

INDEPENDENT BUSINESS ASSOCIATE (IBA) RENEWAL APPLICATION FORM

(स्वतंत्र सहयोगी नवीनीकरण प्रपत्र)

Date / दिनांक: _____

To,

The Manager / श्रीमान प्रबंधक जी,

Smart Value Products And Services Limited

M - 17, Second Floor, Lajpat Nagar - II, New Delhi - 110024

**AFFIX
PASSPORT SIZE
PHOTO HERE**

Sir / महोदय,

I, _____ S/O / D/O _____, Age _____ years, Occupation _____

R/o _____ wish to submit as follows.

मैं, _____ श्री _____ का पुत्र / पुत्री, आयु _____ वर्ष, व्यवसाय _____
_____ का / की निवासी यथा निम्नलिखित निवेदन करता / करती हूँ।

I am an Independent Business Associate of your esteemed Company, bearing Smart ID No. _____ doing business since _____ year/s, by complying with the Code of Conduct and without breaching any of the Terms and Conditions of the Online Agreement, Registration Form cum Agreement, Sales and Marketing Plan, Terms of Use, Privacy Policy (Bye Laws) etc. including this Independent Business Associate Renewal Application Form.

मैं आपकी सम्माननीय कंपनी का एक स्वतंत्र सहयोगी व्यापारी हूँ। मेरा स्मार्ट आई. डी. नं. _____ है। मैं विगत _____ वर्ष से आचार संहिता का अनुपालन कर रहा हूँ साथ ही मेरे द्वारा ऑनलाइन समझौता, स्वतंत्र सहयोगी पंजीकरण प्रपत्र, बिक्री और विपणन की योजना, उपयोग की शर्तें, गोपनीयता नीति (उप-नियम) और इस स्वतंत्र सहयोगी नवीनीकरण प्रपत्र, अन्य में वर्णित किसी भी नियम अथवा शर्त का उल्लंघन न करते हुए व्यवसाय किया जा रहा है।

As I am very much satisfied with the Business Model and Sales and Marketing Plan of the Company, I intend to renew my IBAShip with the Company for a further period of one year.

क्योंकि मैं कंपनी के व्यवसाय प्रतिरूप और सेल्स एण्ड मार्केटिंग प्लान से संतुष्ट हूँ, मैं कंपनी के साथ किए गए सहयोगी संघ को एक वर्ष की अवधि के लिए नवीनीकरण करवाना चाहता हूँ।

I hereby undertake to bind by all the Terms and Conditions of Online Agreement of the Company including the Terms and Conditions mentioned overleaf herein and also state on oath that I will comply with Company's Bye Laws and I will promote only ethical business without any pressure selling, mis-commitments and wrong trade practices. I know that, I am not entitled for commission if I will not put efforts for sale of Company products. I know that IBAShip is not an employment and also not a monthly income guarantee scheme.

मैं एतद्वारा कंपनी के ऑनलाइन समझौता में वर्णित समस्त नियम एवम शर्तों और इस पृष्ठ के दूसरी ओर वर्णित सभी नियम एवम शर्तों से बाध्य हूँ और शपथपूर्वक यह वचन लेता हूँ कि मैं कंपनी के उप नियमों का अनुपालन करूँगा और मैं बिना किसी उच्च-दाब बिक्री, मिथ्या अभिवचन और गलत व्यापार व्यवहार के, सिर्फ नैतिक व्यापार को बढ़ावा दूँगा। मुझे ज्ञात है कि मैं कमीशन के लिए हकदार नहीं हूँ अगर मैं कंपनी के उत्पादों की बिक्री के लिए प्रयास नहीं करता हूँ। मुझे ज्ञात है कि मैं नाहि रोजगार में हूँ और नाहि किसी मासिक आय प्रतिभूति योजना में हूँ।

I know that I shall do my business as an IBA by complying all the rules and regulations of the state and central government. I undertake to follow the guidelines if any issued or Law if any enacted by the state or central government on direct selling / MLM business. In case of any nature of breach of either said guidelines/ law or any other law of the land including Company Bye Laws by me or by my team of IBAs, I shall be responsible for the consequences and the Company is at liberty to terminate my IBAShip without any obligation. I hereby indemnify SVPSL from all kinds of liabilities which may arise out of acts and deeds of myself and my team of IBAs. All the above mentioned particulars and contents are true to the best of my knowledge and belief. In case if it is found that I have suppressed the facts, Company is at liberty to take suitable legal action against me.

मैं जानता / जानती हूँ कि मैं अपना IBA बिज़नेस, राज्य और केन्द्र सरकार के सारे नियम, कानून एवं शर्तों के अनुसार ही करूँगा / करूँगी। मैं राज्य सरकार अथवा केन्द्र सरकार द्वारा दिये गए प्रत्यक्ष विक्रय / एम एल एम व्यवसाय के सभी निर्देश "अगर हैं" अथवा कानून "अगर बनाये गये हैं" का पालन करूँगा / करूँगी। यदि इनमें से किसी भी निर्देश / कानून अथवा और कोई कानून जिसमें कंपनी के उप-नियम भी शामिल है, का उल्लंघन मेरे या मेरी टीम के द्वारा होता है तो उसका जिम्मेदार मैं रहूँगा / रहूँगी। मैं हर परिणाम का खुद जिम्मेदार हूँ एवं कंपनी बिना किसी बाध्यता के मेरी एसोसिएटसिप समाप्त करने के लिए पूर्णतया स्वतंत्र है। मैं SVPSL को, हर प्रकार के उत्तरदायित्व, जो मेरे अथवा मेरे (IBA) टीम की वजह से उत्पन्न हो, मुक्त करता / करती हूँ। ऊपर दिए हुए विवरण तथा तथ्य मेरे ज्ञान के मुताबिक पूर्णतया सत्य है। अगर यह पता चलता है कि मैंने कुछ तथ्य छुपाए हैं तो कंपनी को पूर्ण स्वतंत्रता है, कि वह मेरे खिलाफ कानूनी कार्यवाही कर सके।

Nominee details for Group Accidental Death Insurance Policy and for other purpose, if applicable as per T&C.*

दुर्घटनावश मृत्यु बीमा दावे व अन्य उद्देश्यों के लिये नामांकित व्यक्ति की जानकारी, नियम व शर्तों के आधार पर, यदि आवश्यक हो*।

Nominee's Name / नामांकित व्यक्ति का नाम _____ Relationship with Nominee / नामांकनकर्ता के साथ सम्बन्ध _____

Nominee's Date of Birth / नामांकित व्यक्ति की जन्म तिथि dd _____ /mm _____ /yy _____

* Insurance policy cover starts only from the day, the policy details are displayed in your Smart Office and not from the date of submission of this form. Insurance Company will settle the claims as per the rules of their regulatory authority and SmartValue is not responsible for any disputes/claims. For more information please refer to www.smartvalue.biz.

बीमे की अवधि उस दिन से प्रारंभ होगी जिस दिन पॉलिसी की विस्तृत जानकारी आपके स्मार्ट ऑफिस में प्रदर्शित होगी न कि उस तिथि से जब इस फार्म को जमा करवाया जाएगा। इश्योरेंस कम्पनी अपनी रेगुलेटरी अथॉरिटी द्वारा निर्धारित नियमों के अंतर्गत ही दावों का निपटारा करेगी और स्मार्टवैल्यू किसी भी विवाद या दावे के लिए जिम्मेदार नहीं होगा।

Hence, I request you to continue my IBAShip by renewing for one year.

एतएव, मैं यह निवेदन करता / करती हूँ कि मेरे सहयोगी संघ को एक वर्ष की अवधि के लिए नवीनीकरण कर दें।

I have no objection for receiving information via SMS from SVPSL to my mobile number even if it is registered under 'Do Not Disturb' policy.

मुझे कोई आपत्ति नहीं है, यदि SVPSL मुझे जानकारी मेरे मोबाइल फोन पर SMS द्वारा भेजता है, भले ही मेरा नम्बर 'Do Not Disturb' पॉलिसी के अंतर्गत पंजीकृत हो।

Yours' Faithfully / आपका विश्वसनीय Name / नाम: _____ Mobile / मोबाइल: _____ PAN / पैन: _____

Sale Tax Registration No. / सेल्स टैक्स रजिस्ट्रेशन नं. _____ Service Tax Registration No. / सर्विस टैक्स रजिस्ट्रेशन नं. _____

Email / ईमेल पता _____ Signature / हस्ताक्षर _____

For official use only

Branch _____ Receiving Date _____

1. DEFINITION:- In this Agreement

A. "Agreement"- Agreement is an Renewal Application Form to renew IBAship of SmartValue (SVPSSL); as defined in Section 2(h) of the Indian Contract Act, 1872 as "An agreement enforceable by law" including the word 'Agreement' which has been defined in Section 2(e) of the Act i.e., "every promise and every set of promises, forming consideration for each other". By entering into this agreement an IBA (Applicant) acquires non transferable rights & privileges to market and sale the products as offered by the SVPSSL in its allocated territory under the terms and condition of this agreement and Bye Laws "BL".

B. "Company"- means M/s Smart Value Products And Services Limited a company duly incorporated under the Indian Companies Act 1956 having its registered office at M-17, Lajpat Nagar-II, New Delhi-110024, which is into the business of Marketing/Sales of Goods and related services under its own/ licensed logo brand/ trade name by direct sales or through any other mode hereinafter referred as "SVPSSL" or "Company".

C. "IBA"- means Independent Business Associates and have attained the age of majority & not restrained under any law time being in force to execute this agreement & possesses the competence to represent the business of the Applicant company/firm/society to sign and execute this agreement on his/ her behalf (A separate Legal Entity contractually engaged with the SVPSSL on principal to principal basis) of the company, independently and/or with free will binding his/her (Applicants) own acts and deeds in relation to the business transactions with the company with an commercial intention to earn incentive/commission and/or whatsoever name is called arising out of the sales of products made directly by him/her or through his/her down-lines (group sales) as per SVPSSL's marketing and business plan. SVPSSL at its sole discretion can change the rates of incentive/commissions by whatsoever name is called at any time during the continuation of this agreement or during any renewed period thereof. Any sales return made by the applicant and/ or by his/her group (down-line) shall be treated as deduction of such incentive without any reference. The applicant has clearly understood that presently SVPSSL is an agent of APPL Company for promoting APPL's educational programs which are meant for and supposed to be introduced only to those who have attended their 10th class exam. I know that APPL owned courses like IT Smart etc. are not approved by any university and they are not Job guaranteed courses.

D. "Goods/ Products OR Services" means all goods/products and others manufactured/marketed/sold by SVPSSL under its own/licensed logo and trade name.

E. "Sponsor"- shall be (an active existing IBA to introduce the applicant/prospect) an existing active IBA of requisite status for introducing the applicant.

2. TERMS

A. This Instrument hereafter referred to as an agreement, executed between Applicant & SVPSSL.

B. SVPSSL hereby renews identified applicants IBAship for its products and related services and applicant(s) hereinafter referred as IBA accepts such renewal.

C. No fee is charged to become an IBA.

D. This agreement shall become effective on the date of SVPSSL acknowledges and accepts renewal of IBAship of applicant. SVPSSL at its sole discretion may accept or reject this Renewal Application Form without assigning any reason, including incomplete, inaccurate, false or misleading information in this Renewal Application Form attached to this agreement.

E. 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 the IBA ship would be auto terminated.

3. IBA AGREES THAT -

A. Applicant entered into this agreement as IBA of SVPSSL's Products. IBA is a separate Independent entity, associated purely on the present contractual term caused with free and an independent will neither consumer, and shall have no power of authority to incur any debt, contracts, obligation or liabilities or to make any representation of any warranties on behalf of SVPSSL;

B. SVPSSL shall provide its features, products and promotional offers etc. through personal communication via SMS and phone calls at the registered mobile number of the IBA; which shall supersede the DND "Do Not Disturb" service activated at the registered mobile number of an IBA.

C. Applicant shall not be an employee or agent of SVPSSL or in a partnership relationship with SVPSSL or any other labour relationship with SVPSSL and SVPSSL is not offering any kind of job or quick rich scheme and does not guarantee any monthly or fixed income.

D. Applicant clearly understands that the applicant is not entitled to get any incentive/sales incentive upon the enrollment of new IBA's into the SVPSSL and recommendation and or enrollment of new IBA by any IBA or by his/her Down/line does not attract payment of Incentive/sales commissions at all.

E. The applicant shall act as an independent vendor on his/her own name in his/her own responsibility and for his/her own account while purchasing and selling SVPSSL products. Applicant declares that at all times his/her acts and deeds shall be to keep-up and enhance the reputation of SVPSSL. Applicant shall not engage himself in high pressure selling/promoting and will be courteous to the customer/s and must at all times make a fair representation of the Sales and Marketing plan and its products faithfully and without any inducement. Applicant shall not sell any SVPSSL product for a price more than maximum Retail Price (MRP) However, IBA may charge at his discretion, any price that is lower MRP indicated on the label of any product.

F. The relation and all activities between SVPSSL and him/her shall be governed by the bye laws (BL) of SVPSSL, addition to this agreement, which includes (a) Sales and Marketing Plan (b) Code of conduct (c) Product Catalogue and all other literatures as available in the website and or anywhere in company materials/Literature etc. (collectively refers herein as "Bye Laws" BL). SVPSSL may amend any of the term and conditions mentioned anywhere in this agreement, including Bye Laws through broadcasting such amendments/modifications on its website and or through any other modes of communication/publication whatsoever as SVPSSL thinks fit and proper and continuation of IBA'ship stands as a deemed acceptance of such amendments/modifications. If any IBA does not agree with such amendments Applicant may terminate this agreement within 30 days of such publication/communication by giving a written notice to SVPSSL. In case IBA breach any or all terms and condition as mentioned anywhere in this Agreement and or mentioned anywhere in the Bye Laws the SVPSSL possesses unconditional rights to terminate this agreement with or without

issuance of show cause notice as SVPSSL may think fit and proper. IBA clearly understands that in case of any breach of any of the terms and condition as mentioned anywhere in this agreement/Bye Laws is found (directly or indirectly related with the IBA or with his/her down-line); the SVPSSL possesses unconditional rights to terminate his/her IBA'ship with/without issuance of show cause notice. IBA hereby indemnify SVPSSL from all kinds of liabilities which may arise out of his/her acts and deeds, including the deeds and acts of his/her down-line.

G. The applicant has understood that the IBAship is free for life-time, provided that IBA'ship requires at least one transaction of sale and purchase in his/her own IBAship in a year to remain active in the plan. Any IBA who does not accumulate any transaction in his/her own IBA'ship for consecutively three years shall be terminated by the SVPSSL without issuance any notice. And any IBA who got termination under this clause can't claim his/her rights and privileges (which include all benefits bundled with IBA'ship like Incentive, bonus, commissions and others) in any manner whatsoever.

H. Applicant shall comply with all applicable laws, regulation and ordinance (central, state, local) applicable to his/her SVPSSL Business as may be applicable there upon from time to time and agree to obtain/apply all license/permissions/registration which may be required to run the business as an IBA/Dealer. IBA declares that in case IBA is prohibited from doing the business as an IBA under any the enactment of any new Law/statute and /or under any change/amendment made in the present law/statutes, IBA is fully and unconditionally agree to abandoned his/her all rights, claims and others whether or not attached and or bundled with the IBA'ship.

I. SVPSSL reserves the right to recover back any bonus paid to any IBA under the following circumstances;

- Product returned under Refund Policy
- Returned to any Branch/Franchisee under any applicable law or
- Stolen or obtained by illegal means.

J. The selling price (MRP) of any SVPSSL product is determined by SVPSSL and no IBA shall be allowed to reduce or increase the price including by way of tempering with the selling price as affixed or decided by SVPSSL on the label or packing of the product. Breach of the regulation shall result in suspension or termination of IBAship by SVPSSL.

K. An IBA shall be held liable and responsible for false claims, misrepresentation, etc. about SVPSSL business, quality, quantity, content, usage or benefits of products other than those mentioned in an authorized product catalogue specified by SVPSSL and all such acts shall lead to disciplinary action including suspension or termination of IBAship.

L. Applicant shall not be involved directly or indirectly (including by proxy) in any activities of other direct sales companies or any other activities that will bring negative effects to SVPSSL. SVPSSL reserves the right to terminate any IBA who commits such offense.

M. The applicant has understood that the applicant and his/her customer can take refund within 45 days from the date of purchase of their product (on account of defect and or dissatisfaction) after standard deduction of 10% as handling charges. The products should be in re-saleable condition. a) re-saleable condition means the condition in which the price label is clean and intact and in good condition. b) The production of the refunded product has not yet stopped. c) The product seal (shrink wrapping) should be unopened. d) The product should have a reasonable shelf (Date of expiry) life period OR such an IBA may get exchange his/her purchased products, within a period of 180 days from the date of purchase as per the condition mentioned in this clause.

4. SVPSSL'S RIGHTS AND OBLIGATIONS:

A. The Company will make its products/related services available to an IBA and shall pay him/her various commissions as set forth in the Bye Laws.

B. The Company shall comply with its obligations in accordance with the BL and this agreement.

C. TDS as applicable will be deducted by the Company from the commissions paid to IBA(s) as per the Income Tax Rules.

D. SVPSSL may terminate this agreement by giving written notice or without any notice for a) breach of any term and condition of this agreement and of BL. b) non-performance c) violation of provisions of rules of conduct. d) in case SVPSSL for any reason arrive at the decision that Applicant should not be continued as an IBA of SVPSSL.

E. In case of dispute or any loss, whether in contract, tort or otherwise the arising out of this agreement liability of SVPSSL shall not exceed the lesser of any of these (a) actual damage or loss assessed by the arbitrator or any other dispute resolution arrangement adopted by both the parties (b) total commission earned by the IBA during the preceding six months of the date of dispute.

F. Any dispute arising in the future between the independent IBA and the company shall be adjudicated by a single arbitrator (appointed by the SVPSSL) and court situated in the New Delhi shall possess the Jurisdiction.

G. Products can be purchased by cash (or by any mode of payment so accepted by SVPSSL) from company Branch/smart shoppee. A Receipt and Bill will be issued for each private purchase (IBA).

The Company reserves the full and absolute right, at any point of time, even without any prior notice to change, vary or amend or modify the SVPSSL IBAship rules and regulations, BL, Code of ethics, SVPSSL Sales & Marketing Plan and any of its policies and to suspend or terminate the IBAship of any IBA or person as and when necessary.

Visit website; www.smartvalue.biz for more information, including bye laws or contact Customer Care at Toll Free Number; 1800 200 1122.

Applicant**Company Authorized Signatory****Name & Signature****Name & Signature****Smart ID:****Date:****Place: New Delhi**