

# CODE OF ETHICS AND CONDUCTS

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## 1. INTRODUCTION

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1. 1.1. M/s. PKC IT Service Private Limited has formulated a Code of Ethics ('Code') and Rules of Conduct ('Rules') to ensure that all Grosspe Independent Business Owner maintain the highest standards while conducting their Grosspe business. The Grosspe Independent Business Owner's Code of Ethics and Rules of Conduct will act as a guiding principle to ensure that Independent Business Owners behave in a manner that is in line with the internal values and principles of Grosspe matching with the prevailing legal and regulatory requirements.
2. 1.2. Each Independent Business Owner is mandatorily required to adhere to the Code of Ethics and Conduct of Grosspe, including its amendments, if any, from time to time.

## 2. THE DEFINITIONS OF THE TERMS USED IN SECTIONS BELOW

1. 2.1. For the purpose of Code of Ethics and Rules of Conduct shall include following:
  1. 2.1.1. The Terms and Conditions forming part of the Direct Seller Application;
  2. 2.1.2. The Company's Business Plan and Business Manual;
  3. 2.1.3. The Code of Ethics and Rules of Conduct for Independent Distributors;
  4. 2.1.4. The Terms and Conditions for Independent Distributors;
  5. 2.1.5. 30 days' Return and Refund Policy of the Company;
  6. 2.1.6. The Return to Origin Policy;
  7. 2.1.7. The Independent Business Owners' License Transfer Policy;
  8. 2.1.8. Guidelines issued by the Ministry of Consumer Affairs, Food and Public Distribution, and prevailing provisions of applicable statutes, Acts and Rules published by Central / State Government.
2. 2.2. For the purposes of this document, a Grosspe Independent Business Owners includes any Business Consultant irrespective of whether such an individual has successfully reached higher levels such as Franchisee, Baron or above.
3. 2.3. A Personal Home Page (PHP) shall refer to a website that has been designed issued and hosted by Grosspe for the benefit of a Grosspe Independent Business Owners.
4. 2.4. In this document, "Grosspe" or the "Company" refers to PKC IT Service Private Limited, entity with which Independent Business Owners have been registered.
5. 2.5. The Line of Sponsorship refers to Grosspe Independent Business Owner and his or her sponsor and so on. The Line of Sponsorship ends with Grosspe.
6. 2.6. "Grosspe Literature" means the Business Plan, the Independent Business Owners' Manual, the Direct Seller Contract, Codes and Rules, Application Form, Published Materials, the Product Catalogues, The Grosspe Brochure, Grosspe Orientation Literature, the Newsletter, Policies or any other information printed or published on the official [www.Grosspe.com](http://www.Grosspe.com) website.
- 2.7. "Sponsor" shall refer to the person introducing a new person to Grosspe who may or may not

Eventually work as an Independent Business Owner with Grosspe.

### 3. TERMINATION

1. 3.1. In case of breach of the terms of the contract executed by the Independent Business Owner read with applicable policies of the Company, the distributorship of Independent Business Owner shall be terminated by the Company.
2. 3.2. If an Independent Business Owner provides false information on the Direct Seller's Application form or if there is any violation of any Rules and / or the Code or breach the terms of Direct Seller Contract, the Company reserves right to terminate distributorship of the concerned Grosspe Independent Business Owner with immediate effect.
3. 3.3. Once, the distributorship is terminated, Grosspe Independent Business Owner will lose all rights and benefits accompanying with Grosspe distributorship as well as their sales network team. In order to ensure that all Grosspe Independent Business Owners conduct their respective Grosspe Business in compliance of internal values, its principles and to maintain highest standards of business, Grosspe has formulated various important policies and documents including this code of conduct and rules.
4. 3.4. The distributorship shall also be liable for termination in case any Independent Business Owner (irrespective of any rank) is placing complete order cancellation with the Company within 30 days from the purchase and seeking refund in his / her bank account instead of coupon credit. It shall indicate that the Independent Business Owner is no more willing to carry out business with the Company. In such cases, the order of such Independent Business Owners will be cancelled and they shall be provided the refund of the eligible amount subject to adjustment of all business incentives and benefits earned / accumulated / paid as a result of the said order or subsequent orders either placed by them or their sales network team, directly to their bank account / credit card / debit card used at the time of placing the order.
5. 3.5. All Grosspe Independent Business Owners are required to comply with the laws, regulations and enactments of the Government even if such laws, regulations and enactments are not explicitly referred to in these Rules and Code of Grosspe.
6. 3.6. The Grosspe Independent Business Owners are advised to regularly visit the website of the Company for more details on the update of all the policies of the Company from time to time. The Company reserves its right to amend and modify existing policies from time to time at its sole discretion.

### 4. DECLARATION BY A GROSSPE INDEPENDENT BUSINESS OWNER:

1. 4.1. I will follow the Rules and Code as they are laid down in this official Grosspe Code of Ethics and Conduct and in other Grosspe literature.
2. 4.2. As a Grosspe Independent Business Owner, I shall respect everyone with whom I do business with in the same manner in which I expect to be respected.
3. 4.3. I shall provide true, correct and relevant information of Grosspe products, Grosspe business opportunities and the benefits to my customers and prospective Independent Business Owners in an honest and truthful manner. Whether communicated verbally or in writing, I shall truthfully give presentation related to Grosspe products and to the business opportunity as it is presented in the official Grosspe literature.
4. 4.4. When dealing with customers of Grosspe products, I shall be courteous and prompt in servicing and taking orders. I will also handle complaints in a similarly courteous and prompt manner. If customers ask for a replacement of products, I shall handle the replacement procedure as it is outlined in official Grosspe literature including Return and Refund Policy.
5. 4.5. I shall carry out the various prescribed responsibilities of a Grosspe Independent Business Owner and

those of a Fashion Consultant, Franchisee, Baron, Count or those higher up (once I reach such levels of responsibility) as they have been laid out in the official Grosspe literature.

6. 4.6. I shall conduct myself only with the highest standards of honesty, integrity, and responsibility.
7. 4.7. I shall not use Grosspe sales network to market products not acquired from Grosspe. I shall adhere to the Direct to Consumer method of distribution. I shall not sell Grosspe products in unauthorized manner.
8. 4.8. I shall abide by the law and the regulations of India and /or any other country in which I conduct my Grosspe business.
9. 4.9. As a Grosspe Independent Business Owner, I shall, at all times, work towards enhancing demand for and promotion of sales of Grosspe products.
10. 4.10. In my capacity as a Grosspe Independent Businessowner, I shall only sell to end-user's. As a Grosspe Independent Business Owner, I shall ensure the best possible customer experience to my customers. I understand that Grosspe is a direct selling company and that the marketing / business plans of Grosspe and the success of the Company depend on Independent Business Owners personally selling products to customers. For the reasons stated above, I agree to present and sell Company's products using only direct to consumer methods such as online or offline selling, and not by any other method without prior written approval from the Company.
11. 4.11. I shall not sell promotional or complimentary material provided by Grosspe.
12. 4.12. All orders placed by me to Grosspe are subject to acceptance by Grosspe. Grosspe reserves right to service or not service, an order that is placed by a Grosspe Independent Business Owners. As an Independent Business Owner, I shall always accept all such orders placed by me and honor the Return to Origin Policy of the Company.
13. 4.13. As an Independent Business Owner, I shall not raise any debt or create an obligation on behalf of Grosspe.
14. 4.14. As an Independent Business Owner, I agree to comply with and accept the terms of the Direct Seller Application Form and submitted my true and correct documents with the Company. It is also understood by me that the Success Plan is comprised of an integral part of an agreement and may also be revised from time to time. I shall honor the terms and conditions of Direct Seller Contract executed by me with the Company
15. 4.15. I understand that Grosspe neither gives any commission nor benefit of any kind for sponsoring an individual. Each Independent Business Owner who qualifies under the rules of Grosspe application and verification process shall be presented with a discount based only on the volume of purchases they make each month from Grosspe.
16. 4.16. I understand that discounts offered to Independent Business Owners shall be accorded for and calculated for purchases during a calendar month at the end of each month. Grosspe reserves the right to withhold the trade discount that is payable to an Independent Business Owner in case there is any outstanding balance in his/her group that is in excess of the period beyond the credit period or if Grosspe suspects that payment will not be received against the sales made during a period or for any other reason based on Grosspe's sole discretion and judgement. Grosspe may additionally forfeit a trade discount at the sole discretion and judgment of Grosspe.
17. 4.17. In case the amount due to Independent Business Owners is less than the amount that Grosspe specifies as the minimum from time to time. In such a case, Grosspe is authorized to credit / accumulate such sums towards any future purchase made by me.

18. 4.18. As an Independent Business Owner, I shall be bound to the valuations of all transactions as they are stated in the documents issued by Grosspe at the end of each month or otherwise.
19. 4.19. As an Independent Business Owner, I agree to payment through Electronic Clearance Service (ECS) that has been introduced by the RBI. I also agree that if there are any changes in the details of my bank account it will be intimated by me to Grosspe in a timely manner. In case the trade discount payment is delayed by factors beyond the control of Grosspe I shall not hold Grosspe responsible.
20. 4.20. I as an Independent Business Owner agree to furnish my Permanent Account Number (PAN) and my address proof AADHAR along with valid bank account proof, at time of my enrolment and as and also later on whenever the same is requested by Grosspe. I agree to accept a consolidated TDS certificate towards tax deducted at source for the period or year ending on 31st March, every year. As an Independent Business Owner, I also authorize Grosspe to deduct TDS as per the Income Tax Act. I further agree that Grosspe may deduct and tax at a higher rate, as may be applicable from time to time, in case I have not provided a PAN card.
21. 4.21. As an Independent Business Owner, I will transfer all information related to the business plan, operations of the Company, terms and conditions, Rules, regulations and Code of Ethics of Grosspe to a new Independent Business Owners , who has been introduced / sponsored by me or to me, as the case may be and I will ensure that the new Independent Business Owners has understood the same.
22. 4.22. I as an Independent Business Owner agree to receive commercial communications from Grosspe by email and/or text message on my registered email Id and/or mobile number irrespective of my registration with DND registry.
23. 4.23. I undertook to personally update / keep on updating and transfer all information to my team members and others as well, about Grosspe's business activities, policies and compensation plans as they have been provided in the business plan and will ensure that such persons agree to these as the basis of joining Grosspe as Fashion Consultant.
24. 4.24. I further confirm that as a Grosspe Independent Business Owners, I cannot charge any training fees from individuals sponsored by me.”

#### 5. DISTRIBUTORSHIP WITH GROSSPE

1. 5.1. To become a Grosspe Independent Business Owner, a candidate should be sponsored by an existing Grosspe Independent Business Owner.
2. 5.2. Only an individual is allowed to become Grosspe's Independent Business Owner.
3. 5.3. Grosspe reserves the right to refuse to grant distributorship to any individual without assigning any reason.
4. 5.4. Applicant must be of the legal age i.e. 18 years to become a Grosspe Independent Business Owner.
5. 5.5. Former Grosspe Independent Business Owner may apply for re-registration for distributorship after one year from the date of surrendering their distributorship with the Company.
6. 5.6. Applicant shall disclose in the application form, if required, that the applicant had been a Grosspe Independent Business Owner of the Company in the past.
7. 5.7. A Grosspe Independent Business Owner may immediately apply to become a Independent Business Owner again without mentioning that he or she had been a member earlier in case he or she has been inactive for 24 months following termination of membership.

8. 5.8. Grosspe reserves the right to suspend the distributorship of any Independent Business Owner for up to a period of 12 months or indefinitely with immediate effect if it is found that Independent Business Owner has been in violation of Grosspe Rules and Conduct.
9. 5.9. A Grosspe Independent Business Owner shall disclose his/her conflict of interest as and when arise.
10. 5.10. Please refer the website of the Company for more details.

#### 6. THE DETAILS OF MAINTAINING LINES OF SPONSORSHIP AND LICENSE TRANSFER

6.1. Grosspe Business Consultants are not allowed to re-register under a different line of sponsorship. However, if an Independent Business Owner has violated Company's Rules, all of their accounts pertaining to Grosspe shall be frozen and any accumulated benefits will be forfeited with a right to recover the business incentive already paid to such Independent Business Owner.

2. 6.2. Grosspe Independent Business Owners can't transfer the distributorship (ID) with anyone else unless authorized by the Company in writing by imposing such terms or conditions as it may think necessary. However, such distributorship may be transferred in case of death of the Independent Business Owner to their nominee, registered by them with the Company subject to compliance of the terms and conditions of 'License Transfer Policy' of the Company.
3. 6.3. Such transfer shall only be permitted once per ID i.e. the same ID shall never be transferred again by the nominee of the deceased Independent Business Owner in favor of anyone else.

#### 7. RESPONSIBILITIES OF AN INDEPENDENT BUSINESS OWNER

1. 7.1. Grosspe Independent Business Owners shall not use Grosspe network to market products that are not acquired from Grosspe.
2. 7.2. A Grosspe Independent Business Owner shall not solicit or pursued to change his /her line of sponsorship from the network of another Grosspe business Consultant.
3. 7.3. Grosspe provides only a business opportunity to its Independent Business Owners. Grosspe business Consultants neither represent or portray themselves as director, promoter, employees, of the Company nor shall invite or provide employment, job, fixed salary or other accommodation, for and on behalf of the Company. When such Independent Business Owners present Grosspe business opportunity to others they must clearly state their identity with sufficient proofs, nature of their relationship with Grosspe. Independent Business Owners must state the independent character of their business and make known the fact that no employment with Grosspe exists.
4. 7.4. A Grosspe Independent Business Owner has no authority to bind or assume an obligation on behalf of Grosspe. Independent Business Owners shall indemnify Grosspe with respect to costs or damages brought about by non-compliance of Rules / Code or any other provisions of the laws, rules, regulation, notifications, guidelines made in this behalf and amended from time to time.
5. 7.5. Grosspe does not impose any conditions for any minimum purchases, whether in quantities or in value, for its Independent Business Owners. Similarly, a Grosspe Independent Business Owner shall not compel or force others to order through him/her or order any minimum quantities or maintain a stock of products.
6. 7.6. All Grosspe Independent Business Owners may order any quantity of goods directly from Grosspe, but handling and courier fees may vary depending on the size of the order. It is up to the individual Grosspe Independent Business Owners' judgment to determine if he/she should keep any stock or not. Independent Business Owners shall buy products depending upon their consumption requirements or selling pattern and in such quantity or of such value that can be foreseen to be sold to consumers or consumed within a reasonable period of time.

7. 7.7. A Grosspe Independent Business Owner shall not place orders in the name of another Grosspe Independent Business Owners. Grosspe Independent Business Owners shall comply with all laws, rules & regulations and codes of ethics applying to the operation of their distributorship, including any tax laws and regulations regarding tax registration, payment of GST and filing of income tax. Grosspe Independent Business Owners shall not engage in any activity which may bring either them or Grosspe into disrepute.
8. 7.8. From the initial contact with a prospective consumer, Grosspe Independent Business Owner shall identify herself/himself and explain the purpose of her/his approaching a prospective customer or the purpose of the occasion. Grosspe Independent Business Owner shall ensure full transparency of her/his identity as a Grosspe Independent Business Owner in any related communication, whether by email, a website, social media page etc. The Independent Business Owner must present his/her name and his/her contact information as well provide information that the sender is not a Grosspe official representative. The word "Independent" shall always be added before Grosspe "Business Consultant or any such higher ranks" on any identity representations such as e-mail signatures, business cards, a website, a social media page and the like.
9. 7.9. The information which a Grosspe Independent Business Owner provides 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 in the principles governing the protection of minors who are unable to give their consent.
10. 7.10. Grosspe Independent Business Owner shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers, if any, and shall not exploit a consumer's age, illness, mental or physical infirmity, credulity, lack of understanding or lack of an understanding of language.
11. 7.11. Grosspe Independent Business Owner shall discontinue a demonstration or sales presentation on the request of the consumer. If the Independent Business Owner has given a presentation to a prospect fairly it is possible that the prospect shall wish to commence a relationship with Grosspe Independent Business Owner in the future.
12. 7.12. The Independent Business Owner must also take appropriate steps to ensure the protection of private information provided by actual or prospective consumers. Grosspe Independent Business Owner must ensure that personal telephone or electronic contact is made in a reasonable manner and during reasonable hours to avoid intrusiveness.
13. 7.13. A Grosspe Independent Business Owner shall never be involved in interviews regarding, or referring to Grosspe with any media, whether by television, internet, radio, magazines etc. Nor may they utilize any advertising media (including viral advertising as SMS, internet etc.) for the purposes of marketing of their Grosspe business without Grosspe's prior written consent.
14. 7.14. Grosspe Independent Business Owners shall not be involved in social media dialogues which misrepresent or give incorrect or misleading information about Grosspe, its products or services, or which may lead Grosspe to suffer a loss of reputation.
15. 7.15. Grosspe Independent Business Owners shall not use misleading, deceptive and/ or unfair trade practices including but not limited to unfair recruiting practices, misrepresentation of actual or potential sales or earnings, exaggerating the business opportunity, and overstating advantages of direct selling to any prospective direct seller when interacting with prospective direct sellers.
16. 7.16. Grosspe Independent Business Owners shall not present as fact, representations to a prospective direct seller that cannot be verified or make promises that cannot be fulfilled. Any such misleading or false commitments shall be individual liability of the Independent Business Owners and the Company shall upon receipt of complaint, terminate their distributorship.

17. 7.17. Grosspe Independent Business Owners shall not knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the direct selling operation, including the compensation system and the agreement between Grosspe and himself or herself that is false and/or misleading.
18. 7.18. Grosspe Independent Business Owner shall not demand or encourage direct sellers recruited by the first mentioned direct seller to purchase Grosspe products in unreasonably large amounts.
19. 7.19. Grosspe Independent Business Owner shall not provide any Grosspe Literature and/or not provide collateral issued by Grosspe, to a prospective and/or existing direct seller or float any venture that has not been approved by Grosspe.

#### 8. ADDITIONAL RULES AND POLICIES INDEPENDENT BUSINESS OWNER MUST FOLLOW

1. 8.1. There are no exclusive territories or franchises (With the term "Franchises" used here not pertaining to Grosspe rank of the same name and shall have no legal parlance) available under Grosspe policy. No Grosspe Independent Business Owner has the authority to grant, sell, assign or transfer such a territory or franchise (With the term "Franchises" used here not pertaining to Grosspe rank of the same name). Every Grosspe Independent Business Owner is free to conduct his/her business in any area of the country in legal manner.
2. 8.2. Grosspe Independent Business Owner must respect that Grosspe presently operates only in one market, and not in all countries worldwide. Grosspe strictly observes its obligations related to product safety, product registration, and other rules that may apply to trade in India. Grosspe bears no responsibility for any damage, disputes or claims arising from or related to cross-border trade conducted by Grosspe Independent Business Owners in any country outside the market in which Grosspe operates. Thus, Grosspe will hold Grosspe Independent Business Owner fully liable for such actions.
3. 8.3. A Grosspe Independent Business Owner is independent from Grosspe. The only title which may be used on business cards, other printed materials or in email communication is "Independent Business Owner" or "Independent Product Consultant" or "Grosspe Independent Business Consultant".
4. 8.4. Promotional Materials, Grosspe's Independent Business Owners' Personal Home Pages and any social media applications, e.g. on Facebook, Instagram, WhatsApp, provided by Grosspe can be used as specified without further approval. It is understood that Grosspe Independent Business Owners cannot register or host any website, social page or homepage with the domain name or with the intellectual property right, trade name that includes the word "Grosspe", or any of its brand names. Grosspe Independent Business Owners can drive traffic to official Grosspe websites, blogs, walls and like. Non-compliance of this clause may lead immediate suspension / termination of distributorship.
5. 8.5. Grosspe reserves the right to pre-approve the material that will be published.
6. 8.6. Grosspe trademarks, logos, and brand names are the intellectual property of Grosspe and shall not be used by a Grosspe Independent Business Owner as printed materials nor may they be published on the Internet without prior written consent from Grosspe. If such consent is obtained, trademarks and logos must be used exactly as stated in Grosspe guidelines.
7. 8.7. No Grosspe Independent Business Owner may produce or procure from any source other than from Grosspe any item upon which the trademarks or logos are printed or displayed unless specific prior permission is obtained from Grosspe.
8. 8.8. All Grosspe printed material, videos, photographs, designs are protected by copyright and should not be reproduced in whole or in part by anyone, either in printed materials or published on the Internet or any other medium, without prior written approval from Grosspe.



When copyrighted material is legitimately used it is mandatory that reference to Grosspe copyright is made in a visible and unambiguous way.

9. 8.9. No Grosspe Independent Business Owner shall sell to, sell in, demonstrate or display Grosspe products in any retail outlet, without prior written approval from Grosspe.
10. 8.10. The contents of Grosspe websites such as text, graphics, photographs, designs, and programming are copyright protected and may not be utilized for any commercial use without prior written approval from Grosspe.
11. 8.11. Spamming (the abuse of electronic messaging systems to indiscriminately send unsolicited bulk messages) is strictly prohibited. A Grosspe Independent Business Owner is advised to limit the number of promotional emails sent to end-customers so as not to cause disturbance to the receiver. It is re- iterated that such messages, if any, cannot be sent on behalf of Grosspe and therefore full responsibility for the contents lies with the consultant.
12. 8.12. Under no circumstances is any person authorized to repackage or alter the packaging or labelling of Grosspe products. Grosspe products are only to be sold in their original packaging.
13. 8.13. Grosspe reserves the right to deduct, at any time, any overdue invoices from any Performance Discount or Bonus due for payment to Grosspe Independent Business Owners .
14. 8.14. Grosspe has the right to change its prices and its range without prior notice. Grosspe will not give a performance discount, bonus or any other compensation for any losses suffered due to a change in price, a change in the range, or if products are out of stock.
15. 8.15. Upon termination of an Independent Business Owners' relationship with Grosspe, Grosspe agrees to repurchase products from the Fashion Consultant, except if the agreed terms have not been violated and such return is qualified under the Return and Refund (Buy-back) Policy of the Company. All of the following conditions must be met for refund:
  1. Returns must be made within 30 days from date of Invoice.
  2. Products will be refunded as per Return and Refund policy after deduction of any performance discount or bonus paid to the Sales network team.
  3. Items returned must be currently marketable and in saleable condition with live status in Grosspe inventory.
  4. Other conditions as stipulated in return and replacement policy, return to origin policy of the Company.

For the purposes of this clause, currently, marketable Grosspe inventory means any products that:

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have not been used, opened or tampered with in any way. Product is in marketable and saleable conditions.

are still marketed by Grosspe on its website.

If a Grosspe Independent Business Owner is in any way is involved, illegally or otherwise, in any dispute or activity that may involve or negatively affect Grosspe or its reputation, such an Grosspe Independent Business Owner should immediately inform Grosspe.

Grosspe reserves the right to expand or revise Grosspe Business Plan, qualification criteria, or the Code and Rules at its sole discretion. Independent Business Owners shall must visit the website of the Company regularly to update themselves.

## 9. RIGHTS AND RESPONSIBILITIES OF THOSE AT HIGHER LEVELS

In addition to the general rules above, which apply to all Grosspe Independent Business Owners, the following rules apply specifically to those who are higher up, such as Marquis and above, in Grosspe distributors hierarchy.



Violation of any of these special rules will result in immediate loss of status and of any underlying privileges - including any related compensation and benefits - and may even result in termination of Grosspe distributorship.

1. 9.1. As a high-ranking Marquis working with Grosspe, you not represent or be a member / distributor of any other direct selling company;
2. 9.2. The spouse of a Marquis who is also a representative, distributor or member of any other direct selling company is not allowed to participate in any Grosspe meeting or event. The activities of such a spouse must be kept separate from the Marquis's activities related to Grosspe. Those of the designation of Marquis and above working with Grosspe are required to intimate Grosspe in case his/her spouse is a representative / distributorship of any other direct selling company to avoid conflict of interest.
3. 9.3. Individuals who are Marquis or above must agree to comply with any additional rules or instructions which are communicated from time to time by Grosspe.

#### 10. COMPLAINT HANDLING PROCEDURE

1. 10.1. Grosspe has a dynamic system for handling any complaints and for which Grosspe has established a Customer Care team and Grievance Redressal Committee. All complaints that are related to Grosspe products should be directed to Grosspe Customer Services.
2. 10.2. Grosspe has also a compliance monitoring mechanism for handling complaints that are related to breach of terms, Rules, and Code. Such complaints are handled by a Grievance Redressal Team that is headed by designated officers of the Company. Details are also available on the website of the Company.

#### 11. COMMUNICATION OF GUIDELINES FOR INDEPENDENT BUSINESS OWNERS

11.1. When approaching a Customer or a Potential Prospective Independent Business Owner, ensure the Following:

1. Truthfully identify yourself and explain the purpose of your solicitation, the identity of Grosspe, and the nature of Grosspe products.
2. Answer all questions truthfully and in a fair and understandable manner.
3. Refer your contact to visit Grosspe website where he or she may read more about the products and specifically draw your customer or potential to Grosspe complaint handling procedures.
4. Offer Grosspe customers a complete explanation and demonstration of Grosspe fashion wear, share the accurate price list of products, a correct explanation of the terms of payment, and an accurate explanation of the terms of guarantee as well.
5. Respect the privacy and other personal constrains an individual may be under (e.g. time, place, physical condition)
6. While giving a presentation, a prospective customer may ask you to discontinue and you should respect their actions and do so. Keep in mind that many such prospective customers may change their mind in the future and ask to learn more about the business opportunity you had tried to present.
7. Inform every customer about his or her right to return a product and their right to receive a refund.

At the time of sale, provide the following Information

1. Your name, address, enrolment number or registration numbers, proof of identity and telephone number of Grosspe and details about Grosspe.

2. You must provide a description of the goods and services to be supplied.
3. You must explain about the companies returns policy to the customer in detail before any transaction and also explain to the customer about the product's warranty and about the replacement procedure in case a product is found to be defective.
4. A customer must be provided with the date the order was placed, the expected date of delivery, the total amount the customer must pay, and the bill and receipt.
5. Customers must be provided with information about their right to cancel an order and their right to return a product that is in a saleable condition. They must also be provided with information about how they may avail a full refund on the sum of money they have paid should they decide to return a product.
6. The Company shall provide replacement or refund as per the choice of the Independent Business Owner subject to the '30 day's Return and Refund Policy' as applicable from time to time.

Important Points on 30 days' Return and Refund Policy:

1. (i) Orders can be replaced or cancelled within 30 days from the date of purchase subject to the provisions of 'Return and Refund policy' of the Company. In such case, Grosspe shall issue coupon of the value of product which can be used by the Independent Business Owner for all subsequent purchases from Grosspe for a period of one year from the date of issue. However, any purchase done through such coupons shall not be eligible for any kind of business incentives.
  2. (ii) In case the Independent Business Owner is desirous of cancel the ordered product and request for complete refund of the amount paid directly to the bank account / credit card / debit card, used by him / her at the time of placing the order, Grosspe shall take the request and cancel such order. In such case, the eligible amount of refund shall be transferred by the Company to the Independent Business Owner directly to the bank account / credit card / debit card used by them at the time of placing the order, after deduction of business incentives earned / accumulated / paid by Grosspe on the cancelled order along with all subsequent orders made on or after the date of cancelled order, either placed by the Independent Business Owner or their sales network team.
  3. (iii) If the amount of business incentive / group incentive already earned / paid to the Independent Business Owner is more than the amount of refund requested by him / her towards cancelled product, no refund will be given in such case as the Independent Business Owner has already received the amount more than / equal to the amount of refund requested. In such case, Grosspe may at its sole discretion reserves absolute right to recover such additional amount from the Independent Business Owner. This is necessary to eliminate exploitation of the business plan by miss utilization the provisions of refund facility provided by Grosspe.
7. Details about the complaint redressal mechanism must be provided to a new customer.

11.2. You must always feel free to remind your customers that Grosspe is a reputable direct selling company that focuses on innovative fashion products. Grosspe offers customers quality products and with an opportunity to build a business. Grosspe business opportunity provides an independent, flexible and fun way to improve one's financial position while enhancing one's abilities and gaining greater self-esteem.

12. WHEN APPROACHING A CUSTOMER / POTENTIAL PROSPECTIVE GROSSPE INDEPENDENT BUSINESS OWNER SHALL NOT:

1. 12.1. Push a customer to buy or join. You must understand that it's Ok if a customer does not wish to buy a product or take advantage of the business opportunity presented. If you have

made an impression of professionalism and have treated them fairly, they may still be interested at a later date.

2. 12.2. Overstate the features of the product. You must fairly and honestly present your experience using a product. You should refer to the product as it is displayed online or in a Grosspe brochure or to other information that has been provided by Grosspe when explaining the business opportunity to a potential member.
3. 12.3. Overstate any Facts About:
  1. The characteristics of Grosspe products;
  2. The Income opportunity Grosspe offers (in terms of the time that needs to be devoted or the ease with which higher levels may be reached. You must not exaggerate the earning potential from the sale of Grosspe products. Remember, Success with Grosspe depends upon the time and effort one is willing to put into the business);
  3. Do not overstate the success you attained since you began working with Grosspe.
4. 12.4. Lie, be aggressive, or intrusive and disrespectful
5. 12.5. Hesitate to let your contact know if you do not have the answer to his or her question. In such a situation you must contact Grosspe Sales Support Team and learn the correct answer to the prospects question. Once you know the answer, you should intimate the correct answer to the prospective.
6. 12.6. Use improperly or without consent the personal data from customers, other Grosspe Fashion Consultants, or potential Grosspe members.

### 13. WHAT ACTIONS INDEPENDENT BUSINESS OWNER MAY CARRY OUT ONLINE

#### 13.1. Background

This policy serves to clarify how Grosspe Independent Business Owners can shape their presence on the internet without interfering with Grosspe brand building activities or by breaching copyright related laws, rules, and agreements.

#### 13.2. General

1. Grosspe offers its Independent Business Owners the possibility to create Consultant Personal Homepages (PHP) and offers other centrally provided tools to sell and promote Grosspe products and business opportunities on the internet. The applications mentioned are the only approved digital tools by which an Independent Business Owner can offer products for sale or for display. The applications mentioned are also the only approved digital tool on which Fashion Consultants may display logo types that are rightfully owned by Grosspe.
2. Independent Business Owners are allowed to host websites on which they discuss Grosspe, its products, and its business opportunity as long as it is clearly stated that the sites on which such actions are performed are not official Grosspe sites. At all times it must be transparent on such sites who is the host of the website and relevant contact information must be visible on such sites as well.
3. The Independent Business Owner who is host of such a website must communicate in his or her own words and should only quote Grosspe texts by referring clearly to the source from the official Grosspe site or materials.

d. An Independent Business Owner shall not build an e-commerce site on which Grosspe products are sold. Fashion Consultants should also not conduct e-commerce outside Grosspe approved applications.

#### 13.3. Domain Name

Independent Business Owners or any third parties are prohibited from registering domain names that contain the word Grosspe, X-Trend, Autous, Karoma, Yogya The Perfect, Vyanjan, Refillitnow,

Ridemesure, or any other intellectual Property of the Company introduced in future. An Independent Business Owner shall also not register a social media page with a name and image that may mislead a consumer to believe that the page is an official Grosspe page or group.

1. 13.3.1. A social media group name and image should clearly state that it is operated by an individual, e.g. “Rahul Grosspe Team” and must display “Rahul’s” own image.
2. 13.3.2. A social media page shall not be named e.g. “Grosspe Chandigarh” and the like, with an official Grosspe Logo, or Grosspe images.

#### 13.4. Disclaimer

Independent Business Owners who host their own websites on which they refer to themselves as a part of Grosspe should ensure that they publish on their website that they are either an

- a)
- b) c)

Independent Business Owners

Independent Product Sales Consultants for Grosspe. Independent Grosspe Product Consultants

Such information should be published clearly at the inception of the web page as well as in a disclaimer that is visible on all the pages of the website. The Independent Business Owners name and contact information should be visible on the website or in the account information section in the case of a social media page.

#### 13.5. Content and Reference to Grosspe

It is forbidden for an Independent Business Owner to copy content and other materials from the official Grosspe website and to publish it under his or her own name. However, if an Independent Business Owner links official Grosspe content to his or her own site this should be stated clearly on the Fashion Consultant's site.

#### 13.6. Images

An Independent Business Owner shall not use images from an official Grosspe site and publish the same on his or her own site. All images on the official Grosspe sites are copyright protected and Grosspe has acquired the rights to use such images. Such acquired rights do not extend to Grosspe Independent Business Owners.

However :

- i. Moving images or videos may be used through a sharing function if and when such a function is available. The sharing function provides an automatic reference to the source site.
- ii. Images of models or persons. May also be used through a sharing function if and when such a sharing function is made available. The sharing function provides an automatic reference to the source site.
- iii. Images of Grosspe products may be used with or without a sharing function as long as the source site is mentioned in a visible and unambiguous way.

Claims or disputes from a third party relating to operation of such websites by Grosspe Independent Business Owner, if any, addressed to Grosspe shall be transferred to concerned Grosspe Independent Business Owners who shall be sole responsible for indemnifying the Company against losses, claims, damages, fees etc.

#### 7. 13.7. Grosspe and Other Brand Logos

Grosspe and its Brands’ logo may be used in the formats as it is found on official Grosspe websites for the permitted purposes which shall not cause and constitute infringement of Grosspe legal rights. It is prohibited to alter or animate the logo and it can only be used in the footer or header of a page or in Email signatures but only in its original format.

#### 8. 13.8. Social Media Sharing

Grosspe encourages its Independent Business Owners to have an online presence on blogs and social media sites. The Independent Business Owners are encouraged to write on blogs and to leave comments on Grosspe products wherever appropriate. However, they must adhere to the Code of Ethics mentioned in the Grosspe Code of Ethics and Conduct section. Grosspe encourages Independent Business Owners to use the sharing functions as and when they are provided by Grosspe in order to accurately secure and display information.

#### 9. 13.9. Search Engine Marketing

Independent Business Owners may conduct search engine marketing such as Google Ad words if the following Grosspe rules of online presence are followed:

- I. The advertisement must clearly indicate that it is created by an Independent Business Owners
- II. The heading should not give the impression that it is an official or in any way endorsed Grosspe advertisement.
- III. It is prohibited to use the word Grosspe as a keyword for such an advertisement.

Independent Business Owners should take into consideration that each buyer of Ad Words is solely responsible for any infringement against the owner of any other brand.

#### DISCLAIMERS :

1. This document constitutes indicatives provisions of permitted and prohibited actions and collectively called as “Code of Ethics and Conducts” for the awareness of its Independent Business Owners and third Parties. The Company reserves its exclusive right to amend, modify and update the above complete documents or any part thereof. By signing up as ‘Independent Business Owner’ with ‘Grosspe’, every Independent Business Owner shall be liable for strict adherence of the provisions of the Code of Ethics and Conducts along with other policies, as may be published by the Company.
2. The original English version of this Policy, may be translated in to other languages. The translated version is a courtesy and office translation only and no rights can be derived from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.