

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE MAKING ANY INVESTMENT

The Spectrum Marketing and Services Pvt. Ltd. ("The Company"), welcomes investors to participate in its Agricultural Mega Projects through subscription to Non-Convertible Debentures ("NCDs") issued by the Company. By investing in the NCDs, you ("The Investor") acknowledge and agree to be bound by these Terms and Conditions of Investment as well as all applicable laws and regulatory requirements. By proceeding with an investment, you confirm your acceptance of these Terms and Conditions and join us in our vision of advancing agricultural innovation and growth.

These terms and conditions governing the investment opportunities offered by the Company through its agricultural mega projects. All investments are made strictly under the supervision of and in compliance with the Ministry of Corporate Affairs ("MCA") and are subject to the laws of India. Participation in this scheme constitutes the investor's acknowledgment and acceptance of the terms herein.

1. The Company has established large-scale agricultural mega projects and hereby invites individuals and potential investors to participate by investing in the future of sustainable agriculture with the opportunity to earn optimized investment returns on their investments while securing attractive and assured financial growth.
2. All investments shall be regulated and supervised under the applicable provisions of the Ministry of Corporate Affairs ("MCA"). For every investment made, the Company shall issue Non-Convertible Debentures ("NCDs") with a tenure extendable up to a maximum period of **eighteen (18) months**. The permissible investment range shall be a minimum of **INR 10,000 (Rupees Ten Thousand Only)** and up to a maximum of **INR 1,00,00,000 (Rupees One Crore Only)** against each NCD issued.
3. On every investment made, the Company shall provide to the Investor a fixed return calculated at the rate of 6.5% (Six and half Percent) per month on the principal investment amount. Unless otherwise directed by the Investor in writing at the commencement of the investment, the accrued interest in a quarterly compounding cycle shall, by default, be disbursed at the end of the term.

Notwithstanding the above, it shall be the sole and exclusive discretion of the Investor to determine the preferred mode of interest receipt, electing either of the following options:
 - (a) To receive the interest amount by way of monthly payouts during the subsistence of the investment tenure, thereby ensuring a regular periodic income stream; or
 - (b) To receive a one-time cumulative settlement, comprising the aggregate of all accrued interest together with repayment of the principal investment amount, upon completion of the full eighteen (18) months term of the investment.
4. The election made by the Investor at the inception of the investment shall remain binding for the duration of the investment tenure, unless expressly modified with the prior written consent of the Company.
5. Every investment made under the issuance of Non-Convertible Debentures ("NCDs") shall be subject to a minimum lock-in period of six (6) months, commencing from the date of issuance of the respective NCD.
6. However, the Investor shall remain entitled to receive interest payouts, in accordance with the chosen disbursement option, commencing from the thirty-first (31st) day of such investment.
7. During the lock-in period, withdrawal of the principal investment amount shall be strictly prohibited under any circumstances. However, the Investor shall remain entitled to receive interest payouts.
8. That upon the successful completion of the mandatory lock-in period, the Investor shall, at their sole discretion, be entitled to redeem either the entire investment or any part thereof, inclusive of principal and accrued interest, as per individual requirements. Such redemptions may be requested through both online and offline channels, and the Company undertakes to process and disburse the requested amount within two (2) working days from the date of receipt of the withdrawal request.

9. In the event of an early withdrawal of the principal investment amount, whether partial or full, prior to the completion of the agreed investment tenure, the Investor acknowledges and agrees that all such withdrawals shall be subject to applicable statutory levies, including but not limited to short-term capital gains tax, surcharges, cess, and any other duties or charges as may be imposed by the Government of India or other competent regulatory authorities from time to time. The liability to discharge such tax obligations shall rest exclusively with the Investor.

10. Additionally, the Company shall levy a charge equivalent to two percent (2%) of the withdrawal amount towards administration and maintenance of the investment platform. Such charges shall be deducted at source from the redeemable amount prior to disbursement to the Investor.

ASSOCIATE PARTNER TERMS AND CONDITIONS

These Terms and Conditions ("Terms") shall govern the rights, obligations, and entitlements of all Members joining the organization. By enrolling as a Member, each individual expressly agrees to abide by the following provisions:

1. All members shall be subject to these Terms and Conditions, which govern their eligibility, activation, advancement, and entitlements within the organization. The Company mandates that no joining fee shall be payable by any member at the time of membership. Activation of membership is expressly conditional upon the completion of mandatory (KYC) requirements. Any failure to upload, or any deficiency in, KYC documentation that renders the same unrecognizable shall result in the applicant's identification remaining inactive until such time as the requisite compliance is fulfilled.
2. A member shall achieve "**active**" status only upon completion of a qualifying self-investment or direct business transaction amounting to not less than ₹20,000. Upon satisfaction of this requirement, the individual shall be recognized as an "Executive Partner" and eligible for such business commissions and rewards as may be provided for that designation and for further advancement in accordance with these criteria.

Membership Ranks and Entitlements

I) Executive Partner

A Member shall be elevated to the rank of **Executive Partner** upon fulfilling either of the following conditions: (i) making a self-investment of not less than ₹20,000 (Rupees Twenty Thousand Only), or (ii) generating self-business equivalent to the said amount. Upon attaining this status, the Member shall be entitled to receive business commissions accruing from both personal efforts and a downline team extending up to four levels. In addition, the Executive Partner shall qualify for periodic rewards and incentives as may be declared and disbursed by the Company from time to time, on the basis of both self-business and team performance.

II) Junior Associate

The designation of **Junior Associate** shall be conferred upon any Member who establishes an active team comprising not less than ten members, out of which at least three must be direct downline Members. A Junior Associate shall be entitled to business commissions covering up to seven levels of the downline structure, together with rewards, bonuses, and other incentives as may be declared by the Company periodically.

III) Senior Associate

A Member shall be elevated to the position of **Senior Associate** upon achieving an active team strength of not less than thirty members, including a minimum of five direct downline Members, and upon ensuring that the cumulative team business volume is not less than ₹10,00,000 (Rupees Ten Lakhs Only). A Senior Associate shall be entitled to receive commissions on business generated across seven levels of the downline, intermittent rewards and incentives declared by the Company, and a fixed monthly remuneration of ₹6,500 (Rupees Six Thousand Five Hundred Only).

IV) Junior Promoter

A Member shall qualify for the status of **Junior Promoter** upon establishing an active team of not less than one hundred twenty members, inclusive of at least seven direct downline Members, and achieving a cumulative business volume of not less than ₹50,00,000 (Rupees Fifty Lakhs Only). A Junior Promoter shall be entitled to receive business commissions across seven levels of the downline structure, periodic rewards and incentives as may be announced by the Company, and a fixed monthly remuneration of ₹15,000 (Rupees Fifteen Thousand Only).

V) Senior Promoter

The designation of **Senior Promoter** shall be accorded to a Member who successfully maintains an active team strength of not less than two hundred members, with a minimum of ten direct downline Members, and further secures a cumulative team business volume of not less than ₹3,00,00,000 (Rupees Three Crores Only). A Senior Promoter shall be entitled to receive commissions across seven levels of the downline structure, rewards and incentives periodically declared by the Company, a fixed monthly remuneration of

₹40,000 (Rupees Forty Thousand Only), together with an additional commission at the rate of 0.25% on the aggregate business volume generated by the downline team across all levels.

VI) *Star Promoter*

At the highest tier, the designation of **Star Promoter** shall be reserved for a Member who maintains an active team strength of not less than five hundred members, inclusive of at least ten direct downline Members, and ensures that the overall cumulative business volume is not less than ₹20,00,00,000 (Rupees Twenty Crores Only). A Star Promoter shall be entitled to receive commissions across seven levels of the downline network, rewards and incentives as declared by the Company, a fixed monthly remuneration of ₹1,00,000 (Rupees One Lakh Only), and an additional commission at the rate of 0.25% on the total business volume generated across all downline levels.

Here is a systematic table summarizing the member roles and their respective business criteria and entitlements

<i>Position</i>	<i>Minimum Active Team Size</i>	<i>Minimum Direct Downlines</i>	<i>Minimum Team Business Volume</i>	<i>Fixed Monthly Remuneration</i>	<i>Commissions and Rewards</i>
Executive Partner	N/A	N/A	Self-Investment of ₹20,000	N/A	Entitled to business commissions on self and 4 levels downline; rewards as announced by Company
Junior Associate	10	03	₹20,000 or above	N/A	Eligible for business commissions on 7 levels; rewards as announced by Company
Senior Associate	30	05	₹10 Lakhs	₹6,500	Business commissions on 7 levels; periodic rewards
Junior Promoter	120	07	₹50 Lakhs	₹15,000	Business commissions on 7 levels; periodic rewards
Senior Promoter	200	10	₹3 Crores	₹40,000	Business commissions on 7 levels; periodic rewards; plus 0.25% of total downline business
Star Promoter	500	10	₹20 Crores	₹1,00,000	Business commissions on 7 levels; periodic rewards; plus 0.25% of total downline business

Note: All commissions and fixed remunerations shall remain strictly subject to the policies of the Company, the eligibility criteria for the relevant rank, and such notifications as may be issued by the Company from time to time. The Company expressly reserves the absolute right, at its sole discretion, to amend, modify, alter, suspend, or withdraw any such commissions, remunerations, or related entitlements at any time whatsoever, without prior notice, and in accordance with its prevailing policies.

COMMISSION STRUCTURE

PART A- Commission Structure

<i>Level</i>	<i>Instant Business Commission</i>	<i>Monthly Recurring Commission</i>
Level 1	7%	1.0%
Level 2	3%	0.8%
Level 3	2%	0.7%
Level 4	1%	0.6%
Level 5	1%	0.5%
Level 6	0.5%	0.4%
Level 7	0.5%	0.3%

PART B- Terms

Every Member shall be entitled to receive commissions solely in accordance with the Commission Structure determined by the Company. The said entitlement shall arise only upon the successful generation and realization of business volume duly recognized by the Company.

1. Instant Business Commissions

Members shall be eligible for instant business commissions at the following rates: seven percent (7%) on Level One, three percent (3%) on Level Two, two percent (2%) on Level Three, one percent (1%) on Level Four, one percent (1%) on Level Five, zero point five percent (0.5%) on Level Six, and zero point five percent (0.5%) on Level Seven.

2. Monthly Recurring Commissions

Members shall further be eligible for monthly recurring commissions at the following rates: one percent (1.0%) on Level One, zero point eight percent (0.8%) on Level Two, zero point seven percent (0.7%) on Level Three, zero point six percent (0.6%) on Level Four, zero point five percent (0.5%) on Level Five, zero point four percent (0.4%) on Level Six, and zero point three percent (0.3%) on Level Seven.

3. Accrual and Disbursement

All commissions shall accrue strictly upon the confirmation of business volumes as validated by the Company. Commissions so accrued shall be subject to a mandatory deduction of two percent (2%) towards administrative charges. The net payable commission shall be disbursed within a maximum of two (2) working days from the date of a valid withdrawal request, subject to the Member's compliance with all applicable conditions.

4. Non-Carry Forward Condition

Any commission which is not accrued, earned, or qualified in a particular month shall automatically lapse at the end of that month and shall not be carried forward to any subsequent month. No claim or entitlement shall arise in respect of such lapsed commissions.

5. Taxes and Statutory Deductions

All commissions shall be paid net of applicable taxes, levies, or statutory deductions as prescribed under law. The Member shall remain solely responsible for fulfilling their respective tax obligations arising out of such commission earnings.

6. Company's Right to Modify

The Company reserves the unfettered and absolute right, at its sole discretion, to amend, revise, modify, suspend, or withdraw the commission rates, structure, or eligibility criteria at any time whatsoever, without prior notice. Further for Pre Mature withdrawal no recurring commission is incurred and same applied for the partial pre mature withdrawal also. Members shall have no vested right to challenge, contest, or dispute such modifications.

7. Final Authority

No commission shall be deemed as earned, vested, or payable until the same has been duly approved and declared by the Company. The decision of the Company in this regard shall be final, binding, and conclusive on all Members.

GENERAL OBLIGATIONS AND PROVISIONS

1. All positions within the organizational hierarchy shall be attainable strictly upon the one-time and complete fulfillment of the position-specific eligibility criteria as prescribed and determined by the Company. Upon elevation to any higher position, only those direct team activations that occur in subsequent months shall be taken into consideration for the purpose of evaluating eligibility for position-based rewards and benefits, which shall also include the Member's own self-activation. It is expressly stipulated that all positions must be attained exclusively through self-business or self-investment of not less than ₹20,000 (Rupees Twenty Thousand Only) per month in order to qualify for entitlement to direct business commissions and related benefits.
2. Members shall be entitled to receive business commissions and rewards strictly upon the completion of the prescribed contractual term associated with each position. No entitlement shall accrue prior to such completion. It is further clarified that if a Member fails to accrue commission or qualify for rewards in any given month, such commission or entitlement shall lapse absolutely and shall not be carried forward, transferred, or adjusted against any subsequent month or future period. All commissions shall be disbursed in accordance with the prevailing policies and procedures of the Company, and any request for withdrawal from the designated wallet shall be processed within a maximum period of two working days from the date of such request.

3. In the event of any grievance, procedural difficulty, or dispute arising in relation to positional advancement, commission entitlement, or processing thereof, every Member shall retain the unqualified right to lodge a formal complaint within the grievance redressal mechanism of the Company. The Company shall ensure that all such complaints are dealt with promptly, fairly, and in good faith. For avoidance of doubt, in cases of uncertainty, ambiguity, or the need for clarification concerning the interpretation, calculation, eligibility, or disbursement of any commission, reward, or position-based remuneration under these Terms, Members shall be obligated to seek guidance and clarification from their immediate senior leader prior to taking any action or making any assumption.
4. Further, it is clarified that all commission and reward disbursements shall be subject to a deduction of two percent (2%) of the payable amount towards administrative and processing charges, which deduction shall be effected prior to the release of any payment to the Member and Investor.

REWARD CONDITIONS AND CRITERIA

I) Self-Business Reward

In respect of self-business rewards, a Member shall qualify only upon achieving the prescribed target criteria within the stipulated time frame as notified by the Company. Where multiple target levels are achieved, only the highest reward applicable to the relevant achievement shall be granted, and no Member shall be entitled to claim more than one reward for the same qualifying period.

II) Team Business Reward

In respect of team-business rewards, eligibility shall likewise be contingent upon fulfillment of the stipulated target criteria within the prescribed time frame. For the avoidance of doubt, qualification under this category shall require that such business targets are achieved through a minimum of two legs. In calculating the fulfillment of one hundred percent (100%) of the reward target, not more than thirty percent (30%) of the required business accumulation shall be attributable to any single additional leg, and the remaining percentage must be derived from other legs in compliance with this criterion.

III) Cumulative Business Reward

For the purposes of cumulative business rewards under the Phase II Business Plan which will remain active from 01.09.2025 till 01.06.2026; qualification shall be determined strictly in accordance with the principle that not more than thirty percent (30%) of the required business volume may be contributed by the strongest leg, while the remaining seventy percent (70%) must be derived collectively from all other downline legs. No cumulative reward shall accrue, vest, or be deemed payable unless this ratio is duly satisfied in its entirety and in strict conformity with the policies of the Company.

All rewards, whether self-business, team-business, or cumulative business, shall be awarded strictly in accordance with the criteria expressly set out herein and such further notifications or directions as may be issued by the Company from time to time. Members seeking clarification or interpretation of these provisions shall be required to consult their immediate senior leader before acting upon or presuming eligibility for any such reward.
