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CODE OF ETHICS

It is important that you read the Vidhyanjali Ahinsa Sondarya Pvt Ltd (“Vidhyanjali” / “we” / “us”) Code of Ethics (the “Code”) below, as they form an integral part of the Terms of the Ahinsa Pracharak Application Form (“APAF”/ “Online/ Offline Form”). An Ahinsa Pracharak (“AP” / “you”) must comply with the Code and any amendments to them that have been published on Vidhyanjali websites <http://www.vidhyanjalionline.com> & <http://vidhyanjalionline.in> or otherwise communicated to the AP by email or on telephone/mobile.

Vidhyanjali reserves the right to terminate at any time, and with immediate effect, the membership of any AP who has provided false information on APAF or who is violating the Code. Terminated APs lose all rights and privileges that accompany the membership, including their customer base that they have created for Vidhyanjali business. The Code is for your protection, to ensure that all fellow APs maintain the same high standards. In line with Vidhyanjali ethical standards and philosophy, the APs are expected to, and shall comply with any and all legal requirements of the country where they operate Vidhyanjali business even if certain obligations are not restated in the Code.

Words beginning with capital letters and not defined herein shall have the same meaning as provided in the Terms of APAF.

THE VIDHYANJALI RULES OF CONDUCT

As an AP, I agree to conduct my Vidhyanjali business according to the following principles-

1. I will uphold and follow the Code as laid down in this official Vidhyanjali Policy Manual and other documents. I will observe not only “the letter” but also “the spirit” of the Code.
2. My guiding principle for doing business with anyone I meet in my capacity as an AP is to treat them as fairly as I would like to be treated myself.
3. I will present the Vidhyanjali Products, the Vidhyanjali business opportunities, the related trainings and the other opportunities and benefits offered by Vidhyanjali to my customers in an honest and truthful manner. Whether verbal or in writing, I will make only such claims related to the product, the earnings and the other opportunities that are mentioned in the official Vidhyanjali Literature (including Appendix 1).
4. I will be courteous and prompt in servicing and taking orders from my customers, as well as in the handling of complaints. I will follow the procedures outlined in the official Vidhyanjali Literature for replacement of products.
5. I will accept and carry out different prescribed responsibilities of an AP.
6. I will conduct myself in such a manner as to reflect only the highest standards of integrity, honesty and responsibility.
7. I shall not in any circumstances use the Vidhyanjali network for marketing products other than those approved by Vidhyanjali. I shall respect the direct-to consumer method of distribution and therefore not sell Vidhyanjali product to any retail outlets of any nature.
8. I will respect the laws and regulations of the country wherever I operate my Vidhyanjali business whether or not Vidhyanjali is registered in that country.
9. I will regularly create and promote sale of Vidhyanjali products.
10. I will sell and deliver products to ultimate consumers or to any other AP only. AP recognizes the importance of providing the best possible service to customers. For these reasons, AP agrees to present and sell Vidhyanjali products using direct-to-consumers methods only and not in any other manner whatsoever.
11. I will not offer any discount to the customer that was not offered/approved by Vidhyanjali to the customers and I will not sell the goods for more than Maximum Retail Price (MRP) mentioned on the products. I will pass any discount or promotional offers to the customers as applicable on them time to time and as decided by the Vidhyanjali.
12. I agree not to sell complimentary promotional material, flex, and canopy and product samples provided by Vidhyanjali for marketing purpose.
13. I agree that all orders submitted are subject to acceptance by Vidhyanjali.
14. I agree not to authorize to incur any debt or other obligation or commitment on behalf of Vidhyanjali.
15. I agree to accept and comply with Terms of APAF, Code and Vidhyanjali Policy Manual and other literature. It is understood that the documents form an integral part of this Agreement and may be revised from time to time.
16. I am aware that Vidhyanjali does not offer any credit to the APs and Vidhyanjali shall give each AP who qualifies (under Vidhyanjali Code) a Trade Discount based on the volume and value of purchases in each transaction. This discount is calculated at the time of purchase as per the current sales policy.
17. AP should ensure compliance (as applicable) with the Goods and Services Tax law with respect to the aforesaid Trade Discount.

18. I agree that Vidhyanjali do not offer return/refund/exchange policy of the goods once sold unless the product is defective and consequently not saleable.
19. I understand and accept that Vidhyanjali does not compensate anybody for simply recruiting or for mere act of recruitment. APs are independent members of Vidhyanjali and are not employed by Vidhyanjali in any form.
20. I agree to settle all accounts with Vidhyanjali in a timely manner, failure to do so will incur additional charges. An annual interest of 18% will be charged from due date of the goods supplied remaining unpaid.
21. I agree to participate in the electronic clearance service (ECS) introduced by RBI and undertakes to inform immediately of any subsequent changes related to the bank details. The AP would not hold the Company responsible if the Trade Discount and/ or Incentive payment is delayed for the reasons beyond the control of Vidhyanjali.
22. I agree to furnish Permanent Account Number (PAN) and Aadhaar Card or any other identity proof as required for documentation at the time of joining Vidhyanjali.
23. I will not use the Vidhyanjali network for marketing products or schemes which are not officially approved by Vidhyanjali.
24. I will carry my valid Vidhyanjali Ahinsa Pracharak identity card along with the Government recognized ID card while conducting Ahinsa Pracharak activities and obtain prior approval before visiting any customer's premises. I will not engage myself in unsolicited phone calls & door-to-door visits.
25. I expressly agree to receive commercial communications about Vidhyanjali products and offers by email and text message in registered email id and mobile numbers. Please refer to our [Privacy Policy](#) in order to opt out of the same.
26. I confirm that I will personally update and inform all those who I introduce to Vidhyanjali business, about Vidhyanjali business activities, policies and code of conduct as provided in Vidhyanjali literature and ensure that such person treats this as basis of joining as an AP.
27. I agree that Vidhyanjali can offer any number of APs membership in any area and there will not be any restriction of area or geography on the APs to perform their task or otherwise stated in the welcome letter issued at the time of joining as an AP and Vidhyanjali holds the right to change this any time later, however it is the responsibility of the APs to work in the cordial manner to help each other beyond and above personal benefits or interest.
28. All knowledge and information, not already available to the public, which you acquire, have acquired, or will acquire in the course of your business with us with respect to the Vidhyanjali business, work methods, or pending regulatory matters, or other related matters that are treated by us as confidential, shall be regarded by you as trade secrets, whether or not they are classifiable legally as trade secrets, and shall be treated by you as strictly confidential. Such knowledge and information shall not either directly or indirectly be used, disclosed, or made accessible to anyone by you for any purpose, except in the ordinary course of Vidhyanjali business under circumstances in which you are authorized to use or disclose such information. No disclosures of such confidential information shall be made outside of those you are authorized to make in the regular and ordinary course of your duties even after resigned or removed from AP membership.

1. DEFINITIONS

- A. "AP" shall for the purpose of this document include any AP irrespective of title and level (including Managers, Directors and above).
- B. "Personal Home Page" shall refer to a website designed, issued and hosted by Vidhyanjali for the benefit of an AP.
- C. "Vidhyanjali" in this document refers to the local Vidhyanjali entity with which you entered into the AP Agreement by filling the Online Registration Form (formerly referred to as the AP Application Form), unless otherwise stated.
- D. "The Vidhyanjali Literature" shall mean the AP Manual or the Policy Manual, the Code, APAF, the Product Catalogues, Vidhyanjali Brochure, Vidhyanjali Starter Kit literature, the Newsletter and any other information printed or published on the official Vidhyanjali website.
- E. "Trade Discount" shall mean an amount less than the MRP you get on your goods based on your purchase volume as per the Plan*

Trade Discount (On MRP)

| Purchase volume | ₹1- ₹4999 | ₹5000- ₹9999 | ₹10000- ₹24999 | ₹25000- ₹49999 | >=₹50000 |
|-----------------|-----------|--------------|----------------|----------------|----------|
| Discount Margin | 10% | 14% | 16% | 18% | 20% |

****Note: - This is for illustration and may change.**

2. MEMBERSHIP

- 2.1 To become an AP a candidate should approach either Vidhyanjali directly or through our existing AP.
- 2.2 An individual may only have one Vidhyanjali membership, which cannot be transferred or sold (excluding under Clause 3)
- 2.3 Vidhyanjali reserves the right to refuse any application or re-application without providing any reason.
- 2.4 An applicant must be of the age of legal capacity to be an AP.
- 2.5 Membership may only be granted to individuals or any registered firm. Membership cannot be given for the applicant living on the same address of existing AP.
- 2.6 The APs may resign from their membership at any time by giving written notice to Vidhyanjali. In such cases Vidhyanjali is under no obligation to make any of the repayments except already accrued in the name of AP or any other dues outstanding.
- 2.7 Former APs (or spouses of former APs) may apply for new membership under the following conditions:
- a) At least 6 months have elapsed since the previous membership had been terminated by resignation (unless otherwise agreed with Vidhyanjali).
 - b) The new application must specify that it is being made under this rule.
 - c) A former AP may apply immediately for becoming an AP again, without specifying that he/she was a former AP, if he/she has at least 12 months of inactivity following a termination of membership.
 - d) AP terminated from membership due to violation of Code shall not be considered for re-membership.
- 2.8 Vidhyanjali reserves the right to suspend an AP's membership for up to 12 months with immediate effect, pending investigation of violation of Code or else permanently terminate the AP's membership without stating any reason thereof.

3. TRANSFER AND ASSIGNMENT

- 3.1 The transfer of membership as an AP from one person to another is only possible in special cases and at the sole discretion of Vidhyanjali.
- 3.2 APs who wish to transfer their membership may be allowed to do so, but only to their spouse or one of their children (at the discretion of Vidhyanjali). A letter requesting such a transfer must be sent to Vidhyanjali.
- 3.3 In case of an AP's death, the Membership will be terminated within 3 months after the day of the death provided that no written application for assignment of the Membership is made by the next of kin. Upon termination, all pending payments to the deceased AP will be made to the authorized heir/-s of the AP. Vidhyanjali reserves the right to request documents proving the authorization of the heir/-s as a condition of the payment.

4. RESPONSIBILITIES OF AP

- 4.1 APs shall not use the Vidhyanjali network for marketing products or schemes which are not officially approved by Vidhyanjali.
- 4.2 The APs do not have any employment relationship with Vidhyanjali. When introducing the Vidhyanjali Business Opportunity to others, the APs must clearly state the independent character of his/her role as an AP and the fact that no employment with Vidhyanjali exists.
- 4.3 The APs have no authority to bind or assume obligations on behalf of Vidhyanjali. They shall indemnify Vidhyanjali in respect of any costs or damages arising from any noncompliance to the Code.
- 4.4 Vidhyanjali imposes condition for minimum purchases on its APs up to the amount as stated in current sales policy at the time of joining and thereafter at the discounted price as applicable for an AP's.

Any order less than the qualified value will be given on the MRP. Marketing and Sales policy get updated on our website <http://vidhyanjalionline.in> / <http://vidhyanjalionline.com> on time to time. APs are required to keep themselves updated with the changes.

4.5 All APs may place order (keeping in mind minimum purchase value) directly from Vidhyanjali or to other AP (they are mapped with) but handling and courier charges may apply depending on the order size and location, for which they are placing their orders.

4.6 It is up to the individual AP's judgment to determine how much stock he/she should keep. AP shall buy products depending upon their consumption requirements or selling pattern and such quantity or value that can be foreseen to be sold to the consumers or consumed within a reasonable period of time.

4.7 AP shall not compel or force consumers to order through them, order any minimum quantities or maintain stock of products.

4.8 The APs shall comply with all laws, regulations and codes of practice applying to the operation of their membership, including with any tax laws and regulations regarding tax registration and filing. The APs shall not engage in any activity which may bring either them or Vidhyanjali into disrepute.

4.9 From the beginning of the contact with a customer, the AP shall identify them and explain the purpose of his/her approaching a customer or the purpose of the occasion. The AP shall ensure full transparency of his/her identity as AP in any related communication, whether by email, a website, social media page etc. Clear name and contact information as well as information that the sender is not a Vidhyanjali official representative must be provided. The word "Independent" shall always be added before "AP" on any identity representation such as e-mail signatures, business cards, on website, social media page and the like.

4.10 The information which an AP gives to the consumer shall be provided in a clear and comprehensible manner with due regard to the principles of good faith in commercial transactions and the principles governing the protection of those who are unable, pursuant to national legislation, to give their consent, such as minors.

4.11 AP shall not abuse the trust of individual customers and shall respect the lack of commercial experience of customers and shall not exploit a customer's age, illness, mental or physical infirmity, credulity, lack of understanding or lack of language knowledge.

4.12 The AP shall discontinue a demonstration or sales presentation upon the request of the customer and take appropriate steps to ensure the protection of private information provided by actual or prospective customers. The AP will make personal, telephone or electronic contact in a reasonable manner and during reasonable hours to avoid intrusiveness.

4.13 AP may not get involved in interviews regarding, or referring to Vidhyanjali with any media, whether on television, internet, radio, magazines etc. nor utilize any advertising media (including viral advertising as SMS, email, internet etc.) for the purposes of marketing of their Vidhyanjali AP business without Vidhyanjali prior written consent.

4.14 The APs shall not be involved in social media dialogues which misrepresent or give incorrect or misleading information about Vidhyanjali, its products or services, or may generally lead to loss of reputation of Vidhyanjali.

4.15 The APs shall not use misleading, deceptive and/or unfair trade practices including but not limited to misrepresentation of actual or potential sales or earnings, business opportunity, and advantages of direct selling to any prospective AP, in their interaction with prospective AP or in the social forums.

4.16 The APs shall not make any factual representations to a prospective AP or prospective customer that cannot be verified or make any promise that cannot be fulfilled.

4.17 The APs shall not 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 Vidhyanjali and itself which is false and / or misleading.

4.18 The AP shall not float any scheme which has not been approved by the Vidhyanjali.

4.19 The AP shall not sell customer Vidhyanjali Literature or training materials or sales demonstration equipment.

5. OTHER CODE AND POLICIES

5.1. There are no exclusive territories or franchises available under the Vidhyanjali policy. No AP has the authority to grant, sell, assign or transfer such a territory or franchise. Every AP is free to conduct his/her business in any area of the country where AP is registered with Vidhyanjali or otherwise stated on the welcome letter issued by company.

5.2 The AP must respect that Vidhyanjali operates in certain markets, and not in all countries worldwide, strictly observing its obligations related to product safety, product registration, import and other Code that may apply to trade in the respective countries.

Vidhyanjali bears no responsibility for any damage, disputes or claims arising from or related to cross border trade conducted by APs to countries outside of markets where Vidhyanjali operates. Thus, Vidhyanjali will hold the AP fully liable for any such claims.

5.3 An AP is independent of Vidhyanjali. The only title which may be used on business cards, other printed materials or in email communication is “Ahinsa Pracharak” or “Vidhyanjali Independent Ahinsa Pracharak”.

5.4 APs cannot register or host a website or homepage with the domain name including the word “Vidhyanjali”. The policy for online presence of APs is further described in the AP Online Policy below (Appendix 2).

5.5 Vidhyanjali trademarks, logos and name are the property of Vidhyanjali and may not be used by the AP, neither in printed materials nor published on the Internet, without prior written consent from Vidhyanjali. If such consent is obtained, trademarks and logos must be used exactly as stated in the Vidhyanjali guidelines.

5.6 AP shall not produce or procure from any source other than Vidhyanjali any item upon which the trademarks or logos are printed or displayed, unless approved by Vidhyanjali in writing.

5.7 All Vidhyanjali printed material, videos, photographs, design are protected by copyright and may not be reproduced in whole or in part by anyone, neither in printed materials nor published on the Internet, without prior written approval from Vidhyanjali. When copyrighted material legitimately used it is mandatory that reference to the Vidhyanjali copyright is made in a visible and unambiguous way.

5.8 No AP shall sell to, sell in, demonstrate, or display Vidhyanjali products in any retail outlet, web shop, and auction platform such as eBay or the like less than or more than the MRP of the products unless approved by Vidhyanjali in writing. No Vidhyanjali Literature and samples may be sold on retail outlets or to the customers.

5.9 The contents of the Vidhyanjali websites such as text, graphics, photographs, designs and programming are also copyright protected and cannot be utilized for any commercial use without prior written approval from Vidhyanjali.

5.10 Spamming (the abuse of electronic messaging systems to indiscriminately send unsolicited bulk messages) is strictly prohibited. An AP shall subject to applicable law limit the number of promotional emails sent to end-customers so that any individual recipient does not receive more than one message per week. These messages cannot be sent on behalf of Vidhyanjali and therefore full responsibility for contents lies on the AP.

5.11 Under no circumstances any person is authorized to repackage or in any way alter the packaging or labeling of the products. Vidhyanjali products are to be sold in their original packaging only.

5.12 The Vidhyanjali products do not cause damage or injury if they are used for their intended purpose and in accordance with instructions provided.

5.13 Vidhyanjali reserves the right to deduct, at any time, any overdue invoices from any Trade Discount or Bonus or reward due for payment to the AP.

5.14 Vidhyanjali has the right to change its prices and range without prior notice. Vidhyanjali will not give a Trade Discount, Bonus or any other compensation for any losses suffered due to price changes, range changes or products being out of stock.

5.15 If an AP in any way is involved, legally or otherwise, in any dispute or activity that may involve or negatively affect Vidhyanjali or its reputation, such AP must immediately inform Vidhyanjali.

5.16 Vidhyanjali reserves the right to expand or revise the Vidhyanjali qualification criteria for APs, or the Code with immediate effect and shall stop product supplies to AP or APs.

5.18 Any cash on delivery order (COD) placed by AP with Vidhyanjali through any means shall be confirmed sale and accordingly all the risks and rewards shall be transferred to the AP.

6. COMPLAINT HANDLING PROCEDURE

The Company has robust system for handling any complaints for which the Company has constituted a Grievance Redressal Committee. All complaints related to Products may be directed to the Vidhyanjali Customer Services at vidhyanjali.ahinsa@gmail.com or on 0755-4930222. It is clarified that Vidhyanjali has a redressal mechanism for handling complaints related to breach of the Terms and Code, handled by Complaints Committee headed by designated officers of the Company.

Appendix 1 Communication Guidance

WHEN APPROACHING A CUSTOMER/ POTENTIAL VIDHYANJALI AP, AP:

- **DO:** Truthfully identify yourself as Independent AP and explain the purpose of your solicitation and about identity of Vidhyanjali, nature of Vidhyanjali Products and Vidhyanjali philosophy.
- **DO:** Try to answer any and all questions in a fair, truthful and understandable way.
- **DO:** Refer your customer to the Vidhyanjali website where they can read more about the products and the claims; specifically, draw their attention to the Vidhyanjali complaint handling procedures.
- **DO:** Offer the prospective consumer accurate and complete explanation and demonstration of the Vidhyanjali Products, prices, and terms of payment and terms of guarantee.
- **DO:** Respect the privacy and other personal restraints the person may be under (e.g. time, place, physical condition)
- **DO:** Stop any explanation (and leave) if asked to do so
- **DO:** Provide the following information at the time of sale:

Your name, address, Vidhyanjali registration number or unique id number, government identity proof and telephone number and other details as may be requested and meaningfully required for sale.

A factual description of the goods or services to be supplied.

Explain to the consumer about the goods return policy of the company in details before the transactions, warranty of goods and replacement procedure in case of defect.

The order date, delivery date, the total amount to be paid by the consumer along with the bill and receipt.

Time and place for inspection of the sample and delivery of goods.

Details regarding the complaint's redressal mechanism.

Always feel free to remind your customer about the fact that Vidhyanjali is a reputable company that focuses on the development of innovative products in a sustainable way. Vidhyanjali offers quality products and the ability to build a business. The business opportunity provides an independent, fun and flexible way of improving one's financial position while enhancing one's abilities and self-esteem.

WHEN APPROACHING A CUSTOMER/ POTENTIAL VIDHYANJALI AP, AP DO NOT:

- **DO NOT:** Push the customer to buy or join Vidhyanjali membership – it is OK if they don't; they may still come back to you if you have made an impression of professionalism and have treated them fairly.
- **DO NOT:** Overstate the product features – fairly and honestly present your experience using a product; always refer to the product leaflet or another information provided by the company.
- **DO NOT:** Overstate any facts about: the use, features and characteristics of the Vidhyanjali products.
- **DO NOT:** Overstate the income opportunity of Vidhyanjali e.g. likelihood of being successful – remember, it all depends on the time and effort one is willing to put in.
- **DO NOT:** Lie, be aggressive, intrusive or disrespectful.
- **DO NOT:** Hesitate to tell your client if you do not have, or are not sure about the answer to his/her question and contact the Vidhyanjali Sales Support Team at 0755-4930222 to clarify the doubt; then return back to him/her with a correct answer.
- **DO NOT:** Use improperly or without the required authorization the personal data of customers, other APs and or potential APs and sale such data to other businesses or use it for any other purpose.

Appendix 2 AP Online Policy

1. BACKGROUND: This policy serves to clarify how APs can shape their presence on the Internet without interfering with Vidhyanjali brand building activities or breaching copyright related laws, Code and agreements.

2. GENERAL: AP may not build e-commerce sites on which Vidhyanjali products are sold or otherwise conduct e-commerce outside of the approved Vidhyanjali applications.

3. DOMAIN NAME: APs may not register domain names containing the word “Vidhyanjali”. The AP shall not register a social media page with name and picture that can mislead the consumer to believe that the page is an official Vidhyanjali page/group.

4. DISCLAIMER: APs that host websites of their own and mention that they are part of Vidhyanjali must make sure to clearly publish information that they are either a) Independent APs for Vidhyanjali or b) Independent APs.

This information must be published clearly on the start page as well as under a disclaimer that is visible on all pages of the website. Name and contact information should be available on the website or in the account information for a social media page.

If an AP has a private website without Vidhyanjali affiliation this policy is of course void.

5. CONTENT & REFERENCES TO VIDHYANJALI: No content is to be copied from the official Vidhyanjali website and published under the AP’s own name.

6. IMAGES: AP shall not take/copy still or moving image material from an official Vidhyanjali site and publishes on his or her own site. All image material is copyright protected, and Vidhyanjali has acquired the rights to use it. These rights are not extended to APs. - Moving images; videos etc.: May be used through sharing function if and when available. The sharing function provides automatic reference to the source site. - Images of models or persons: May be used through sharing function if and when available. The sharing function provides automatic reference to the source site. - Images of Vidhyanjali products: May be used with us without sharing function as long as the source site is mentioned in a visible and unambiguous way (for example: “source: www.vidhyanjalionline.com/image”). Any claims from a 3rd party that may be addressed to Vidhyanjali will be transferred to the AP.

7. VIDHYANJALI LOGO: The Vidhyanjali logo may be used in the formats that can be found on official Vidhyanjali websites. The logo may not be altered or animated and can only be used as page header or footer, as well as in email signature in its original format, with the consent of Vidhyanjali.

8. SOCIAL MEDIA SHARING: Vidhyanjali encourages presence on blogs, social networking sites and similar. APs are encouraged to blog and leave comments about Vidhyanjali products where they deem it appropriate. To as large an extent as possible we recommend that the AP uses the sharing functions provided by Vidhyanjali in order to secure correct display and source information.

9. Vidhyanjali hold the right to ask the APs to make any changes as deemed appropriate on the APs website, blogs or ecommerce and may ask to suspend or withdraw any content permanently.

