

獨立直銷商加盟協議書條款 TERMS OF INDEPENDENT DISTRIBUTOR APPLICATION AGREEMENT

I hereby apply to become an Independent Distributor of **Organic Vision Limited** (hereinafter "**OV**"). As a Distributor, I understand and agree to the following terms, conditions, policies and procedures:

本人茲申請成為 **機智匯集有限公司** (以下簡稱「**機匯**」) 之獨立直銷商, 本人明白及同意下列各項條款:

1. I am of legal age, which is eighteen (18) in HKSAR. 本人已達香港特別行政區合法年齡 (即年滿十八歲)。
2. I will become a Distributor upon acceptance of this application and Distributor Purchase Agreement by **OV** and will, at that time, have the right to buy at wholesale and to sell at retail **OV** products and services, and to enjoy the benefits of being a Distributor in accordance with the terms and conditions set forth herein and in the Marketing Plan. **機匯** 收到並接納獨立直銷商加盟協議書後, 本人方正式成為 **機匯** 之直銷商。此外, 本人須訂立本協議書後, 才有權以批發價購買 **機匯** 產品及服務及以零售價銷售, 並以協議書所載條款及市場計劃享有直銷商應有之權益。
3. I agree to comply with all the terms contained herein and **OV** Policies and Procedures; and the Marketing Plan which are contained in the official **OV** literature and manuals. I agree that all if these items are incorporated by references into this Agreement, and that they also may be amended by **OV** from time to time. Any such amendments will be published in **OV** literature and will become effective upon publication. 本人同意遵守 **機匯** 政策與行政規則、市場計劃及本協議書所載的一切條款。本人明白所有此等文件均構成本協議書的一部份。 **機匯** 有權不時對此文件作出必要之修訂, 並會透過 **機匯** 印製之刊物向直銷商發出通知並視作正式生效及對直銷商具約束力。
4. No purchase or investment is necessary to become an **OV** Distributor other than the purchase of a e-Business Kit, which contains sales materials. I understand that earnings are not guaranteed, as they are based on sale of **OV** products and services. No bonus is derived from the act of sponsoring or enrolling other Distributors. I will make no statements, disclosures, or representations, other than those contained in approved **OV** literature, in selling **OV** products and services or in the sponsoring or enrolling of other prospective Distributors. 除了按 **機匯** 之指定價格購買一套獨立直銷商電子創業錦囊外, 本人毋須先行購買任何產品或作出任何投資, 該創業錦囊包括所有有關銷售的資料。本人明白單靠介紹他人加入成為直銷商不會獲得任何獎金, 亦無所謂保證收入, 直銷商的收入均來自銷售 **機匯** 產品及服務。在銷售 **機匯** 產品及服務時或在介紹他人成為直銷商時, 除 **機匯** 正式說明文件所載明者外, 本人不會作出任何其他陳述、說明或聲明。
5. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, franchisee or joint venture between myself and any other distributor, sponsor, enroller or **OV**. I understand that I have no authority to bind **OV** to any obligation. 本協議書無意構成亦應被視為本人與 **機匯** 或任何其他直銷商或保薦人或介紹人間成立任何僱傭、代理、特許經營權或合資關係。本人無權將任何責任、義務加諸 **機匯** 公司之上。
6. I will not use the **OV** trade name, logo, copyrighted material, trademarks, or service marks, except expressly as provided by **OV**. I understand that unauthorized use or duplication of trademarks, service marks or copyrighted materials is a violation of law. I understand the same applies to the trade names and copyrighted materials of the products marketed by **OV**. 除經 **機匯** 書面同意外, 本人不得在銷售 **機匯** 產品範圍外使用 **機匯** 之公司名稱、商號、商標、標誌、服務標記或印刷品。本人明白, 任何未經授權而使用或複製商標、標誌、服務標記或印刷行為均屬違法。
7. I agree not to re-package or re-label **OV** products or services nor to sell said products or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, any written, recorded, or other materials which have not been expressly approved or provided by **OV** products or services, Marketing Plan, or other programs. 本人同意不會重新包裝或重新標示 **機匯** 產品或服務, 亦不會以其他名稱或標誌銷售該等產品或服務。此外, 本人亦同意除經 **機匯** 許可或提供外, 不會複製或使用任何書面、錄存或其他材料作為廣告宣傳以推廣或說明 **機匯** 產品或服務、市場計劃或其他活動。
8. I understand and agree that because of the personal nature of this agreement, it may not be transferred or otherwise assigned, except as provided in the Policies and Procedures. 鑑於本協議書的私人特性, 本人明白並同意, 除 **機匯** 政策與程序規則所訂外, 不會將協議書的權利及義務轉讓或分配予第三者。
9. I declare that **OV** has advised me of, and I fully understand and agree to: **OV** Marketing Plan, operation regulations and transaction rules; my responsibility and bearing of being a Distributor of **OV**; content and information of the benefits to be received by me from my promotion and sale of **OV** products and services; content of benefits that I can receive from introducing others to promote and sell such products and services and conditions thereon; categories, prices, characteristics, quality and purpose of use of such product; terms and conditions and scope of product warranty; and conditions on my withdrawal from **OV** marketing organization as well as my rights and obligations resulting from such a withdrawal. 本人聲明 **機匯** 已向本人說明而本人亦完全明白及同意下列事項: **機匯** 之市場計劃、運作規則及營運規條, 本人作為 **機匯** 直銷商之責任; 由本人推廣和銷售 **機匯** 產品及服務可獲得之利益之內容及資料; 由本人介紹加入的直銷商所推廣及銷售 **機匯** 產品及服務而獲得的利益之內容; **機匯** 產品之種類、價格、特性、品質和用途、產品質量保證條款和範圍、退出 **機匯** 直銷組織之條件及因退出而產生之權益和義務。
10. I understand and agree to comply by all the terms and conditions of this contract. I understand that violation any terms of this contract will lead to disciplinary action or termination of the contract at the ultimate discretion of **OV**. 本人清楚明白協議書上各條款, 並同意全部遵守。本人清楚倘違反本協議書任何條款, 均可能導致 **機匯** 採取紀律處分行動, 或行使終止與本人之協議書的最終酌情權。
11. I have read the confidential treatment of personal data by **OV** as contained in the **OV** policies and procedures regulations. I agree and understand that I have to provide **OV** with my latest personal data from time to time upon becoming an **OV** Distributor. Failure to provide **OV** with such data may result in refusal of the distributorship application by **OV**. I understand that my personal data may be used for the following purposes: (including but not limited to) processing of distributorship application, supporting distributorship business, formulating and executing business policy and strategies. I hereby authorize **OV** to distribute and disclose my personal data to **OV** staff, Directors, Executives and responsible officers as well as other **Organic Vision** Independent Distributors. I also authorize **OV** to distribute and disclose my personal data to all related government departments or regulatory organizations according to the requirements and legal regulations imposed by these departments or organizations, local or overseas. I also understand that according to the Hong Kong Personal Data (privacy) Ordinance, I have the right to inspect, verify or correct my personal data kept by **OV**. 本人已閱讀 **機匯** 之政策與程序規則內所列 **機匯** 對個人資料隱密的處理。本人同意亦明白在申請成為 **機匯** 直銷商時需要不時向 **機匯** 提供有關個人的最新資料。若未向 **機匯** 提供該等資料可能導致 **機匯** 無法接納直銷商的申請, 本人明白本人的個人資料可能用於以下用途: (包括但不限於) 處理本人的直銷商的申請, 為直銷業務提供增援, 編制及執行生意、計劃政策及策略等。本人茲授權 **機匯** 向 **機匯** 公司成員, 其董事、行政人員及負責人以及其他 **機匯** 獨立直銷商發放及披露有關本人之個人資料。本人亦授權 **機匯** 按本港或海外政府有關部門或監管機構之有關要求或法律規定, 向有關部門或機構發放及/或披露有關本人的個人資料。本人亦明白根據香港個人資料(私隱)條例, 本人有權查核或改正由 **機匯** 所持有有關本人的個人資料。
12. I acknowledge that Organic Vision Ltd will make changes in the Marketing Plan and Terms & Conditions from time to time and it reserves all rights to modifications of all sorts. 我明白及同意 **機智匯集有限公司** 有權更改市場計劃內容。
13. I consent to the allocation of myself in the Marketing Plan according to the Company's discretion. 我同意 **機智匯集有限公司** 行使公司決定權, 為我分配市場計劃的位置。

Organic Vision and the Independent Distributor identified in Section A below hereby enter into this agreement and agree to the following:

機匯與第一節中所列的獨立直銷商, 茲同意簽訂以批發價購買「**機匯**」產品之直銷商加盟協議書乙份, 並同意遵守下列條款規定:

(A) 第 1 節 Parties 協議書當事人

1. **OV** has the exclusive right to distribute **OV** products in HKSAR. Upon acceptance by **OV** of this purchase agreement, **OV** agrees to wholesale **OV** products to Distributor, who may then sell such products to retail customers. **機匯** 有權在香港特別行政區經銷 **機匯** 產品, **機匯** 接納本協議書後, 即同意以批發價發售 **機匯** 產品給直銷商, 而直銷商則可將 **機匯** 產品轉售給零售顧客。
2. The Distributor agrees to order **OV** products for sale exclusively through **OV**. 直銷商同意只向 **機匯** 訂購 **機匯** 產品。

(B) 第二節 PURCHASE PRODUCT AND SALES AIDS 訂購產品及輔銷品

1. Distributor has to fill in product and sales aids order form. 直銷商必須填妥整份產品或輔銷品訂貨單。
2. **OV** does not encourage Distributor to stock up large quantity of products but recommends a reasonable amount according to Distributor's needs. If requested by **OV**, Distributor has to prove that 70% of the stock has been sold to customers before re-ordering. **機匯** 並不鼓勵直銷商大量囤積產品。惟直銷商須合理評估零售趨勢, 自訂合理的產品存貨量。如需要, 公司有權要求直銷商證明之前所訂購的產品至少七成已售罄, 方可再訂購產品。
3. Besides the purchase of a e-Business Kit. No person is required to purchase any **OV** products or services to become a new Distributor. 任何人除了按 **機匯** 要求購買一套電子創業錦囊外, 便毋須先行購買任何產品或服務, 即可成為 **機匯** 的直銷商。
4. Right to Purchase: Through this Agreement, Distributors are authorized to purchase for sale all **OV** products and services available in the HKSAR market. 購買權利: 直銷商訂立獨立直銷商加盟協議書後, 便有權在香港特別行政區的市場上以批發價購買 **機匯** 產品及以零售價銷售 **機匯** 產品。
5. **OV** is entitled to alter wholesale prices of products and the new price will become effective upon publication.

機滙 有權更改產品價格，並會透過 機滙 印製之刊物向直銷商發出通知而視作正式生效。

(C) 第三節 RIGHT TO TERMINATE AGREEMENT 終止協議書權利

1. Distributor may terminate this Agreement by giving **OV** written notice and the termination will become effective upon receipt of **OV** confirmation reply. 直銷商可致函 機滙 要求終止本協議書，及收到 機滙 香港公司回覆後，方告生效。
2. If refund for products is required, Distributor needs to fulfill the following requirements: 直銷商如要求產品退款，須符合以下條件：
 - (a) Fill in the Product Return Form. 填妥產品退貨單。
 - (b) Products returned are unexpired, unopened, or resalable. 退回產品必須處於未過期、未開啓及可再售之狀態。
 - (c) Products may need to be certified as being not belonging to the required 70% sold rule if the quantity returned exceeds reasonable level. 退回產品若超過合理數量，直銷商便可能需要證明所退還產品不屬須七成已售的條例內。
3. **OV** will deduct handling fee from the refund, a handling fee equivalent to 10% of the wholesale price. 機滙 將從退款中扣除手續費相等於百分之十之批發價。
4. **OV** will also deduct from the refund any commissions or bonuses paid out previously for these products. 機滙 亦會扣除在這些產品中已發放的任何獎金。

(D) 第四節 LIMITED GUARANTEE AND RETURN POLICY FOR RETAIL CUSTOMERS 對零售顧客之有限責任保證和退款政策

1. Distributor must give retail customers signed receipts. One of the two receipt copies should be given to the customer and Distributor should retain one copy. 直銷商必須發出兩份有簽署的收據，其中一份交予顧客，另一份由直銷商自行保存。
2. Retail Customer Return: **OV** offers a thirty (30) days unconditional money-back guarantee to all retail customers. Every **OV** Distributor is bound by their Independent Distributor Agreement, Distributor Purchase Agreement and the Policies and Procedures to honor this guarantee. If a retail customer is dissatisfied with any **OV** product for any reason, then that retail customer may return that product to the Distributor from whom it was purchased, within 30 days, for either a replacement or a full refund of the purchase price. Any refund request must be honored within thirty (30) days of the request. 零售顧客退貨：本公司向所有零售顧客提供一項三十天無條件退貨保證，每一位 機滙 直銷商依據其獨立直銷商加盟協議書和 機滙 政策與程序規則之規定均須遵守此一保證，如果顧客因任何原因對 機滙 產品不滿意，均可在購買產品後三十天內將產品退回直銷商，並要求更換產品或全額退款，任何退款要求均須在顧客提出要求後三十天內處理完畢。

OV will replace the returned product if the following conditions are met:

待直銷商符合下列全部條件後， 機滙 方會更換產品：

- (a) The product is returned to **OV** by the Distributor through whom the purchase was made. 產品已經由當初銷售該產品之直銷商退回給本公司。
- (b) Completion of a Product Return Form. 填妥產品退貨單。
- (c) This product must be return to **OV** within thirty (30) days of the purchase. 直銷商必須在收到退回之產品後三十天內將產品送達本公司。
- (d) The return is accompanied by:
 1. A signed statement from the retail customers specifying the reasons, if any, for the return. 零售顧客退貨理由之聲明一份（須經顧客簽署）
 2. A copy of the original dated retail sales receipt and purchase invoice. 先前所發出之零售收據及購買單據之副本乙份。
 3. At least half of the unused portion of the product in its original container. 至少含有一半未經使用的產品部份。
 4. The name, address, and telephone number of the retail customer. 零售顧客的姓名、地址和電話號碼。

(E) 第五節 STATEMENTS AND EXPLANATIONS OF PRODUCTS 對產品的陳述和說明

1. The statements and explanations of **OV** products made by Distributor shall be confined to those contained in publications issued or circulated by Organic Vision. 直銷商對 機滙 產品的陳述和說明，僅可依據本公司正式發行或公告的刊物或文件內容。
2. Distributor shall not make any medical claims concerning any **OV** products at any time. **OV** products are not medications and shall not be claimed to treat disease or physical conditions. 直銷商不得就 機滙 產品作任何具有醫療效果的陳述，因為 機滙 產品並非藥物。

(F) 第六節 GENERAL COMMERCIAL MORALS 一般商德操守

Distributor will not make any misleading, unfair, inaccurate or libelous statement regarding **OV** or other persons (including competitors), their products, or business. 直銷商均同意，不會以任何方式作出錯誤、不公平、失實或毀謗性的比較、聲明、說明或言論針對 機滙 或他人（包括競爭對手）、其產品和商業活動。

(G) 第七節 AMENDMENTS 修訂

OV reserves all rights to make amendments to this Agreement. If a Distributor purchases **OV** products after a new clause has become effective, Distributor shall be deemed to have accepted the new clause. 本公司保留修訂本協議書的權利，倘直銷商在本協議書修訂生效後仍繼續買 機滙 產品，即表示直銷商已接受有關修訂條款。

(H) 第八節 WAIVER 放棄權利

Failure by **OV** to take action against any Distributor for breach of the agreement shall not be a waiver of its right of action in the future. 倘直銷商違反本協議書任何條款，而本公司未有根據本公司協議書條款要求其履約，並不表示 機滙 已放棄日後要求履行之權利。

(I) 第九節 ENTIRE AGREEMENT 完整協議書

1. This Agreement is the final document describing all the understandings and agreements between **OV** and Distributor. All consistent provisions of the Independent Distributor Agreement, the Policies and Procedures and the Marketing Plan shall also apply and are incorporated herein by reference. 本協議書乃直銷商和本公司間有關主題事項之理解和協定的最終協議，獨立直銷商加盟協議書、 機滙 政策與程序規則、市場計劃及其他由 機滙 提供的資料文件的一切條款，均適用並包括在本協議書中。
2. If there is a discrepancy between any clause of this Agreement and the oral interpretation made to Distributor by an Independent Distributor or employee of **OV**, the clause of this Agreement shall govern. 如本協議書之條款與 機滙 之職員或其他獨立直銷商向直銷商所作之口頭說明有任何不同，概以本協議書條款為準。

(J) 第十節 SEVERABILITY OF THIS AGREEMENT 本協議書條文的可割性

If any clause of this Agreement is declared invalid or unenforceable, only that clause is invalid or unenforceable. The invalidity or unenforceability shall not affect the remainder of this Agreement. 倘本協議書任何一條文被直稱無效或無法強制執行，則僅有該條文屬於無效或無法強制執行，並不影響其他條文的效力。

(K) 第十一節 APPLICABLE LAW 管轄法律

This Agreement shall be governed by the laws of the HKSAR. 本協議書以香港特別行政區法律為管轄法律。

(L) 第十二節 APPLICABLE LANGUAGE 語言依據

In the event of any discrepancy in respect of meaning between the Chinese Version and English versions of these Terms, the English version should prevail. 本細則如與英文版本有所差異，概以英文版本為準。

(M) 第十三節 NOTICES 通告

Any notice and communication required or permitted under this Agreement shall be in writing and delivered either by hand personally or by Registered Post. 依據本協議書發出的通告或往來通訊，均須以書面親自送達或以掛號信方式送交本公司。

(N) 第十四節 SUCCESSION AND ASSIGNMENT 繼承和轉讓

This Agreement is legally binding on all successors and assignees of **OV** and Distributor. 本協議書對 機滙 和直銷商的合法繼承人及認可受讓人有同等約束力。

Note: In the event of any discrepancy in respect of meaning between the Chinese version and the English version of these Terms, the English version shall prevail.

註：本細則如與英文版本有所差異，概以英文版本為準。