

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:

1. I am of legal age, which is eighteen (18) in HKSAR.
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.
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.
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.
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.
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**.
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.
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. 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.

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9. 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**.
10. 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**.
11. 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.
12. I consent to the allocation of myself in the Marketing Plan according to the Company's discretion.

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

(A) Parties

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.
2. The Distributor agrees to order **OV** products for sale exclusively through **OV** .

(B) PURCHASE PRODUCT AND SALES AIDS

1. Distributor has to fill in product and sales aids order form.
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.
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.
4. Right to Purchase: Through this Agreement, Distributors are authorized to purchase for sale all **OV** products and services available in the HKSAR market.
5. **OV** is entitled to alter wholesale prices of products and the new price will become effective upon publication.

(C) RIGHT TO TERMINATE AGREEMENT

Distributor may terminate this Agreement by giving **OV** written notice and the termination will become effective upon receipt of **OV** confirmation reply.

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1. If refund for products is required, Distributor needs to fulfill the following requirements:
 - (a) Fill in the Product Return Form.
 - (b) Products returned are unexpired, unopened, or resalable.
 - (c) Products may need to be certified as being not belonging to the required 70% sold rule if the quantity returned exceeds reasonable level.
2. **OV** will deduct handling fee from the refund, a handling fee equivalent to 10% of the wholesale price.
3. **OV** will also deduct from the refund any commissions or bonuses paid out previously for these products.

(D) LIMITED GUARANTEE AND RETURN POLICY FOR RETAIL CUSTOMERS

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.
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.

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

- (a) The product is returned to **OV** by the Distributor through whom the purchase was made.
- (b) Completion of a Product Return Form.
- (c) This product must be return to **OV** within thirty (30) days of the purchase.
- (d) The return is accompanied by:
 1. A signed statement from the retail customers specifying the reasons, if any, for the return.
 2. A copy of the original dated retail sales receipt and purchase invoice.
 3. At least half of the unused portion of the product in its original container.
 4. The name, address, and telephone number of the retail customer.

(E) STATEMENTS AND EXPLANATIONS OF PRODUCTS

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.
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.

(F) GENERAL COMMERCIAL MORALS

Distributor will not make any misleading, unfair, inaccurate or libelous statement regarding **OV** or other persons (including competitors), their products, or business.

(G) AMENDMENTS

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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.

(H) WAIVER

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.

(I) ENTIRE AGREEMENT

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.
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.

(J) SEVERABILITY OF THIS AGREEMENT

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.

(K) APPLICABLE LAW

This Agreement shall be governed by the laws of the HKSAR.

(L) APPLICABLE LANGUAGE

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.

(M) NOTICES

Any notice and communication required or permitted under this Agreement shall be in writing and delivered either by hand personally or by Registered Post.

(N) SUCCESSION AND ASSIGNMENT

This Agreement is legally binding on all successors and assignees of **OV** and Distributor.

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.