. A distributor will be terminated if he/she collaborates in any manner with any competitor or adversary of the Company.

The distributor in violation or default shall be issued a "show cause letter"& such distributor will be given fourteen (14) working days to respond to the allegations / charges against him and explain his / her position. If the distributor fails to respond within the stipulated time or if his/her explanation is found unsatisfactory, the Company shall take appropriate action against him/her including termination of his/her distributorship and other legal remedies as the Company may be entitled to. Upon termination of this distributorship the distributor shall forthwith.

a. Cease to procure any order for the products of the company and refrain from transacting any business on behalf of the company.

Pay all sums collected from the prospective purchasers to the Company, deliver the products to all purchasers for whom the distributor has collected the product from the company for onward delivery. Pay the company all claims and damages as may be legally payable by the distributor.

IN THE EVENT OF TERMINATION OF THE DISTRIBUTOR

- a) The Company shall in addition to any other rights or remedies whatsoever, be entitled at any time and from time to time at its absolute discretion, publish or cause to be published in any one or more newspaper any number of notices on such manner as the Company shall consider appropriate, revoking the distributorship.
- b) The costs and expenses of any such advertisement or notices shall be recoverable from the distributor as a debt and payable to the company provided always that not such publications or notice shall discharge, diminish, or affect any manner the distributor's liabilities to the Company. In the event of termination the terminated distributor agrees to immediately cease to be a distributor of the company and the terminated distributor's downlines will roll up to his immediate upline. On termination, any commission if payable by the company to the distributor would be paid to the distributor as a net of all claims of the company and only against the submission of 'NO CLAIM' confirmation letter from the distributor.

WAIVER

In the event the K-LINK does not exercises its rights in time to act on Policies, Procedures, Rules, Regulations and Code of Ethics, it shall not constitute waiver for rights to act. Only a written notice from the Company to a distributor constitutes waiver of rights to pursue the matter.

DISPUTES

1. The Company reserves the right to resolve in any way it deems fair and just any dispute arising between two distributors.
2. In the event that two distributors claim to be the sponsor of a new distributor the first application received by the Company shall be considered the legitimate application.
3. The Company does not approve of 'Poaching'. 'Poaching' refers to the recruitment of distributors from another group or sponsoring the spouse of a distributor who belongs to another group.

INVALIDITY / SEVERABILITY

If any provision or undertaking of this document is declared void, voidable, bad at law or otherwise unenforceable or indications of that effect are received, the distributor agrees that such provision or undertaking may be amended in such reasonable manner so as to achieve the intention of the parties hereto or it may be severed from this document.

The invalidity or unenforceability, in whole or in part, of any provisions, terms, or conditions shall not affect the validity or enforceability of the remainder of such provisions, term or condition or of any other provision, term or condition.

NOTICES

Any further Directive, Rules, Policies or Procedures which may be issued by the Company from time to time shall be deemed to have been sufficiently given to and served on the distributor by the Company by placing a copy of such Directives, Policies or Procedures on the Notice Board at the Company's Principal Office and shall be read together with and deemed to be part of the Policies & procedures and any breach thereof shall be deemed to be a breach of the Policies & Procedures.

A distributor permanent address will be their registered address. For all-purpose the communication address of the distributor would be the address for communication. Distributors are expected to provide their e-mail ids to enable the company to send communication via e-mail services. Distributor is required to intimate the company promptly any change in the registered address, communication address, phone number or email id.

AMENDMENTS

The Company reserves the right to add, delete or amend without prior notice the above rules as and when deems appropriate or necessary.

TIME & PAYMENT

Time wherever mentioned herein and payments shall be deemed to be the essence of the understanding between the company and distributors.

GENERAL

The distributor hereby agrees, confirm and covenant that Strict confidentiality shall be maintained by him/her with regard to the information received in respect of the company including its products, marketing and other strategies, other distributors, other business associates of the company. During the term of his/her distributorship with the company and one year thereafter not to engage in such relationship, occupation or any other business activities which is directly related to and similar to the business in which the company is now involved or becomes involved during the term of his/her distributorship, nor will be engaged in any other activities which conflicts, with his/her obligations with the company. He/she shall also not involve himself/herself during the term of his/her distributorship and one year thereafter in any activities, which would amount to competition to the business of the company or help in any manners the competitor(s) of the company. During the term of his/her distributorship with the company and one year thereafter he/she will not without the company's expressed written consent either on his/her own behalf or on behalf of another (1) contact or solicit employees of the company for the purpose of hiring them (2) hire company's employees or (3) solicit business for any competitors of the company.

INTERPRETATION

In these policies & procedures, where the context so admits:

1. Words importing the masculine gender shall include the feminine and vice versa.
2. Words importing the singular number shall include the plural number and vice versa.
3. Unless repugnant to the context the word COMPANY shall mean K-LINK Healthcare (India) Pvt. Ltd.

THE DISTRIBUTOR COVENANTS TO THE COMPANY TO:

1. Study and comprehend the product Manual, Policies and Procedures and other Terms & Conditions governing the distributorship and business of the company.
2. Encourage and ensure that all distributors sponsored by him/ her and his/ her downlines to do the same and to assist and guide them.
3. Be conversant with the rules & regulations of the Company to explain details of the operational process to prospective purchasers / distributors to enable them to make an informed decision.
4. Present the company product and business opportunity ethically and professionally without misleading or exaggerating or misrepresenting.
5. Inform the customer of the rights and benefits attached to the purchase of the products.
6. Maintain strict confidentiality with regard to information received from purchasers / Prospective distributors.
7. Not to use the Company's Name Logo, stationery, premises etc for any purpose other than for the promotion of the Company's business as permitted by the company.
8. Indemnify and keep indemnified the Company against all claims, actions, proceeding damages, costs, expenses and any other loss arising from any omission, negligence, default or misconduct etc., of the distributor.
9. Abide by and adhere to the Policies and Procedures, Code of Conduct and Ethics & Direct Selling Guidelines 2016.

INTERPRETATION AND GOVERNING LAW

The policies and procedures of the company are to be construed and interpreted in accordance with the laws of the Union of India.

ARBITRATION

Any dispute arising between a distributor and the company in respect of the company's policies and procedures, Terms and conditions of the distributorship or any other activity of the distributor company shall be resolved under the Indian Arbitration and condition Act, 1996 by a sole Arbitrator to be appointed by the company. The award given by the sole Arbitrator shall be final and binding on both the parties. The arbitration award shall be in English language and the Arbitration proceedings would be held at Chennai. The courts in Chennai alone shall have competent jurisdiction.

SPECIAL NOTE

Distributors are expected to provide their e-mail ids to enable the company to send communication via e-mail service.

DECLARATION:

I have read the Rules and Regulations, code of Ethics, policies and procedures of K-LINK & Direct selling guidelines 2016 (www.consumeraffairs.nic.in) and understood the same clearly. I hereby agree to abide by the code of ethics of distributorship, Rules and Regulations, policies and procedures & Direct selling guidelines 2016 as set forth in this form or amended by K-LINK vide any circular that may be circulated from time to time.

Applicant's Signature:

Date: