



## CODE OF CONDUCT

### DEFINITIONS

In these Rules unless the context otherwise requires, the following words and phrases shall mean what is given below:

**“Dayjoy”** means Dayjoy Nepal Pvt. Ltd., having its registered office at **Kathmandu Metropolitan City –11, Thapathali, Kathmandu, Nepal.**

**“Dayjoy Business”** means the collective requirements, restrictions and opportunities associated with selling Dayjoy Products and servicing Customers.

**Customer/Distributor** – where the context requires both Customer and Distributor may be referred to as Distributors, however, these specific terms shall have the definitions as given below:

**“Customer”** shall mean and include a person who has signed up on Dayjoy website through a referral from Dayjoy Distributor. A Customer doesn't have the rights to create a team of Distributor entrepreneurs.

**“Distributor”** shall mean and include a person who has signed up on Dayjoy website through a referral from Dayjoy Distributor and has got his KYC done. To be appointed as a Distributor, a Customer must achieve the defined business volume criteria within the specified period. Distributors upon appointment shall have the sponsoring right to appoint persons to their teams as Customer.

**“Dayjoy Business Starter Guide”** means the literature providing information on the Dayjoy Business, Code of Conduct for Dayjoy Direct Retailers/Sellers and the Rules of Conduct governing the Dayjoy Direct Retailers/Sellers.

**“Business Plan”** means the plan detailing Dayjoy 's Business Opportunity Plan, and guidelines, requirements, procedures and policies, regarding the presentation of Dayjoy products, the Dayjoy business, as amended from time to time by Dayjoy , and which forms an integral part of the Distributor Contract. Dayjoy Business Plan is included in the Dayjoy Business Starter Guide.

### **Code of Conduct**

The Dayjoy Rules of Conduct define and establish certain principles to be followed in the development and maintenance of an Dayjoy Distributorship and the rights, duties, and responsibilities of each Dayjoy Direct Retailer/Seller.



The rules are designed to preserve the benefits available to all the Direct Retailers/Sellers under Dayjoy Business Plan. Dayjoy and its Direct Retailers/Sellers have a binding contractual relationship. The terms and conditions of this relationship are set forth in the Dayjoy Direct Retailer/Seller Application Form, Dayjoy Business Starter Guide, which includes Dayjoy Business Plan and Dayjoy Rules of Conduct as amended by Dayjoy from time-to-time. (here in after referred to as the "Official Documents") Dayjoy may notify all such amendments to the Direct Retailers/Sellers by publication on its website [www.Dayjoynepal.com](http://www.Dayjoynepal.com) and other places where possible.

Distributors are required to observe the Dayjoy Code of Conduct at all times. The Company reserves the right to terminate Distributorship at any time for any violation.

**Upon Enrollment, Distributors are expected to pledge the following:**

- 1. I will follow the highest standards of honesty and integrity in the Dayjoy Business.***
- 2. I will present the Company's Business plan accurately and honestly, clearly portraying the level of effort required for achieving success. I shall not use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of the business to any prospective Distributor, during interaction with them.***
- 3. I will not make negative or disparaging remarks about the Company, its products, officers, employees or other people and products. I will be respectful to the Company as well as the direct selling business.***
- 4. I will not use company's event platform for promotion of any Book, Social media Channel, 3rd party trainer or coach, or any group, education system. Company's platform can only be used to promote Products, Product testimonials, Business & leadership knowledge, experience and achievements.***
- 5. I will not use the Company's trade name(s), information, literature, advertising material, and gathering of people or other resources including Intellectual Property to introduce and promote interests of any entity other than the Company.***
- 6. I will not sell the products of Dayjoy through retail outlets and any e-commerce website.***
- 7. I will not encourage Distributors recruited by me to purchase goods/services/ literature or sales demonstration equipment in unreasonably large amounts.***
- 8. I will strive to ensure that my customers and fellow Distributors are satisfied with the Company's products and my services.***
- 9. I will abide by the Dayjoy Distributor's Rules and Regulations at all times.***



***10. I will not resort to any fraudulent act in promoting the Company's business at the expense of the Company and fellow Distributors.***

***11. During Distributorship and thereafter, I will not do anything that may adversely affect the Company, its reputation and business interests.***

***12. I shall not use misleading, deceptive, and/or unfair trade practices.***

***13. I shall take appropriate steps to ensure the protection of private information provided to me by the consumers.***

## **RULES + REGULATIONS**

The following Rules & Regulations of Dayjoy Nepal Pvt. Ltd. (the Company) are formulated and implemented for safeguarding rights and dignity of the Distributors while regulating conduct of business.

In order to mould yourself as a responsible and ethical Distributor of Dayjoy, you must understand and abide by the Policies/Rules and Regulations of the Company; any violation of the same can result in termination of your Distributorship.

The Company reserves the right to amend its Policies, Rules and Regulations without issuing prior notice or clarification. You are expected to visit the Company's website from time to time and keep yourself abreast with updated policies, rules and regulations.

### **1. ELIGIBILITY TO BECOME A DISTRIBUTOR**

#### **A. Individuals**

- a. Individuals aged 18 years and above can apply to be a Distributor of the Company. The Company has absolute discretion to decide whether to accept or reject an application.
- c. Distributor of the Company is not an agent, representative or employee. The relationship is on principal to principal basis.
- d. All applications must be sponsored by an existing Distributor.
- f. Family member (blood relation) of a Distributor can join the Business with their independent ID, Only if the line of sponsorship is under their family ID.

#### **B. Legal entities (such as HUF, Partnership firms, LLP, Company, Society and Trust)**

- a. In such cases registration shall be in the name of the legal entity.



- b. A copy of the constitution, deed, articles of the association along with certificate of institution/incorporation, as may be applicable for the entity and PAN card should be submitted along with the application form. In cases of HUF, copy of PAN card would suffice.
- c. Liability and entitlement of such entity is as per law of the land. Incentive payment would be made by the Company in the name of the entity.
- d. Any change in constitution of the entity should be intimated to the Company and a fresh application form should be submitted along with the new / updated constitution. Company reserves the right to refuse registration of such new/fresh composition or constitution.
- e. Company will communicate only with a person /official duly authorised by the entity underwritten intimation to the Company in advance.
- f. In case of dissolution / winding up / insolvency of the entity, incentive entitlement / arrears, if any shall be released to the successor entity upon submission of proof acceptable to the Company. Claim(s) in this respect shall not be entertained after 90 days from the incident of dissolution / winding up or declaration of insolvency.

## **2. INCENTIVE PAYMENT**

- a. FBV Turnover Business Plan Incentive will be computed on Daily basis (24Hrs Business Cycle).
- b. RBV Turnover Business Plan Incentive will be Calculated and paid on monthly basis.
- c. Pay-outs will be issued by the Company to the registered Distributors as per Company's policy.
- d. On receipt of payout, Distributors should check accuracy of computation. Any queries in this respect should be made within 7 days from the date of issuance of payout by the Company. In the absence of such queries the figures mentioned in the statement shall be final and binding.
- e. It is mandatory for the Distributors to provide their address and bank details. They must also send to us information as per Company Guidelines if there is any change in their address/bank details/mobile no./email id.
- f. In order to receive Incentive, the Distributor must mandatorily provide his/her Bank Details to Dayjoy. In case the Distributor fails to provide the Bank Details, Dayjoy reserves the right to withhold the Incentive amount.

## **3. PROCEDURES FOR DEALING WITH INSTANCES OF VIOLATION**

The Company provides guidance and advice to deal with situations involving breaches and violation of its policies and these rules and regulations. The Company shall also take appropriate action against the Distributor(s) involved. In the event of any violation, the following procedure needs to be observed:

- a) A complaint has to be lodged immediately upon knowing about violation of any Policies/Rules and Regulations of the Company. The complaint must be given in writing by giving details of the alleged violation, also he/she must inform his/her upline about the complaint.



**b)** Upon receiving the complaint, the Company shall immediately notify the Distributor involved, requesting a swift response by way of a chance to explain his/her case. Company may in appropriate cases institute such action suo motu.

**c)** In case of inadequate information, the Company may request for more details from either party.

**d)** If the Company is convinced that the only way to restore normalcy is to suspend or terminate Distributorship, it shall convey its decision by writing a letter or email to provided registered email address to the Distributor concerned. The letter shall also be posted through Registered mail/ Courier to the last known address of the Distributor as listed in Company's database and the post mark shall be taken as proof of receipt. The Company reserves the right to take necessary action against the terminated Distributor including seeking compensation, recovery, damages and legal costs incurred, if any. However, the Company reserves the right to amend or modify any part of the above decision if and when such a need is felt by the Company.

#### **4. RENEWAL OF DISTRIBUTORSHIP**

1. The Company does not charge any renewal fee. Distributorship is discontinued if the Distributor resigns and if the resignation is accepted by the Company. The Distributorship is terminated by the Company if the Distributor does not conduct any Business with the Company for more than two years or in case of any violations of Company policies.

2. In the above cases, the Distributor will be required to put forth his/her claims within one month of the date of the above happenings, thereafter no claim will be entertained. The claims will be settled as per Company's Policy.

3. The limitation period of claiming any amount due to the Distributor by Dayjoy shall be two years. No claims after a period of two years from the due date shall be entertained by Dayjoy.

#### **5. KNOW YOUR CUSTOMER (KYC)**

A person/entity who completes the KYC ( Aadhar Card, Driving License, Voter ID Card, Passport, or any other identity document(s) issued by any State Government or the Central Government, which can be verified ) formalities and fills the Distributor Application + Agreement Form ( the "Applicant" ) shall be assigned an Distributor ID Number. The Applicant shall be confirmed as a Active Distributor pursuant to it carrying out atleast one transaction from the date of submission of the Distributor Application + Agreement Form.

#### **6. SUBMISSION OF DISTRIBUTOR APPLICATION FORM**

##### **Subject to Compliance with Clause 5;**

a. The prospect will fill the Distributor Application Form online and uploads the scanned copy of KYC documents on the Company's website.





b. The Distributor can commence Business with the Company only after KYC has been completed. However, if the Distributor does not submit the KYC documents (to be verified by Company) online, the Distributor's ID will become invalid.

## **7. REPRESENTATIONS MADE BY DISTRIBUTORS**

- a. Distributor(s) shall not exaggerate or misrepresent benefits associated with the Company and the Company's products and services.
- b. Distributor(s) must know and convey that earnings come only through hard work, commitment and consistent efforts.
- c. Distributor(s) shall not make claims other than what is mentioned in the Company's plan and literature about products, quality and earnings. Company has the unconditional rights to take any and all actions including seeking damages for Distributor's action / inaction inviting and causing ill repute/loss to the Company for mis-declaration or mis-representation.

## **8. LABELING, PACKAGING AND PRICING**

The product description, labelling, pricing and packaging done / determined by the Company is final and sacrosanct. No alteration is permissible in these. Distributor(s) are not authorised to re-label, repack, and alter description or sale products loose or in a form not originally caused by the Company or at a price not fixed by the Company. Allegations against Distributor(s) for contravening this rule shall be investigated and appropriate action will be taken.

## **9. CROSS SPONSORING/MULTIPLE IDs**

No Cross Sponsoring of Distributorship shall be allowed. "Cross Sponsoring" in this context means:

- a. Signing up an existing Distributor from another group.
- b. Signing up the wife in another group when the husband is already a Distributor or vice versa.
- c. Signing up under another sponsor to operate his/her new Distributorship when his/her previous Distributorship is still valid.
- d. Allowing other people or relative to use his/her Distributorship to do business.
- e. If family member (blood relation) joins the business with their own ID but their line of sponsorship is not under their family ID, then such a case will be treated as cross sponsoring and the ID taken by such family will be terminated.

In the event of Cross Sponsoring or in the event of a Distributor using a second or multiple IDs, the following procedure shall be followed:

- (i) Any Distributor found doing activity in any network, within six months of resigning (termed as inactivity rule or period), example promoting any close relative/acquaintance, then the ID of the relative/acquaintance will be treated as a second ID and the same will be terminated.



(ii) If the Company receives a complaint within six months of Cross Sponsoring, then the Company will investigate the matter as follows:

a) In the event the second ID has been created while concealing the fact regarding Cross Sponsoring from the upline/uplines of the network in which the second ID has been created, the network under the second ID will be shifted to the next higher Distributor within this network, as if the second ID never existed and the second ID will be terminated.

b) In the event it is found that the second ID has been created with the connivance/knowledge of the upline/uplines of the network, within which the second ID has been created, then the network under the second ID will be shifted under the first ID and the second ID will be terminated. In such a scenario, the Company shall be within its right to take appropriate action against the errant Distributorship, including, but not limited to, cancellation of its ID.

(iii) However, in a situation, when the complaint against a Distributor regarding Cross Sponsoring is filed within six months, but the ID/IDs are not identified within the same period, then the complainant must submit the details of such ID/IDs within three months of filing the complaint. The Company will take action as per above clause (ii) after getting the details of other ID/IDs.

(iv) If the complaint is received after more than six months of a Distributor taking other ID/IDs, the same will not be entertained. On receipt of such complaint, the Company will terminate one of the IDs of the Distributor, which ever may deem fit, and the network will remain with the active ID.

(v) If any Distributor is found taking different IDs, the Company will take strict action against the Distributor which can also lead to the termination of all the IDs, as and when they are discovered.

(vi) The Company will terminate the Distributorship and also withhold the Incentive payment of any Distributor who is found doing Cross Sponsoring of any other existing Distributor/s.

In addition, if the Distributor is running any Dayjoy Shoppe/Stockiest or Super-Stockiest, the same will also be closed down by the Company.

vii) In case the management finds out that the registration of a Distributorship/second ID was done through unethical means, or without the Distributor's consent/knowledge, or by submitting illegible/invalid documents, then the Company will terminate the ID/IDs, which the management may deem fit and the network of such terminated ID/IDs will move up to the next higher Distributor or will be shifted under the ID that is not terminated.



viii) In addition, the Distributor who initiated the above mentioned activities will be subjected to disciplinary action by the Company that may result in the Company suspending/terminating/ withholding Incentive payments of the Distributor and/or imposing a fine on the Distributor. The Company's decision in the above cases will be final.

#### **10. PLACE ORDER**

The Distributor has to place order for becoming active distributor for Dayjoy Business. If the order is not placed then it will result in Distributor's application not being accepted by the Company and the ID will be rendered inactive & invalid.

#### **11. INACTIVE DISTRIBUTOR**

Irrespective of the level attained, if a Distributor does not place any order in preceding Two Years, then he/she will be termed as an 'Inactive Distributor' and the Company reserves the right to take a decision (including termination) regarding his/her Distributorship.

After completion of inactive period the Distributor can join under any of the Distributors, following the termination of the earlier ID. If any Distributor takes a second ID for himself/herself or under their 'Family' after an inactivity period of Two Years, then their first ID will be treated as invalid.

**\*\*Appearance in any form of meetings, seminars, etc, within six months of resigning, will render the resignation of the Distributor in question nullified due to violation of the inactivity rule. The Distributor's "Cooling off" period of six months will be recounted from the date of the second ID's termination.**

#### **12. EXPIRY/CANCELLATION/RESIGNATION/SUCCESSION OF DISTRIBUTORSHIP**

a.  
(i) Any Distributor, Below the level of Platinum Director level, may resign from Distributorship by submitting an application and required documents. Acknowledgment of receipt of such communication constitutes resignation. A person who resigns or whose Distributorship is cancelled/terminated may reapply for Distributorship only after lapse of a period of six months (cooling period) from the date of resignation / cancellation of his / her last Distributorship.

(ii) Any Distributor who is a Platinum Director or above, after resigning, can apply to the Company for a fresh Distributorship only after an cooling-off period of one year. The fresh Distributorship may be granted by the Company after reviewing the application. In such cases the person cannot have any claim whatsoever over the downline(s) / business he/she had prior to reapplication for Distributorship.





b. In case a Distributor resigns for certain unforeseen circumstances, subject to Company's satisfaction, he/she may transfer the Distributorship to his/her blood relative only (proper proof and documentation required).

c. Distributorship in ordinary circumstances expires upon death or proven incapacity of the Distributor. However, nominee of the deceased upon evincing interest to succeed Distributorship may be allowed by the Company. In cases where the nominee does not come forward till 3 months from the date of death or incapacitation of the original Distributor as the case may be, successor of the deceased upon submitting appropriate documentation and evincing interest to succeed Distributorship may be allowed by the Company.

However, under no circumstances such Distributorship will be entertained after 6 months from the date of death or knowledge of incapacitation of the Distributor either from nominee or successor.

d. Distributorship may be cancelled/terminated, declared unclaimed or suspended by the Company for the reasons mentioned in the Company's Policies/Rules and Regulations.

### **13. MARRIAGE**

The Distributors who get married to each other, and are placed in two different network team shall separately intimate to the Company about their marriage within 30 days from the date of their marriage. Subject to conditions of other sub-clauses of this clause one amongst them ought to resign within 30 days from the date of marriage, failing which Distributorship of both Distributors shall be cancelled. Original down-line structure of the Distributor who resigns for reasons of marriage in terms of this sub-clause shall remain unchanged.

### **14. SEPARATION**

In case of divorce amongst couples having Distributorship through 'partnership firms' formed as aforesaid, benefits of Distributorship and the Distributorship itself shall be apportioned or transferred as the case may be in terms of the 'deed of partnership'. Such changes in Distributorship of the 'partnership firm' shall be caused by the Company only on completion of 90 days after receipt of the 'decree of divorce' granted by a competent court.

The Distributorship of the partnership firm of the couple shall be put under suspension with effect from the date of commencement of divorce proceedings between the couple and during pendency of divorce proceedings, the Company in its discretion, may as a special arrangement, allow (without insisting upon lapse cooling period) both parties do Dayjoy business separately as freshly appointed Distributors. After the judgment of the court, the suspension of the spouse in whose name the court has approved for Distributorship to be continued, can continue as a Distributor, and the partnership



will stand dissolved. In case the judgment is silent on the issue, the Distributorship under partnership will stand terminated.

In cases where a married couple is Distributor and co-Distributor and any of them files a petition for divorce, the Company shall only consider the Distributor as its principal Distributor and no rights shall accrue to the co-Distributor except when a decision is taken on the issue of succession of Distributorship by an appropriate court (whether interim or final). However, this shall be subject to a final decision by the Company.

#### **15. WAIVER**

a. The failure of the Company to exercise any rights stated in the Company Rules and Regulations or in the Distributor Application Agreement shall not constitute a waiver of the Company's rights to demand exact compliance therewith.

b. Any waiver by the Company can and shall only be affected in writing by authorised personnel of the Company.

#### **16. PROHIBITED ACT**

A Distributor shall not -

a. Incur any liabilities or Debt in the name or on behalf of the Company.

b. Enter into, modify or alter any contract in the name of the Company.

c. Engage himself/herself or show interest directly/indirectly as agent, servant or licensee for sale of any product/ goods other than those of the Company, in any trade, business or profession in competition with the Company.