

SMARTVALUE®

REGISTERED OFFICE

Smart Value Limited, M-17, Second Floor, Lajpat Nagar - II
New Delhi - 110 024.

MAY I HELP YOU?

SMART CARE

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For further information log on to www.smartvalue.biz

MRP: ₹ 49/-

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SMARTVALUE®
CODE OF CONDUCT





Guideline for the IBA's

Smart Value Limited (SVL) (SmartValue) being Direct Selling Entity provides such guideline (Do's and Don'ts & becomes a part and parcel of the bye laws) which binds the acts, deeds of an IBA (Independent Business Associate) / (Direct Seller) in the market place. The IBA is under strict obligation to follow these guidelines and in case if anything is found contrary; IBA shall be immediately terminated

DO'S

1. The IBA shall work ethically and in accordance with the laws of the land;
2. The IBA shall provide complete details of SVL's Sales and Marketing Plan, including Code of Conduct and The Consumer Protection Act including The Consumer Protection (Direct Selling) Rules 2021 and also bye laws of the SVL to the prospect including cooling off period, refund & return policy, and consumer grievances redressal forum, etc.;
3. The IBA shall provide accurate and complete information to prospective and related rights and obligations;
4. The IBA shall carry his/her identity card and shall not visit the customer's premises without prior appointment/approval;
5. The IBA shall at the time of initiation of a sales representation, without request, truthfully shall clearly identify the identity of the direct selling entity, the address of place of business, the nature of the goods or services sold and the purpose of the solicitation to the prospect /consumer;
6. The IBA shall offer to the prospect /consumer accurate and complete explanations and demonstrations of goods and services, prices, terms of payment, return policies, terms of guarantee, after-sales service, etc.;
7. The IBA shall provide an order form to the consumer/prospect at or prior to the time of the initial sale, which shall identify the direct selling entity and the direct seller and shall contain the name, address, registration number or IBA ID, identity proof and contact number of the direct seller, complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the consumer, the time and place for inspection of the sample and delivery of goods, 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.
8. Every Independent Business Associate (Associate) shall ensure that–
 - (a) the terms of the offer are clear, so as to enable the consumer and prospect to know the exact nature of offer being made and the commitment involved in placing any order;



(b) the presentations and other representations used in direct selling shall not contain any product description, claim, illustration or other element which, directly or by implication, is likely to mislead the consumer;

(c) the explanation and demonstration of the goods or services offered are accurate and complete, particularly with regard to price and, if applicable, to credit conditions, terms of payment, cooling-off periods or right to return, terms of guarantee, after-sales service and delivery;

(d) the descriptions, claims, illustrations or other elements relating to verifiable facts are capable of substantiation

(e) sales and marketing plan of SmartValue is not represented to the consumer/prospect as being a form of market research;

(f) the promotional literature, advertisement or mail contain the name and address or telephone number of the SmartValue, and include the mobile number of the IBA;

(g) IBA shall not state or imply that a guarantee, warranty or other expression having substantially the same meaning, offers to the consumer/prospect any rights in addition to those provided by law, when it does not;

(h) the terms of any guarantee or warranty, including the name and address of the guarantor, shall be easily available to the consumer/prospect and limitations on consumer rights or remedies, where permitted by law, shall be clear and conspicuous;

(i) the remedial action open to the consumer/prospect shall be clearly set out in the order form or other accompanying literature provided with the goods or service;

(j) the presentation of the offer does not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant;

(k) unless otherwise stipulated in the offer, orders shall be fulfilled within the delivery date proposed to the consumer/prospect at the time of purchase and the consumer shall be informed of any undue delay as soon as it becomes apparent or comes within the knowledge of the IBA;

(l) in cases of delay under clause (n), any request for cancellation of the order by the consumer/prospect shall be granted, irrespective of whether the consumer has been informed of the delay, and the deposit, if any, shall be refunded as per the cancellation terms proposed to the consumer at the time of purchase, and if it is not possible to prevent delivery, the consumer shall be informed of the right to return the product at the direct selling company's or the direct seller's cost as per the procedure for return of the goods proposed to the consumer at the time of purchase

(m) right of return offered by that entity shall be in writing;

(n) whether payment for the offer is on an immediate sale or instalment basis, the price and terms

of payment shall be clearly stated in the offer together with the nature of any additional charges such as postage, handling and taxes and, whenever possible, the amounts of such charges;

9. An IBA shall comply with the requirements of all relevant laws, including payment of taxes and deductions thereunder

DON'TS

1. The IBA shall not mislead any participant to pay any entry/registration fee, cost of sales demonstration equipment and materials or other fees relating to participation;

2. The IBA shall not use misleading, deceptive or unfair recruiting practices, unfair trade practices, including misrepresentation of actual or potential sales or earnings in their interaction with prospects or existing direct sellers/IBA. A direct seller shall not— (a) visit a consumer's premises without identity card and prior appointment or approval; (b) provide any literature to a prospect, which has not been approved by the SVL; (c) require a prospect to purchase any literature or sales demonstration equipment; (d) in pursuance of a sale, make any claim that is not consistent with claims authorized by the direct selling entity;

3. The IBA shall not make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;

4. The IBA shall not present any advantages of direct selling to any prospective direct seller in a false or deceptive manner;

5. The IBA shall not make or cause, or permit to be made any representation relating to its direct selling business including sales incentive system and IBA contract or to the goods or services being sold by himself which is false or misleading;

6. The IBA shall not 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 including sales incentive system or to the goods or services being sold by IBA;

7. The IBA shall not use or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting its direct selling practice including remuneration system and IBA contract and others;

8. The IBA shall not provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers;

9. The IBA shall not require the direct sellers to pay any money by way of minimum monthly subscription or renewal charges;

10. The IBA shall not:

10.1. Use misleading, deceptive and/or unfair trade practices;

10.2. Use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers;

10.3. Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;



10.4. Present any advantages of Direct Selling to any prospective direct seller in a false and/or in a deceptive manner;

10.5. Knowingly make, omit, engage or cause or permit to be made any representation relating to the Direct Selling operation, including remuneration system and contract between the Direct Selling entity and the direct seller or the goods and/or services being sold by such direct seller which is false and/or misleading;

10.6. Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and/or services in unreasonably large amounts;

10.7 Provide any literature and/or training material not restricted to collateral issued by the Direct Selling Entity to a prospect and/or existing direct sellers both within and outside the Direct Selling entity, which has not been approved by the Direct Selling entity;

11. An IBA shall not—

a) 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;

b) indulge in mis-selling of products or services to consumers;

c) use, or cause or permit to be used, any fraudulent, coercive, unconscionable or unlawful means, or cause harassment, for promoting its direct selling business, or for sale of its goods or services;

d) refuse to take back spurious goods or deficient services and refund the consideration paid for goods and services provided;

e) Charge any entry fee or subscription fee.

12. A direct seller 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.

Code of conduct

Smart Value Limited (SVL) is a Company incorporated under Companies Act 1956, having its registered office at M-17, Second Floor, Lajpat Nagar -II, New Delhi-110024. Its wide range of products which useful in the fields of Health & Wellness, Lifestyle, Personal care, Beauty Care and Home Care, Lifestyle, Agriculture, Food and Beverages & Educational Books & DVD's, etc.

Objectives

I. The objective of SVL's Code of Conduct shall be to foster a spirit of co-operation and discipline among the IBAs of SVL.

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I. The objective of SVL's Code of Conduct shall be to foster a spirit of co-operation and discipline among the IBAs of SVL.

II. To organize and to unite all IBAs of SVL and to regulate their relation with the SVL and prospective IBAs.

III. To secure fair trade practice and professionalism by the IBAs.

IV. To address the grievances of customers and IBAs of SVL.

V. To prevent mis-selling, false promises/fake commitments, false assurances and unlawful activities.

VI. To maintain professionalism, decency, dignity and discipline during the course of business activities.

VII. To provide effective and proper communication.

VIII. To create awareness about the Do's & Don'ts.

Smart Value Limited (SVL) Code of Conduct is a set of rules, regulations and guidelines that all Independent Business Associates (IBAs) of SVL shall abide. The rules and regulations along with the guidelines detailed in the Code of Conduct by the SVL shall bind all IBAs of SVL. This Code of Conduct provides, complaint/grievance redressal mechanism, procedures to be followed by all IBAs during the sale of SVL products and business promotion of the SVL, Do's & Don'ts for IBAs and about disciplinary action against of suspension which may be extended to the termination from IBAShip with or without notice.

This code of conduct or bye laws of the SVL is divided into two parts viz. first part declares definitions of business terminology and other business details while the second part establishes binding principles which regulates and or binds the behaviour/ethics/acts, etc. of an IBA as per SVL's policy at market place & breach of any principles (or whatsoever name is called) attracts disciplinary actions

Part-A (First-Part)

1. Definition- "Smart Value" is the brand name of "Smart Value Limited" Company.

1.1. Company means 'Smart Value Limited' (SVL).

1.2. SVL Business means the business as an Independent Business Associate (IBA) with SVL Products.

1.3. SVL Products means all products of Health & Wellness, Lifestyle, Personal care, Beauty Care and Home Care, Lifestyle, Agriculture, Food and Beverages & Educational Books & DVD's, including literature and other business support materials made available by the SVL to IBAs.

1.4. SVL Sales and Marketing Plan means the Smart Miles Program on products, guidelines, requirements, systems, procedures and policies regarding the presentation of SVL products, the SVL business as amended from time to time.

1.5. (A) Independent Business Associate (IBA) (in short called as an "Associate" or "Business associate") is a SVL authorized person on submission of application either an Individual or group of individuals or a valid legal entity, as per the law of the land, who is interested to purchase the SVL products and/or promote the business of the SVL. The person or entity which was registered by submitting filled- in and signed IBA application form, which is free of cost, is eligible to become an Independent Business Associate subject to terms and conditions.

(B) "Prospect" or "prospective IBA" means a person to whom an offer or a proposal is made by a direct seller/IBA to join SVL;

1.6. IBAs are independent business persons/entity operating on their own responsibility and have no employment, no guaranteed financial commitments, no master and servant relation or similar relationship with SVL or any of its affiliated companies.



1.7. User/Preferred Customer are person, who purchases SVL products exclusively for their own use purpose and they have no interest in the Sales and Marketing plan. They are not eligible to earn any Smart Miles in order to gain sales incentive or any other benefit.

1.8. Inactive and Active, an IBA who is not participating in SVL Business promotion activities for 45 consecutive days and/or not made any sales activity on his/her/their own in one English calendar month will be treated as Inactive IBA. Those who will not fall under the inactive IBA category will be treated as an active IBA.

1.9. Business Year is a financial year which begins from April 1st and ends with March 31st of the following calendar year.

1.10. Referrer/Sponsor is SVL IBA, who introduces or refers a new IBA to the SVL Business in his/her team.

1.11. Cross Referring/Sponsoring means that an IBA sponsoring/referring an existing or prospective customer or IBA belonging to or swayed by another IBA team to his/her team.

1.12. Cross-line IBA-ship means an existing IBA again becoming an IBA in another IBA's group.

1.13. Market means the territory of India and will expand subject to the SVL's decision.

1.14. The Code of Conduct guidelines for IBAs for the purpose of business activities, complaint and grievance redress mechanism, duties and responsibilities of the IBA and about disciplinary action which are subject to change or modification as deemed fit by the SVL from time to time as per law time being in force and to safeguard the interest of consumers and IBAs.

2. Eligibility/Qualifications- To become an Independent Business Associate (IBA) of SVL No subscription fee or joining fee is charged, an applicant:

2.1. Shall be a citizen of India.

2.2. Shall be a major as per the statutory provisions governing in India.

2.3. Shall not be an unsound mind, lunatic or mentally retarded.

2.4. Should not be sentenced/convicted or bankrupt during the last five years prior to his association/joining with the SVL.

2.5. Shall be legally entitled to do business in the country as per the Law time being in force.

3. Registration of IBA-ship

3.1. Registration- The prescribed format placed on the SVL website, along with Code of Conduct and user/online Contract. Every prospective IBA shall fill up and submit the onlineregistration form which is free of cost by furnishing the details as required by accepting the terms and conditions mentioned therein.

3.2. Application- Every prospective IBA shall get registered by necessarily filling up the online IBA application form with their duly self-attested documents by accepting the terms and conditions provided in the IBA application form, code of conduct and online Contract.

3.3. Accepting or Rejecting of Application- It is a discretion of the SVL either to accept or reject the application submitted by an applicant. If the application is not filled in completely or the details furnished by the applicant are not true in nature or not interested to accept the same keeping view of business interest, the SVL is at liberty to reject the application without assigning any reason.

3.4. Date of Authorization - An application shall be considered as accepted when an IBA receives the confirmation of registration when the IBA ID (Unique Smart ID) shall be activated and shall start displaying in the smart office panel of the IBA.

4. Renewal- IBA-ship is free & for the lifetime of an IBA but the continuation requires at least one transaction of any amount within a period of three years. In case of no transaction is found for consecutive three years than the IBA ship would be automatically terminated.

5. Transfer of IBA-ship- No IBA-ship will be transferred to another person once it is suspended or terminated. The IBA-ship is non-transferable except in case of succession. Subject to participation in sales and business development activities, sales incentive will be paid to successor otherwise successor is not entitled to claim sales incentive.

6. Corporate as an Independent Business Associate- Any corporation whether it is a proprietary concern or partnership concern or Limited or private limited Company registered as per the law of the land can become an IBA of SVL subject to the norms as required under statutory provisions. In case of a partnership firm, a copy of the partnership deed along with the resolution of the firm is required. In case of a Company, to become an IBA, it requires related documents, duly attested by the Managing Director/Director of the said Company supported by a resolution of the Board of Directors. Change of authorized signatory on behalf of the firm or Company can be made on proper representation: no third party transfer will be allowed.

7. Accidental Death Compensation Policy:

7.1. At present the SVL is providing Accidental Death Compensation Policy at free of cost for a sum of Rs. 1 (one) Lac for one year only (subject to renewal) to its Independent Business Associates who purchased specified miles worth of products within one month.

7.2. The said policy risk cover will start from only after 4 to 8 weeks from the day of purchasing of SVL products by an IBA or/and from the date of submission of a renewal application as the case may be subject to terms and conditions.

7.3. Insurance claim will be given to the nominee as per the details provided. In case nominee details not available in the record the provisions of the Indian Succession Act or any other law time being in force will be applicable.

8. SVL Dealership (Smart Shoppe & Le-Mart) - the IBA who obtained dealership shall adhere to the terms and conditions of the dealership contract apart from the agreed terms and conditions as an IBA. In case failed to do so, disciplinary action will be initiated. Every dealer shall obtain appropriate and necessary permissions/sanctions for doing business from local authorities and shall indemnify the SVL for all legal/statutory compliances. Dealership Contract is co-existent, concurrent and coterminous along with the IBA-ship.

9. Presentation of SVL Sales & Marketing Plan inviting Prospects or Customers- When inviting a prospect to hear the presentation of the products of SVL or/and Sales and Marketing Plan, a SVL IBA shall not use the following invitation methods directly or indirectly or induce other IBAs to do so.

9.1. Imply that it related to an employment opportunity.

9.2. Imply that the invitation is to a social event.

9.3. Disguise the invitation as a 'market survey'.

9.4. Promote the event as a 'tax seminar'.

9.5. Without informing the SVL name and details.

9.6. Stating that it is the best opportunity without efforts/strain and get quick rich scheme.

9.7. Any other misleading information to invite.

10. First Contact with Prospects:

10.1. At the first contact with prospect, an IBA should:

10.2. Introduce self by full name and details.

10.3. IBA should make him/her self known in suitable fashion as a SVL - IBA and should provide information concerning his/her name, address and contact number as well as detailed information of the SVL.

10.4. Explain to the prospect about the SVL Business as in accordance with the SVL Code of Conduct, Online Contract and Registration Form terms & conditions.

10.5. IBAs shall not make any false income representations to promote SVL products and in seeking participation of a prospect in SVL Sales and Marketing Plan.



10.6. The inviting IBA must comply with the following guidelines:

- 1.** Must use only SVL Authorized literature.
- 2.** IBA shall not produce, sell and/or distribute any business promotion material/literature which are deceptively similar to literature or material published and distributed by SVL to its IBAs or which could create the impression to an ordinary prudent man in society that such literature or material belongs to SVL or that its publication or distribution is authorized by SVL.

3. Shall not say that SVL business IBA-ship is a “get-rich- quick” or easy money opportunity in which it is easy to achieve success with little or no expenditure of effort or time.

4. Shall not present the SVL business plan or solicit participation in the plan through mailings, telemarketing, national advertising, computer communications or any other means by which person-to- person contact with the prospective IBAs is not present. The effective communication is permitted subject to approval of such media communication from the SVL.

11. Obligations are not Allowed-

11.1 No IBA shall represent that there is any obligation for him/her to purchase the product and/or related services under SVL sales and marketing plan or be made to believe that by the said purchase they will get earnings easily. If the SVL receives any reasonable or credible information that any sale has been made out on the obligations or false representations, the IBA- ship of such an IBA will be terminated immediately without any notice.

11.2 No IBA shall make, develop or broadcast any page, literature, image, video, anything of whatsoever nature by the name and style of SVL on social media platform or any website or any app.

11.3 No IBA shall sale the products of SVL on any ecommerce platform.

12. Signboard- An IBA of SVL has to seek written approval from the SVL for using SVL's Signboard display in his/her/their personal office premises irrespective of whether it is visible to the public or not. For seeking approval, the IBA should send a detailed description of the signboard, size and location of the signboard. The SVL reserves the right to withdraw permission to display SVL's name, if the standards stated are not met.

Social Media - An IBA shall make no account on Social Media by the name of SVL or its independent Contractors.

Copy Content - An IBA shall not copy content of SVL form the resources of SVL including its website or its written literature.

Website - An IBA shall not make, develop or get developed from third party any fake website or webpage in the name of the SVL.

13. Sign on Vehicle- an IBA may use the SVL trade name, trademark, logotype, design or

symbol on any vehicle only with prior written consent from the SVL. Only those stickers that are officially launched by the SVL are permitted.

14. Telephone- No IBA is permitted to list his or her personal telephones in the name of the SVL.

15. Accounts with the Banks- No IBA is permitted to open any account with the banks in the name of Smart Value Limited or SVPSL, or issue cheques by name of the SVL or use any logos, which express or imply the involvement of the SVL. Violation of the same will be resulted in punitive action.

16. Product Exchange and Refund Policy:

16.1. In case IBA or Customer find the purchased products defective or not entirely to their satisfaction, IBA/customer can exchange the products within 180 days from the date of purchase of the products or the IBA/customer can claim refund of the product cost/sums paid within 30 days from the date of purchase/invoice by returning the products purchased in saleable condition to SVL along with original invoice as per The Consumer Protection (Direct Selling) Rules, 2021. After the completion of 30 days up to 45th day from the date of purchase/invoice the refund shall be subject to deduction of 10% handling charges. After 45 days no refund shall be allowed. IBA's shall provide the same accurate information of Product Exchange and Refund Policy to their customers/prospects.

16.2. Senior/up line IBA shall indemnify the SVL in such cases of failure to observe the refund policy.

16.3. In case of any complaint about products or its related by any of the customers/IBAs, the concerned senior IBAs shall inform the SVL about the complaint in detail.

16.4. If the customer/IBA requests either for product exchange or for refund the Senior IBA shall offer the customer/IBA for refund of money , in case if applicable than subject to deduction of handling charges or can offer for exchange with alternative available products. In case if it is in specified time, subject to terms and conditions.

Part-B (Second-Part)

Any information and or facts or anything having similar nature; in relation to breach of these rules of conduct either already occurred or pretended to be occurred on a future date; received by SVL either by way of complaint (submitted by any IBA/employee of SVL/others to SVL) or SVL possesses such information from any sources; SVL on its own motion may order for investigation and upon the receipt of such investigation report may initiate any disciplinary action either suspension or termination from IBAship with or without notice depends upon the gravity of breach of these rules of conduct.

Suspension from IBAship confirms immediate seizure of all the activity (Such as ordering product, taking meeting of his/her sales team, sponsoring new IBA, change of IBA's information or training and promotion activities by SVL or any other IBA) and immediate suspension of authorized sales outlet of the SVL and also forfeiture of all incentives including Performance Incentive and sales incentive.

Any disciplinary action either suspension or termination from IBAship with or without notice



depends upon the gravity of breach of these rules of conduct either already occurred or pretended to be occurred on a future date. Issuance of notice requires reply from the Noticee within 10 working days from date of receipt of such notice & in the absence of such SVL may initiate disciplinary action as per SVL policy. Primarily issuance of notice is a tool to give reasonable opportunity of being heard to the noticee, but fails to do so attract the disciplinary action as mentioned in such specific notice.

On receipt of the explanation of an IBA in accordance with the notice, facts known from the verified sources and on the basis of facts of enquiry conducted by SVL appropriate and final decision will be taken in which the decision for cancellation/expulsion of IBASHIP of IBA may be taken.

SVL has reserved its rights that for the similar fault can take any decision (the decision will be taken keeping in consideration that under these circumstances the IBA has committed this fault) or SVL has full and unconditional rights and immunities to evaluate any breach as a special breach and may initiate disciplinary action accordingly.

As per the policy of SVL if any noticee fails to file/submit his/her reply within prescribed time limit the SVL has full and unconditional right to terminate his/her IBASHIP from the SVL. In the event that SVL terminates an IBASHIP in pursuant to these Rules of Conduct, the IBA will have no claim against SVL arising out of or in respect of the termination or disciplinary action and or whatsoever name called.

1. PROFESSIONSLISM

1.1. An IBA is bound to act in good faith and always maintain high standards of honesty, conscience and fair dealing in his marketing activities.

1.2. An IBA shall never indulge himself in any kind of malpractice, negligence & in other activity which is not permissible/acceptable by the society at large in the course of his marketing activities.

1.3. An IBA must possess the quality of professionalism at all times, while promoting products of SVL.

1.4. An IBA shall conduct business in a courteous and cordial manner and shall not exercise pressure selling methods or compelling methods.

1.5. An IBA shall introduce him/her self as an Independent Business Associate of the SVL and shall inform his/her details like name, address, contact number to the invitees before business promotional activity for every time and shall carry Identity Card issued by competent authority.

1.6. An IBA shall always make a fair and detailed presentation about SVL products, by providing demonstrations with demo products and also explain the specified use only of the product.

1.7. The customer / prospect must feel comfortable and/or shall not feel

inconvenient, when demonstration is organized.

1.8. An IBA shall not give an impression into the prospect that purchase of SVL Products is an opportunity to get employment at Smart Value Limited or its affiliate companies or elsewhere.

1.9. An IBA shall explain the Code of Conduct, online contract and registration form terms & conditions to the prospective IBA's and make them understand about the concept of the Business Model of SVL.

1.10. An IBA shall not use literature other than that approved by the SVL for promoting SVL products, if he chooses to use self created literature to promote and sell SVL's products, he must get prior permission in writing from the SVL.

1.11. An IBA shall not involve in cross referring/sponsoring or cross-line- IBASHIP activity.

1.12. Any IBA is restricted to sponsor his sale team in below mentioned manner:

1.12.1. Any IBA cannot sponsor a person as IBA who is already an IBA in other group of the SVL.

1.12.2. An IBA cannot sponsor the husband and wife of other IBA in his team.

1.12.3. An IBA shall not directly and indirectly instigate other IBAs for changing his sponsor by paying money or showing other profits or awards. Upon the receipt of such malaise activities of such an IBA; his IBASHIP may be suspended or terminated.

2. An IBA shall not show an exaggerated income figure and about the product usage & shall provide the customer and prospective true information about the products price, quality, standards, contents, style or model.

3. An IBA shall not sell the goods or related services in a fraudulent or inducement manner or under pressure selling or promote products or related services that do not belong to SVL & shall not make exaggerated income representations in order to promote SVL products or related services and shall not induce to lure the prospective customer.

4. An IBA shall not induce prospective IBA's to purchase goods promising them, he/she can reduce or recover the purchase price by referring more prospects for similar purchase.

5. An IBA shall promote SVL nutritional products, food/dietary supplements as only nutritional and food/dietary supplements only.

6. An IBA shall not represent that SVL nutritional products and food/dietary supplements are drugs, made for diagnose, prevent disease, cure or treatment for any nature of illness or disease.

7. Maximum retail price is printed on each product and any IBA cannot sale the product on the over retail price.

8. No IBA is allowed for packing and repacking of the SVL product and also he is not allowed for making any change in the level of product or its price.

9. An IBA neither can export the SVL products nor can give to such person who may export the product.

10. An IBA shall inform the prospective that income is directly proportionate to efforts of selling products & such a prospective is not entitled to get sales incentive for referring other prospective into SVL business and will get sales incentive only



on sale of products of SVL.

11. An IBA shall not collect cash from any of the prospect for buying SVL products either part or full cost of the products or for any other purpose in the name of the SVL. SVL does not authorize any IBA to collect any cash/DD from any IBA or prospective, any IBA finds to be involved in any similar activities may be terminated with immediate effect. Every IBA is supposed to purchase the products from SVL's authorized retail outlet. In case any amount is transferred and or deposited and or handed-over to other IBA on account of product purchase; SVL can never be held liable to make good any kind of losses incurred in this relation to any party involved in such non-permissible transaction.

12. SVL Products and its Brand-Name can never be used in conjunction with any type of fundraising activity by any party. Fund-raising includes the solicitations for the purchase of SVL products based on the representation that all or a portion of the gains, proceeds or profits generated by such will benefit a particular group, organization, or cause. Any program, activity or promotional event organized by SVL should not be utilized for any other personal promotion or personal financial benefit.

13. An IBA shall not promote APLL educational programs to those who are not eligible to enrol.

14. No IBA of SVL by using his identity card can claim that he is an employee of SVL. This Identity Card has been issued to the IBA that he can carry out the business of days in any branch regarding his business transactions.

15. No IBA has been given any special rights by the SVL. No IBA can claim in any place that he can avail franchise rights or IBAship of SVL in any area (City, Town or Village). An IBA cannot claim his special rights upon any area or part.

16. An IBA shall not make any false assurances or promises such as saying that it is easy money and/or quick money, guaranteed monthly income or job assurance etc.

17. An IBA shall not campaign as an employee of the SVL and shall not express or imply that the relations of an IBA with the SVL are either master and servant or employee and employer.

18. An IBA shall not do the business of other companies having similar nature of business like SVL, with or without using business platform of SVL during subsistence of the -IBAship.

19. An IBA shall not promote educational programs to the customers, if the APLL education centre is not available in their city/town or is not within 20 kms from the prospective/student residence area. **20.** This is the responsibility of an IBA that he should maintain privacy and secrecy of the SVL's activities and follow privacy policy of the SVL.

21. An IBA shall not give/provide and or submit any false or fake information and or documents in application form as well as with other correspondence with the SVL.

22. An IBA shall not refer to any testimonial which is not authorized/true, obsolete/no longer applicable in any manner, which may mislead the prospect.

23. An IBA shall comply with all local, national and state laws, rules and regulations including The Consumer Protection (Direct Selling) Rules 2021 to do his/her business as IBA to sell or promote SVL products in the market. The SVL is not responsible for any nature of liability for acts and deeds of either as an individual or as an IBA.

24. An IBA shall be sole responsible person/entity to pay all applicable taxes either on sale of SVL products/service made by him/her/it or on income derived from said sales or business promotion.

25. JURISDICTION

In case of any dispute arising between an IBA and SVL; the same shall be referred for adjudication to a single arbitrator, duly appointed by the SVL solely in accordance with the Arbitration and Conciliation Act, 1996, whose decision shall be final and binding upon all parties to the arbitration. All disputes are subject to the jurisdiction of the competent Courts situated in New Delhi irrespective of having concurrent or similar jurisdiction by any other courts in India or abroad.

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IBA MUST KNOW THESE 7 THINGS

1. Becoming an IBA of SVL is free of cost and you are paying to buy SVL Products and it is not an INVESTMENT Company.

2. An IBA, Prospect or Customer should make the payment through Demand Draft, Gpay, Paytm, Credit Card and Debit Card and through any other mode available. In case of Demand draft kindly mention your name and IBA ID on the back side of the Demand Draft and keep a copy of the same

3. APLL Educational Programs will be available only at FIXED PREDEFINED Centres only.

4. You must not promote APLL educational programs to the students, if the APLL centre is not available in their residence location or is not within 20 kms from their residence location.

5. You must not offer a job guarantee after completion of any APLL Educational Program and must educate the students that the employment after the programs entirely depends on their individual efforts.

6. Doing the business is only optional and not mandatory. Do not believe on any guarantee or projections of gross or net earnings, as every IBA's earning depends solely on his/her individual efforts on selling the products, which varies from person to person.

7. SVL IBA-ship is NOT A JOB/GET RICH QUICK SCHEME and does not guarantee any fixed monthly salary/income.

CONCLUSION



SMARTWAYS



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CODE OF CONDUCT