

SMART DIGITAL BAZAAR'S BUSINESS PLAN

India is a thriving market for direct selling. The industry has become a billion-dollar market in India. At Smart Digital Bazaar, we believe there is a better way to do marketing. A more valuable, less invasive way where customers are earned rather than bought. We're obsessively passionate about it, and our mission is to help people achieve it. As a Smart Digital Bazaar with the advent of technology and internet provide a valuable service for both groups, customer and vendor. Our service will help Individuals to gain from direct cost savings for goods and services in the market one can easily Increasing brand awareness and helpful your business grow.

Mission

To grow direct selling companies by developing successful entrepreneurs who continuously discover possibilities for generating abundance in their lives.

We fulfill our mission through consulting services that assist party plan companies –

- Offer a quality direct selling business opportunity
- Present their brand in a compelling manner
- Build, inspire, train and retain a sales force
- Develop effective sales force and customer communications - print and web
- Create exciting customer promotions and sales force incentives
- Plan for financial success
- Produce exciting events

Our interventions and activities can be many and all different from each other and cover different Direct Selling aspects, but only one is the style and form, Art.

Core Value:

1. We plan and build for the long term.
2. We value craftsmanship in all we make.
3. We believe fun should be a part of everything we do.
4. We believe that family is of fundamental importance.
5. We believe that honesty is always the best policy and that trust has to be earned.
6. We believe in maintaining a healthy work/life balance.
7. We believe best to do one thing really, really well.

With respect to our services, we try our level best to make the products reached you at the proper time. Also we never compromise with the quality of the products

Concept

SMART DIGITAL BAZAAR provides the unique platform to both customer and vendor to satisfy their needs. We will provide relevant discount coupons for a vast range of products and Services from manufacturing brands and retailing giants. Any customer or vendor can join the SMART DIGITAL BAZAAR. This will help the customer to purchase their desire product and service with the attractive discount and also help the vendor to increase their sales volume and

business growth. This is one of the safest business opportunities available for an individual, as it does not demand heavy investments, there is little or no risk, it does not need a retail store or a warehouse and it gives returns in proportion to the time and efforts one invests in the business conduct.

WHO CAN JOIN THE SMART DIGITAL BAZAAR BUSINESS?

Any individual can join as direct seller with SMART DIGITAL BAZAAR without any joining fees. However any customer wish to purchase any product or service from the Mobile Applicable of SMART DIGITAL BAZAAR then he or she may purchase discount coupon of worth Rs. 1999 against that he or she get 2000 discount points to purchase any product and service available in the Mobile Application or website of SMART DIGITAL BAZAAR. All the payments are subject to the completion of buy back period of 30 days of Discount coupons and / or services advertisement. All payments are subject to TDS. TDS rate will be applicable on time to time as per government policy. Closing is on monthly basis. Carry forward of sales is allowed.

Any Vendor can join as direct seller with SMART DIGITAL BAZAAR without any joining fees. However Vendor can purchase right to display 10 products or service advertisement space into mobile application of SMART DIGITAL BAZAAR by paying of Rs. 1000.

RIGHTS OF SMART DIGITAL BAZAAR (COMPANY)

1. We shall maintain a Register of direct sellers, wherein relevant details of each enrolled direct seller shall be updated and maintained.
2. We shall maintain proper and updated website with all relevant details contact information, its management, products, product information, price, complete income plan, terms of contract with direct seller and complaint redressal mechanism for direct sellers and consumers. The website should have space for registering consumer complaints and should ensure that grievances are addressed within 45 days of making such complaints.
3. We shall provide to all direct sellers their periodic account / information concerning, as applicable, sales, purchases, details of earnings, commissions, bonus and other relevant data, in accordance with agreement with the direct sellers. All financial dues shall be paid and any withholding made in a commercially reasonable manner.
4. We shall monitor the value of the purchases of all its Direct Sellers/Distributors on a monthly basis and once the purchase value crosses the GST threshold; it must intimate the direct seller/Distributor to pay the GST.
5. SMART DIGITAL BAZAAR (Direct Selling) entity shall not:
 - a) 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;

- b) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
 - c) Present any advantages of direct selling to any prospective direct seller in a false or deceptive manner;
 - d) Make or cause, or permit to be made, any representation relating to its direct selling business, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller which is false or misleading;
 - e) 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 and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller;
 - f) 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 agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller;
 - g) Require its direct sellers to provide any benefit, including entry fees and renewal fees or to purchase any sales demonstration equipment or material in order to participate in its direct selling operations;
 - h) Provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers;
 - i) Require the direct sellers to pay any money by way of minimum monthly subscription or renewal charges;
6. Notwithstanding the distribution system adopted by a direct selling entity, the Direct Selling Entity shall be responsible for compliance of these Guidelines by any member of its network of direct selling, whether such member is appointed directly or indirectly by the Direct Selling Entity.

RIGHTS OF BUSINESS OWNERS ASSOCIATED WITH SMART DIGITAL BAZAAR

1. It has no provision that a direct seller will receive remuneration or incentives for the recruitment/enrolment of new participants.
2. It does not require a participant to pay any entry registration fees, cost of sales demonstration equipment and other fees relating to participants.
3. It does not require a participant to purchase goods or services:
 - (i). for an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers;

- ii. for a quantity of goods or services that exceeds an amount that can be expected to be consumed by, or sold or resold to consumers;
4. It provides a participant with a written contract describing the material terms i.e. buy-back or repurchase policy, cooling-off period, warranty and refund policy of participation;
 - Buy-back policy: Notify and provide a full refund or buy-back guarantee to every direct seller on reasonable commercial terms which can be exercised within a period of 30 days, from the date of the distribution of the goods or services to the direct seller.
 - Cooling off period: Notify and provide to every direct seller of 30 days cooling-off period which entitles such direct seller to return any goods /services purchased by the direct seller during the cooling-off period.
5. Allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to One years since the contract was entered into, or since the date of the last sale made by the direct seller;

OBLIGATIONS OF BUSINESS OWNERS ASSOCIATED WITH SMART DIGITAL BAZAAR

1. Direct Seller engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;
2. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, 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;
3. Offer a 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;
4. Provide the following information to the prospect / consumers at the time of sale, namely:
 - ❖ Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;
 - ❖ A description of the goods or services to be supplied;
 - ❖ Explain to the consumer about the goods return policy of the company in the details before the transaction;
 - ❖ The Order 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 good;
 - ❖ Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid;

- ❖ Details regarding the complaint redressal mechanism;
- 5. A direct seller 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.
- 6. A direct seller shall not:
 - a) Use misleading, deceptive and / or unfair trade practices;
 - b) 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;
 - c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
 - d) Present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner;
 - e) 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;
 - f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts;
 - g) 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;
 - h) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

SMART DIGITAL BAZAAR DIRECT SELLING BUSINESS INCENTIVE PLAN OVERVIEW

Customer for discount coupon as a company products

On purchase of discount coupon worth Rs. 1999/-, company will provide customer 2000 discount points in the wallet account that can be consumed against future purchase of the goods or services made by the customer using the platform (i.e. mobile application) of the company only. If customer on satisfaction of the purchases of products, he may become an agent of the company to earn income in terms of commission using his reference for sale of the discount coupon of the

company. He will be entitled to commission as per structure provided by the company which is directly connected to sale of coupons of the company being an agent of the company. For ease of understanding, will call the agent as “Customer Agent”.

Vendor for Product and services advertisement Space as a company service

At SMART DIGITAL BAZAAR, we also provide the unique platform to vendor for display their 10 products or services images on mobile application of SMART DIGITAL BAZAAR for the period of six months by paying Rs. 1000. On satisfaction of the purchases of services, he may become an agent of the company to earn income in terms of commission using his reference for sale of the Product or services Advertisement space on the platform of the company being a website and/or mobile application of the company. He will be entitled to commission as per structure provided by the company which is directly connected to sale of products and services advertisement space (Company Service) of the company being a Vendor agent of the company.

DEFINITIONS

1.1.1 Customer Agent

Customer Agent is a direct seller who sells discount coupons to the other customers in the capacity of the Agent of the company, and in-turn, he will receive commission which is connected to sale of products to the Customer by the company through his efforts. Company is not taking any charges or deposit for being a Customer Agent of the Company.

1.1.2 Vendor Agent

Vendor Agent is a direct seller who sells Product and services Advertisement space to the Vendor in the capacity of the Vendor Agent of the company, and in-turn, he will receive commission which is connected to sale the rights for display the products or services at mobile application of SMART DIGITAL BAZAAR to the other Vendor by the company through his efforts. Company is not taking any charges or deposit for being a Vendor Agent of the Company.

1.1.3 Direct Seller

DIRECT SELLERS are the individuals who want to explore SMART DIGITAL BAZAAR'S Direct Selling Business. Direct Sellers can avail multiple incomes in the form of different Incentives, Rewards and recognition.

1.1.4 Referral Direct Seller

Referral Direct Seller is the individuals who have joined the SMART DIGITAL BAZAAR by the reference of Direct Seller for exploring the SMART DIGITAL BAZAAR'S Direct Selling Business.

1.1.5 Business value

Business value means Value of the products or services being purchased by customer and vendor from the company.

SMART DIGITAL BAZAAR DIRECT SELLING BUSINESS INCENTIVE PLAN

Incentive Plan for Customer Agent (being a Direct Seller for sale of Discount Coupon) / Incentive Plan for Vendor Agent (being a Direct Seller for sale of Product and services advertisement space)

Predefined Conditions

- **Incentive to Direct seller will be provided only when customer referred by direct seller will purchase product / services from the company. No incentive will be provided to direct seller on recruitment of another direct seller in the network.**
- **Every direct seller has to create three teams under him (i.e. left team, middle team and right team) and direct seller has to support these teams for enhancement of efficiency in regards to sale of products / services of the company.**
- **No incentive will be provided to the direct seller unless purchase of the product / services by immediate down line direct seller of three teams under him.**
- **Every direct seller has to follow above predefined conditions to get incentive from the company.**
- **Completion of team means immediate down line direct seller of team has purchased product /services form the company.**
- **Incentive will be provided to the direct seller on the purchase of the product / services by the customer form the company on completion of three teams on different level under the direct seller as per below table:**

Level	Direct Sellers who has purchased the product / services of the company.	Incentive to First Direct Seller of the company. (Rs.)
1	1	0
2	3	0
3	9	900
4	27	0
5	81	8100
6	243	0
7	729	72900
8th and more	730 or more	No incentive
Total	To the first direct seller and to all other direct sellers achieving levels as above	81900