

# CODE OF CONDUCT

SMARTVALUE



## **Guideline for the IBA's**

Smart Value Products And Services Limited (SVPSL) 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 in the market place. The IBA is under obligation to follow these guidelines and anything is found contrary; IBA shall be immediately terminated.

### **DO'S**

1. The IBA shall work ethically and in accordance with the local laws;
2. The IBA shall provide complete details of SVPSL's Sales and Marketing Plan, including Code of Conduct and bye laws of the SVPSL to the participant including cooling off period, refund & return policy, and consumer grievances redressal forum;
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 nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;
6. The IBA shall offer to the prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
7. The IBA shall provide the following information to the prospect/consumers at the time of sale only:
  - 7.1. Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;
  - 7.2. A description of the Products to be supplied;

- 7.3. Explain to the consumer about the goods return policy of the SVPSL in the details before the transaction;
- 7.4. The Order date, the total amount to be paid by the consumer along with the bill and receipt;
- 7.5. Time and place for inspection of the sample and delivery of good;
- 7.6. Information of his/her rights to cancel the order and/or to return the product in saleable condition and avail refund as per SVPSL policy;
- 7.7. Details regarding the complaint redressal mechanism;
- 7.8. The IBA shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

### 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, including misrepresentation of actual or potential sales or earnings in their interaction with prospective or existing direct sellers;
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 remuneration system and IBA agreement 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 remuneration system or to the goods or services being sold by himself;
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 agreement 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 agreement 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;

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

## **Code of conduct**

Smart Value Products And Services Limited (SVPSL) 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 Educational Books & DVD's, Health & Wellness, Lifestyle, Personal and Home care under the brand name 'SmartValue' for individuals, small and medium enterprises and small-home offices.

### **Objectives**

- I. The objective of SVPSL, Code of Conduct shall be to foster a spirit of co-operation and discipline among the IBAs of SVPSL.
- II. To organize and to unite all IBAs of SVPSL and to regulate their relation with the SVPSL and prospective IBAs.
- III. To secure fair trade practice and professionalism by the IBAs.
- IV. To address the grievances of customers and IBAs of SVPSL.
- V. To prevent false promises, miss-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 Products And Services Limited (SVPSL) Code of Conduct is a set of rules, regulations and guidelines that all Independent Business Associates (IBAs) of SVPSL shall abide. The rules and regulations along with the guidelines detailed in the Code of Conduct by the SVPSL shall bind all IBAs of SVPSL. This Code of Conduct provides, complaint redressal mechanism, procedures to be followed by all IBAs during the sale of SVPSL products and business promotion of the SVPSL, 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 SVPSL 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 behavior/ethics/acts, etc. of an IBA as per SVPSL's policy at market place & breach of any principles (or whatsoever name is called) attracts disciplinary actions.

## *Part-A (First-Part)*

- 1) Definition- “SmartValue” is the brand name of “Smart Value Products And Services Limited” Company.
  - 1.1. Company means 'Smart Value Products And Services Limited' (SVPSL).
  - 1.2. SVPSL Business means the business as an Independent Business Associate (IBA) with SVPSL Products.
  - 1.3. SVPSL Products means all products of Educational Books & DVD's, Health & Wellness, Lifestyle, Personal and Home care, including literature and other business support materials made available by the SVPSL to IBAs.
  - 1.4. SVPSL Sales and Marketing Plan means the Smart Miles Program on products, guidelines, requirements, systems, procedures and policies regarding the presentation of SVPSL products, the SVPSL business as amended from time to time.
  - 1.5. Independent Business Associate (IBA) (in short called as an “Associate” or “Business associate”) is a SVPSL 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 SVPSL products and/or promote the business of the SVPSL. 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.
  - 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 SVPSL or any of its affiliated companies.
  - 1.7. User/Preferred Customer are a person, who purchases SVPSL 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 SVPSL Business promotion activities for 30 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 are a SVPSL IBA, who introduces or refers a new IBA to the SVPSL 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 SVPSL'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 SVPSL 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 SVPSL which is free of cost, 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 or mentally retarded.
  - 2.4. Should not be sentenced by any competent court for grave offences.
  - 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 SVPSL website, along with Code of Conduct and user agreement. Every prospective IBA shall fill up and submit the online registration 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 physical IBA application form (duly signed) by accepting the terms and conditions provided in the

- IBA application form, code of conduct and online agreement.
- 3.3. Accepting or Rejecting of Application- It is a privilege of the SVPSL 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 SVPSL 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 his/her registration via e-mail or his IBA ID got activated.
  - 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 auto 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, commissions will be paid to successor otherwise successor is not entitled to claim commission.
  - 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 SVPSL 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) Group Accidental Death Insurance Policy:
    - 7.1. At present the SVPSL is providing group accidental death insurance policy through an insurance company 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 SVPSL 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.

- 7.4. The insurance claims shall be entertained subject to the Terms and Conditions of the insurance Company. The SVPSL is not liable for any nature of claims in this regard as the policy will be issued by the Insurance Company only.
- 8) Retail Store - An IBA who works in or owns a retail store must operate his or her SVPSL business separate and apart from the retail store. Such IBA must secure customers and deliver products to them in the same manner, as SVPSL IBAs, who have no connection with a store.
- 9) SVPSL Dealership- the IBA who obtained dealership shall adhere to the terms and conditions of the dealership agreement 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 SVPSL for all legal/statutory compliances. Dealership Agreement is co-existent, concurrent and coterminous along with the IBA-ship.
- 10) Presentation of SVPSL Sales & Marketing Plan inviting Prospective IBAs or customer- When inviting a prospect to hear the presentation of the products of SVPSL or/and Sales and Marketing Plan, a SVPSL IBA shall not use the following invitation methods directly or indirectly or induce other IBAs to do so.
  - 10.1. Imply that it related to an employment opportunity.
  - 10.2. Imply that the invitation is to a social event.
  - 10.3. Disguise the invitation as a 'market survey'.
  - 10.4. Promote the event as a 'tax seminar'.
  - 10.5. Without informing the SVPSL name and details.
  - 10.6. Stating that it is the best opportunity without efforts/strain and get quick rich scheme.
  - 10.7. Any other misleading reason to invite.
- 11) First Contact with Prospective Customers and IBAs
  - 11.1. At the first contact with prospective customers and IBAs, an IBA should:
  - 11.2. Introduce him/her self by name and details.
  - 11.3. He/She should make him/her self known in suitable fashion as a SVPSL IBA and should provide information concerning his/her name, address and contact number as well as detailed information of the SVPSL.
  - 11.4. Explain to the prospective IBAs about the SVPSL Business as in accordance with the SVPSL Code of Conduct, Online Agreement and Registration Form terms & conditions.
  - 11.5. IBAs shall not make any false income representations to

promote SVPSL products and in seeking participation of a prospective IBA in SVPSL Sales and Marketing Plan.

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

- 1) Must use only SVPSL 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 SVPSL to its IBAs or which could create the impression to an ordinary prudent man in society that such literature or material belongs to SVPSL or that its publication or distribution is authorized by SVPSL.
  - 3) Shall not say that SVPSL 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 SVPSL business plan or solicit participation in the plan through mass 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 SVPSL.
- 12) Obligations are not Allowed- No IBA shall represent that there is any obligation for him/her to purchase the product and/or related services under SVPSL sales and marketing plan or be made to believe that by the said purchase they will get earnings easily. If the SVPSL 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.
- 13) Signboard- An IBA of SVPSL has to seek written approval from the SVPSL for using SVPSL'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 SVPSL reserves the right to withdraw permission to display SVPSL's name, if the standards stated are not met.
- 14) Sign on Vehicle- an IBA may use the SVPSL trade name, trademark, logotype, design or symbol on any vehicle only with prior written consent from the SVPSL. Only those stickers that are officially launched by the SVPSL are permitted.
- 15) Telephone- No IBA is permitted to list his or her personal telephones in the name of the SVPSL.
- 16) Accounts with the Banks- No IBA is permitted to open any account with the banks in the name of Smart Value Products And Services

Limited or SVPS Ltd., or issue cheques by name of the SVPSL or use any logos, which express or imply the involvement of the SVPSL. Violation of the same will be resulted in punitive action.

17) Product Exchange and Refund Policy:

- 17.1. 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 within 45 days from the date of purchase by returning the products purchased in saleable condition along with original invoice subject to deduction of 10% handling charges. IBA's shall provide the same information/option of Product Exchange and Refund Policy to their customers.
- 17.2. Senior IBA shall indemnify the SVPSL in such cases of failure to observe the refund policy.
- 17.3. In case of any complaint about products or its related by any of the customers/IBAs, the concerned senior IBAs shall inform the SVPSL about the complaint in detail.
- 17.4. If the customer/IBA requests either for product exchange or for refund the Senior IBA shall offer the customer/IBA for refund of money 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 SVPSL either by way of complaint (submitted by any IBA/employee of SVPSL/others to SVPSL) or SVPSL possesses such information from any sources; SVPSL 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 ordering product, taking meeting of his sales team, sponsoring new IBA, change of IBA's information or training and promotion activities by SVPSL or any other IBA) and also stoppage of bonus and commission all including but not limited to the any or all erstwhile or future incomes/incentive/awards from the date of issuance of such suspension notice.

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 15 days from date of receipt of such notice & in the absence of such SVPSL may initiate disciplinary action as per SVPSL 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 SVPSL appropriate and final decision will be taken in which the decision for cancellation/expulsion of IBAship of IBA may be taken.

SVPSL 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 SVPSL 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 SVPSL if any noticee fails to file/submit his/her reply within prescribed time limit the SVPSL has full and unconditional right to terminate his/her IBAship from the SVPSL. In the event that SVPSL terminates an IBAship in pursuant to these Rules of Conduct, the IBA will have no claim against SVPSL 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 SVPSL.
- 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 SVPSL 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 SVPSL products, by providing demonstrations with demo products and also explain the specified use only of the product.
- 1.7. The prospective customer must feel comfortable and/or shall not feel inconvenient, when demonstration is organized.
- 1.8. An IBA shall not give an impress into the prospective purchaser that purchase of SVPSL Products is an opportunity to get employment at Smart Value Products and Services Limited or its group companies or elsewhere.
- 1.9. An IBA shall explain the Code of Conduct, online agreement and registration form terms & conditions to the prospective IBA's and make them understand about the concept of the Business Model of SVPSL.
- 1.10. An IBA shall not use literature other than that approved by the SVPSL for promoting SVPSL products, if he chooses to use self created literature to promote and sell SVPSL's products, he must get prior permission in writing from the SVPSL.
- 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 SVPSL.
  - 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 SVPSL & shall not make exaggerated income representations in order to promote SVPSL 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 SVPSL nutritional products, food/dietary supplements as only nutritional and food/dietary supplements only.
6. An IBA shall not represent that SVPSL 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 SVPSL 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 SVPSL 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 an prospective is not entitled to get commission for referring other prospective into SVPSL business and will get commission only on sale of products of SVPSL.
11. An IBA shall not collect cash from any of the prospective/Customer for buying SVPSL products either part or full cost of the products or for any other purpose in the name of the SVPSL. SVPSL 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 SVPSL's authorized retail outlet and or Smart Shoppe by his own. In case any amount is transferred and or deposited and or handed-over to other IBA on account of product purchase; SVPSL 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. SVPSL 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 SVPSL 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 SVPSL 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 enroll i.e. he/she must have attended minimum 10th class Examination.
14. No IBA of SVPSL by using his identity card can claim that he is an employee of SVPSL. 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 SVPSL. No IBA can claim at any place that he can avail franchise rights or IBAShip of SVPSL 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 SVPSL and shall not express or imply that the relations of an IBA with the SVPSL 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 SVPSL, with or without using business platform of SVPSL 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 SVPSL's activities and follow privacy policy of the SVPSL.
  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 SVPSL.
  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, state laws, rules and regulations to do his/her business as IBA to sell or promote SVPSL products in the market. The SVPSL 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 SVPSL 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 SVPSL; the same shall be referred for adjudication to a single arbitrator, duly appointed by the SVPSL 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.

## **CONCLUSION**

### **IBA MUST KNOW THESE 7 THINGS**

1. Becoming an IBA of SVPSL is free of cost and you are paying to buy SVPSL Products and it is not an INVESTMENT Company.
2. You should pay through DEMAND DRAFT and/or through any other mode, mention your name and IBA ID on the back side of the DD 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. SVPSL IBA-ship is NOT A JOB/GET RICH QUICK SCHEME and does not guarantee any fixed monthly salary/income.