

VANIGAM ELITE MEMBER GUIDELINE POLICY- 2024

Vanigam Elite:

Vanigam elite is a platform to connect the elite business people across world to share business, knowledge and help each others. The core value of our Vanigam Elite is "Connecting Business People Globally" Entrepreneurs who are offering quality product & services are able to join as members and grow their business as well as others.

Vanigam Elite Guidelines:

This membership guideline governs the Membership with Vanigam Elite .The membership guidelines shall be binding on all Members during their Membership with Vanigam Elite. These guidelines are subject to amendments or modifications from time to time. Any such change shall take effect from such effective date as notified by Vanigam Elite.

1. Franchisee Chapters:

- 1.1 Vanigam Elite have 2 Group. 1. Vanigam Elite International (HO Operate) & 2.Domestic group (Franchisee operate) Membership will be given to the business people those who are meeting the eligibility criteria will have an access to all the Elite members in a country.
- 1.2 Domestic Meeting will conduct Franchisee, Online Meeting conducted through online platform from India. Vanigam shall always be recognized as an entity having operations only in India. For all purposes, the overseas Members shall be treated as Online Members only.
- 1.3 Vanigam shall not be deemed to have place of business in any country other than India. All the transactions, meetings shall be deemed to have originated and conducted from India.
- 1.4 No Member in an overseas location shall be identified or claim as an organizer or office bearer of Vanigam Elite (Except Elite franchisee & Franchisee Office bearers)

2. Member Eligibility:

- 2.1 High Net worth individuals (HNI) or High turnover business owners or Celebrities / VIP / VVIP shall be eligible to become a Member of Vanigam Elite and business entities shall not be eligible for Membership.
- 2.2 Individual who intends to represent a profession or classification shall have it as his/her primary occupation and not as apart-time occupation or business.
- 2.3 Individual intending to become a Member shall be a business owner with not less than one year experience in the relevant profession or classification. Membership is restricted to business owners only. Employees are not eligible for Membership in Vanigam.
- 2.4 Individual shall have completed the age of 21 years
- 2.5 Individual should not have been declared as an insolvent, person of unsound mind, convicted for any offence.
- 2.6 Individual shall attend not less than one meeting before acquiring Membership.

3. MEMBER OBLIGATIONS

- 3.1 Member shall strictly adhere to Code of Conduct for Members as stipulated by Vanigam Elite from time to time.
- 3.2 A Member shall attend minimum number of meetings as stipulated by Vanigam Elite from time to time, to retain the Membership.
- 3.3 Member shall maintain the minimum number of referrals, as fixed by Vanigam Elite from time to time, to retain their Membership.
- 3.4 Members shall actively participate in activities conducted through online platform of Vanigam Elite
- 3.5 Member shall update their business developments in Vanigam Elite mobile app or Excel
- 3.6 Member shall pay the Member fees properly and without any delay or demur.

4. CODE OF CONDUCT

- 4.1 Member shall strictly adhere and bound by the code of conduct as stipulated by Vanigam Elite from time to time.
- 4.2 Member shall be required to uphold Vanigam Elite core values such as transparency, integrity, discipline and compliance with applicable law.
- 4.3 Member shall not engage in discrimination on the grounds of race, religion, language and other grounds and shall respect every country, religion, culture, values and beliefs without any bias and compromise.
- 4.4 Members shall not discuss politics, religion, other forum information and other subjects irrelevant to business networking.
- 4.5 The Member shall not carry on Multilevel Marketing [MLM], crypto currency trading-Bitcoin, Chit Funds, Ponzi schemes, Any Investments, or any other businesses which are prohibited by law. (These categories Not Available in Vanigam Elite)
- 4.6 Member shall not send spam or irrelevant messages, unrelated advertisements & marketing materials in Vanigam Elite platforms and communication groups.
- 4.7 Member shall not invite or solicit other Members to become part of or participate other forums and groups
- 4.8 Member shall not give or take loans from other Members.
- 4.9 Member shall not invest or enter a partnership or business association with other Members
- 4.10 Member shall not seek commission, brokerage or any other monetary gain for passing of referrals
- 4.11 Member shall adhere to dress code and not use alcohol, cigarettes or any other items prohibited by law during all meetings.
- 4.12 Member shall strictly follow the rules and regulations for fair use of social media
- 4.13 Member shall not be entitled to attend other chapter meetings in which he/she is not a member.
- 4.14 Member shall connect other members through proper channels only.

5. MODE OF MEETINGS

- 5.1 All Overseas Vanigam Elite meetings will be conducted through Online Platform from India. Domestic meetings will be conducted at the domestic premises (Chennai) or franchisee areas (If franchisee available only)
- 5.2 Overseas Members may meet each other, at their own volition and expense, subject to compliance with local laws.
- 5.3 Vanigam Elite shall not be deemed to be an organizer of any direct meetings between Members.
- 5.4 Vanigam Elite shall not be liable to conduct or be answerable for any meetings conducted at overseas locations.
- 5.5 Vanigam Elite shall not be liable to obtain any permissions, registrations, licenses or incur expenses during voluntary direct meetings among the Members in an overseas location.

6. CONDUCT OF MEETINGS

6.1 Regular Meetings: (Direct)

- 6.1.1 Regular meetings will be conducting from Chennai, every month the 2nd week through Head Office, and international members may attend either in person or online. The meeting shall not extend beyond 3 hours. Total 12 Meeting (9 meeting is compulsory Attendance)
- 6.1.2 Regular Meetings shall be attended by all Members. Overseas members/Franchisee members can attend through Online
- 6.1.3 Member shall strictly adhere to code of conduct relating to regular meetings.
- 6.1.4 Every Member shall provide not less than 2 referrals per month.
- 6.1.5 Every Member shall attend the meeting on time and shall ensure his attendance throughout the meeting.

6.1.6 All members Monthly Meetings will be held in Chennai. If franchisees are available, meetings will be held at franchisee locations

6.2 **Pocket Meetings:**

6.2.1 Pocket Meetings will be conducted every week through Chennai or Franchisee locations. Pocket Meeting is minimum 1 per month to attend (Yearly 12 is compulsory)

6.2.2 Pocket meeting shall be attended by not more than 15 Members.

6.2.3 Monthly minimum 2 pocket meeting available, Member shall attend at least 1 pocket meeting in a month

6.2.4 Pocket Meeting will be conducted on behalf of one of the Members

6.2.5 Member may invite visitors to pocket meetings.

6.2.6 The meeting shall not extend beyond 3 hours.

6.3 **A/V (Online) MEETINGS:**

6.3.1 A/V meetings will be conducted monthly once. (Every month 4th week), Total 12 Meeting (9 meeting is compulsory Attendance for all)

6.3.2 All Members can attend A/V meetings. (International all members)

6.3.3 Member shall attend at 9 A/V meeting in a Year

6.3.4 Member may invite visitors to A/V meetings.

6.3.5 The meeting shall not extend beyond 3 hours.

6.4 **M2M MEETINGS:**

6.4.1 Member shall attend at least 4 M2M meetings in a month

6.4.2 Member shall meet with at least 4 members individually through online in a month

6.5 **TRAININGS (Direct/Live):**

6.5.1 We plan to conduct business knowledge sessions and trainings every two months, once either directly or Online, totaling six trainings in which four are mandatory.

6.5.2 Member shall attend at least four live training in a year

6.6 **ATTENDANCE IN MEETINGS:**

6.6.1 Every Member shall be required to attend the meetings. Total 12 Meeting (9 meeting is compulsory Attendance) chapter Meetings in a year;

6.6.2 If any Member fails to attend regular meeting, then his/her category shall be deemed to be vacated and shall be announced as open for Members.

6.6.3 If the absence to a meeting is due to medical reasons, he/she may not be removed provided he/she provides proof of ailment.

6.6.4 A Member may take up to 8 week's medical leave with prior approval, provided the fees is pre-paid for that period.

6.6.5 If a Member is unable to attend a meeting, he may appoint a substitute who shall be any person other than another Member to attend in his place and the presence of such substitute shall be deemed as the Member being present in the meeting.

- 6.6.6 Member may invite visitors from overseas chapters. Such visitors shall not seek any business through Vanigam elite, unless they become Members.

7. FEES

- 7.1 Member shall pay annual online subscription fee every year as fixed by Vanigam elite.
7.2 Any payment made by the Member is subject to applicable taxes in India.
7.3 Member shall bear the bank charges and transaction charges, if any.
7.4 All payments shall be remitted in US Dollars or AED or corresponding country currency only
7.5 The subscription fee shall be payable 30 days prior to the due date and subject to late charges in case of delayed payment.
7.6 Any fees, charges or payment made to Vanigam elite is non-refundable. Member shall not be entitled to seek refund or reduction due to any reasons whatsoever.

8. RENEWAL

- 8.1 Member shall renew the Membership every year subject to payment of annual Member fee prior to 30 days to expiry of the term.
8.2 Renewal is not automatic but subject to the discretion of Vanigam elite. Decision of Vanigam elite shall be final and binding on the Member.
8.3 Upon expiration of renewal period, the Membership shall stand terminated and the category shall be open for new Members.
8.4 Renewal charges may vary from year to year and subject to applicable taxes in India.

9. WITHDRAWAL

- 9.1 A Member may withdraw from Vanigam elite any time, subject to prior intimation to Vanigam elite.
9.2 Member shall return all the printed/electronic materials on withdrawal of Membership.
9.3 Member shall be strictly prohibited from using Vanigam elite related information or materials after withdrawal of Membership.
9.4 A Member shall not be entitled to join the same chapter after withdrawal or termination of Membership.

10. CHANGE IN CATEGORY & REVOCATION OF MEMBERSHIP:

- 10.1 A Member shall not be entitled to change his/her category in a chapter
10.2 No person belonging to Member's business entity shall be entitled to become a Member of other chapter of Vanigam.
10.3 If a Member commits any act which is against the interest of Vanigam elite or any other Member resulting in dispute or is engaged in any misconduct, then Vanigam elite shall have the right to revoke the Membership of such Member with immediate effect.
10.4 If a Member fails to comply with or breaches any of the guidelines and policies, then Vanigam elite shall have the right to terminate such Member with immediate effect.
10.5 If a Member is alleged to have engaged in any misconduct, then Vanigam elite shall be entitled to immediately terminate the Member in question, apart from recommending initiation of legal proceedings against such Member.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Vanigam elite owns all right, title and interest including without limitation all copyrights, patent rights, trademark, service mark rights, trade secret rights, other intellectual property rights all over the world in

and to all the products and associated electronic & printed materials and Internet-based services provided by Vanigam elite and such items may only be used by the Member as expressly permitted hereunder.

- 11.2 The Member shall protect, preserve and maintain Vanigam's trademarks, trade names, copyrights, patents, designs and all intellectual property of whatsoever nature and shall not allow others to misuse the same.
- 11.3 It is hereby expressly agreed and declared that nothing herein contained, gives or transfers or is intended to give or transfer to Member, in part or in full, present or future, any right, title or interest of any nature whatsoever to or in respect of any trademark, trade name, patent, copyrights, any other intellectual property rights, substantive derivatives thereof, etc. used by Vanigam elite which at all times will remain Vanigam's exclusive and absolute property.
- 11.4 The Member shall not at any time,
 - (a) Remove, alter or otherwise modify, apply for or obtain any copyright, trademark or other materials of proprietary interest owned by vanigam elite.
 - (b) Use or permit to be used the trademarks or any other intellectual property belonging to or used by Vanigam elite by any person, firm, body corporate or authority.
- 11.5 Vanigam elite shall be entitled to seek adequate damages and compensation from the Member in case of any breach of this clause by such Member.

12. PRESERVATION OF INFORMATION

- 12.1 Member shall not share Vanigam activities or other information through any social media platform without prior consent of Vanigam.
- 12.2 Vanigam Member lists are for the purposes of passing referrals only and not for soliciting (via any means) other businesses or purposes.

13. RIGHTS OF VANIGAM

- 13.1 Member hereby consents that, Vanigam elite has the right to record all the meetings, interviews, trainings, testimonials, debates, programmes and other events in which Member participates during the term.
- 13.2 Vanigam elite shall be entitled to promote such content on various platforms. Member shall not have any claim or right over such content.
- 13.3 Vanigam elite shall be entitled to circulate the profile, photos, business and contact details of Members for increasing business opportunities of the Members. Such action shall not be treated as breach of privacy or confidential information.

14. RIGHT TO SUE:

- 14.1 No Member shall have right to sue any other Members or Vanigam in any court of law located outside India
- 14.2 Vanigam elite shall not be responsible for any such suit, claim, complaint as against any Members of Vanigam elite.
- 14.3 Vanigam elite shall not indemnify any such Members for against suits filed abroad

15. LIMITATION OF LIABILITY

- 15.1 Vanigam elite is an online platform for business referrals, knowledge sharing purpose only. Vanigam elite doesn't guarantee any minimum business opportunity or profits for its Members.
- 15.2 Member shall not be entitled to seek any royalty, commission, share in revenue or profits of Vanigam

elite due to any reason whatsoever.

- 15.3 Vanigam elite shall not be liable for any business, financial transactions and other disputes arising between the Members.
- 15.4 In no event will Vanigam elite be liable for any direct, indirect, actual, punitive, special, incidental or consequential damages in connection with or arising out of any business, financial transactions or any other disputes whatsoever between the Members (including loss of business, revenue, profits, use, data or other economic advantage), however caused and regardless of any theory of liability, even if Vanigam elite has been previously advised of the possibility of such damages.
- 15.5 Similarly, no Member shall be liable for referral of any business to a Member of Vanigam elite. Each Member shall exercise caution, due diligence and conduct the business transaction based on the referral at their own cost and risk.

16. INDEMNITY

- 16.1 Member hereby agrees to indemnify and undertakes to fully compensate Vanigam elite and hold Vanigam elite harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs to which Vanigam elite may be subjected as a result of the Member's acts or omissions.
- 16.2 Vanigam elite shall not be liable to indemnify the Member in any circumstance whatsoever. Vanigam elite shall not be made a party to any dispute or transactions carried out by a Member.
- 16.3 Member hereby expressly waives any right to make any claim against Vanigam elite for any dispute in any nature whatsoever.
- 16.4 Member hereby expressly waives his/her right to make any claim against other Members for any risk, loss, expense incurred for carrying out business transactions based on other Members' referrals.

17. GENERAL PROVISIONS:

17.1 STATUS OF PARTIES

- 17.1.1 The relationship between Vanigam elite and Member is on "Principal to Principal" basis. No Member shall be deemed to be an employee, agent, or representative of Vanigam elite.
- 17.1.2 Nothing in this Agreement shall be deemed to create a joint venture, partnership or agency between the parties.
- 17.1.3 No Member will have the right, power, or authority to act or to create any obligation on behalf of the other Members or Vanigam elite.
- 17.1.4 Vanigam elite shall not be held liable for any acts or omissions of a Member.

17.2 LEGAL & STATUTORY COMPLIANCES

- 17.2.1 Member shall be solely responsible for and undertake to strictly comply with all the laws, regulations and requirements of the Government having jurisdiction in any manner whatsoever in connection with his/her business or occupation.
- 17.2.2 Member shall follow all Vanigam elite related activities, referrals and business dealings such as programs, online meetings, etc., subject to the applicable law.

17.3 INVALIDITY

In the event any one or more of the provisions of the Member Agreement, guidelines, policy shall for any reason, be held to be invalid, illegal or unenforceable, then the remaining provisions shall be unaffected, and the invalid, illegal or unenforceable provision(s) shall be replaced by an acceptable provision(s), which being valid, legal and

enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

17.4 NON-WAIVER

No omission or delay on the part of any Vanigam elite in requiring a due and punctual fulfilment by Member of his/her obligations hereunder shall be deemed to constitute a waiver of any of Vanigam elite rights to require such due and punctual fulfilment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of Member or as a waiver of any remedy.

17.5 MODIFICATION OR AMENDMENT

17.5.1 Vanigam elite policies may vary from place to place and subject to amendment from time to time.

17.5.2 Vanigam elite is not required to obtain consent or intimate Members prior to making such amendments or modifications.

17.5.3 Any amendment in policies, guidelines and code of conduct will be communicated to Members and binding on them from such effective date.

17.6 ENTIRETY OF AGREEMENT

Member Agreement together with all policies, guidelines, code of conduct and other terms & conditions as amended and incorporated from time to time constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. Member hereby agrees to be bound by all such rules, guidelines, regulations, code of conduct as implemented from time to time.

17.7 ACCEPTANCE OF GUIDELINES:

Member's acceptance and continuation of Membership is an authentic confirmation that, the Member has read, understood and agree to all such conditions. Vanigam elite shall not be required to obtain separate consent or agreement with the Members.

17.8 GOVERNING LAW AND JURISDICTION

17.8.1 This agreement shall be construed in accordance with the laws in force in India.

17.8.2 Any or all disputes arising out of this agreement shall be subjected to the exclusive jurisdiction of the Courts situated at Chennai, Tamilnadu, India.

17.8.3 No other courts or forum except the courts situated in Chennai shall have jurisdiction to entertain or adjudicate any disputes.

17.8.4 Although we commit to the General Terms and Conditions, there may be differences in the Meetings and Trainings if an emergency occurs such as Covid.

Disclaimer:

- Vanigam Elite members has to handle the payment & Quality related issues directly.
- Vanigam Elite will not be involved in any payment related issues & Quality related Issues.
- Referrals/ Purchase order/ Payments can be released after doing M2M with the member and satisfied with them.