

Policies and Procedures

Organic Vision Limited (hereinafter “Organic Vision”) honors all regulations governing Direct Selling /Network Marketing and requires every Independent Distributor (hereinafter “Distributor”) to do the same. It is, therefore, very important that you read and understand the information in this section. If you have any questions regarding any rule or policy, seek an answer from your Enroller, Sponsor, Upline Leader, or Organic Vision.

This section will outline the following policies and procedures topics:

- A. Distributor status policies**
- B. Enrollment, sponsorship and training**
- C. Terms of termination and transferability**
- D. Purchase and retail of products and sales aid**
- E. Retail guarantee and refund policy**
- F. Trademarks, literature and advertising**
- G. General provisions**
- H. Personal information application**

As a Distributor of Organic Vision, you are required to comply with all policies and procedures contained in your Independent Distributor Agreement and any that may be published, disseminated or updated / posted on website by Organic Vision from time to time. Organic Vision reserves the right to amend these policies and procedures by publishing or transmitting amendments as it deems appropriate

Review the policies and procedures often. Make them a part of your Organic Vision planning and personal development.

A. *DISTRIBUTOR STATUS POLICIES*

A-1 Becoming a Distributor

An applicant becomes a Distributor of Organic Vision when the following requirements are completed:

- a) Distributors must be of legal age, which is 18 years of age.
- b) The applicant is required to pay HK\$88 to sign up as an Independent Distributor (Lifelong status). Then he/she can immediately login the Organic Vision Website, browse and download E-business Kit
- c) The applicant’s completed Independent Distributor Agreement Form (hard copy or online) with payment for the previously mentioned Sign Up Fee have been received and accepted by Organic Vision.
- d) A person or entity may not apply as a Distributor using a fictitious or assumed name.
- e) Every Distributor is allocated a Distributor Code for identification.
- f) After Organic Vision has accepted and approved the Independent Distributor Agreement, it is with immediate effect that the individual concerned has become a Distributor. Organic Vision reserves the right to refuse any individual applicant to become a Distributor.

A-2 Becoming a Corporation Distributor

To become an Organic Vision Distributor, a corporation applicant must comply with the following requirements:

- a) The Corporation Distributor Agreement and Independent Distributor Agreement

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- must be signed by a director of a corporation.
- b) A Business Organization Information Sheet must be completed and submitted together with Form D1, the last Annual Return and Business Registration Certificate of the company.
 - c) The applicant company must produce board minutes approving the signing of the Corporation Distributor Agreement and Independent Distributor Agreement.
 - d) Applicant or Distributor must furnish accurate or true information to Organic Vision.
 - e) In the event of any changes in information which may affect the accuracy or completeness of details contained in the Corporation Distributor Agreement and Independent Distributor Agreement or Business Organization Information Sheet, Organic Vision must be notified forthwith.
 - f) Organic Vision reserves the right to terminate Distributor status immediately if any information supplied by the Distributor is found to be false or inaccurate.
 - g) Any changes in a distributor's information, such as changes of name, address, telephone number, fax number, bank accounts etc., must be given in writing to Organic Vision within 14 days.
 - h) Any individual listed on the Business Organization Information Sheet of a corporation which has had its Distributor status resigned must wait at least 26 weeks after such resignation before he/she can become a Distributor, or an active participant of a Distributor status under a different Enroller.
 - i) After signing of the Corporation Distributor Agreement and Independent Distributor Agreement, any changes in Directors and/or Shareholders of the corporation must be pre-approved by Organic Vision, otherwise Organic Vision may terminate the Distributor status without giving any notice. Organic Vision may reject any application for changes of Directors and/or Shareholders without giving any reasons thereof.
 - j) Any Shareholder or Director of a Corporation Distributor may himself/herself apply to become an Independent Distributor provided that the corporation distributor shall act as his/her enroller.
 - k) The spouse of any shareholder or director of a corporation distributor may apply to become an Independent Distributor provided that his/her spouse shall act as his/her enroller.
 - l) The corporation distributor is required to furnish Organic Vision on or before 14 days with copy of the Annual Return filed at the Companies Registry annually, failing which Organic Vision will obtain copy directly from the Companies Registry and charge a handling fee of HK\$100.

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A-3 No Product Purchase Required

No purchase or investment is necessary to become an Organic Vision Distributor other than the Sign Up Fee as an Independent Distributor.

A-4 Right to Purchase

Approved Distributors are authorized to purchase and resale all Organic Vision products and services available.

A-5 Re-join

a) Any active Distributor can re-enroll or re-sponsor any Distributor who has been inactive in Organic Vision for 26 weeks.

The definition of inactive is as follows:

- i. Not having purchased any products for 26 weeks (from uplines, downlines, other Distributors or the company).
- ii. Not having enrolled any person for 26 weeks.
- iii. Not having participated any meeting relating to Organic Vision for 26 weeks (including OPP, training meetings, rallies, self-organized home parties and all activities relating to Organic Vision).
- iv. For proof of dishonest representation of being an Inactive Distributor - Photos, human eye-witness testimony, material evidence, audio and video tape can be provided as evidence.

b) A Distributor who re-joins the company can re-enroll or re-sponsor any

distributor whom he/she enrolled directly before. But the latter must be inactive in Organic Vision for at least 52 weeks. The definition is as mentioned above.

- c) Once any Distributor re-joins, all his/her original downlines will be re-allocated to his/her original upline directly.
- d) Any Distributor who instigates other Distributor directly or indirectly to be inactive in order to re-enroll them will cause them termination of his/her Distributor status.
- e) If a Distributor is found to join another group under the name of his/her spouse or relative on purpose, both violating Distributors will be terminated. Both violator groups will be re-allocated to his/her original uplines. As to all bonuses distributed during that period, the company has the right to recover from the violating uplines and to re-distribute the bonuses to his/her original uplines.
- f) Any Distributor who instigates other Distributors to re-join under the name of his/her spouse or relative will cause termination of their Distributor status.

A-6 Couple

- a) A couple can develop Organic Vision business as a joint Distributor status. They can also choose to join as separate Distributor status on the condition that he/she is enrolled by his/her spouse.
- b) Two single Distributors must keep different Distributor status after getting married; alternatively, one side may

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voluntarily resign from his/her own Distributor status and combine to his/her spouse's Distributor status.

- c) If a couple is enrolled by different Distributors under the unknown circumstances, the company will recognize the first application, according to the approval date in the Independent Distributor Agreement. The unrecognized one and his/her group must be re-allocated to his/her spouse's Distributor status.
- d) When a couple who have a joint Distributor status separate or divorce. Organic Vision will continue to distribute bonuses to this Distributor status until a letter signed jointly by this couple or a court decision is received. The company will then decide the means of distributing the bonuses in future.

A-7 No Renewal

Distributors are not required to renew their Distributor Status as Organic Vision Distributor Status is a Lifelong status unless termination or resignation of Distributors.

A-8 Independent Contractor Status

All Distributors are independent contractors with Organic Vision. They are not franchisees, joint ventures, partners, employees, or agents of Organic Vision. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that they are franchisees, joint ventures, partners, or agents of Organic Vision. Distributors have no authority to bind Organic Vision to any obligation.

A-9 Indemnity Agreement

The Distributor agrees to indemnify and hold harmless Organic Vision, its shareholders, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense, including, but not limited to, attorney's fees, arising or alleged to arise in connection with that business, as an Organic Vision Distributor, and any other matter related to Distributors' performance under the Distributor's agreements with Organic Vision.

A-10 Taxation

Distributors will be treated as independent contractors for all tax purposes. As independent contractors, Distributors will not be treated as employees, franchisees, joint ventures, partners, or agents, with respect to unemployment acts or any other statute, ordinance, rule, or regulation.

A-11 Report of Income

If required by local law, Organic Vision will submit the transaction details between Distributors and Organic Vision, such as the sales of products and services and any bonus paid to Distributors, to the government agencies (including the tax authorities) for recording. Therefore, Distributors shall always ensure the correctness of purchase orders placed with the company and any bonus received from Organic Vision. Should Distributors have any questions about this information, they shall promptly contact Organic Vision for necessary correction or clarification.

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A-12 Legal Compliance

Distributors shall comply with all statutes and ordinances and regulations concerning the operation of their businesses. All Distributors are responsible for their own managerial decisions and expenditures. Organic Vision will withhold any amounts as required by law.

A-13 No Exclusive Territories

There are no exclusive territories for marketing or recruiting purposes, nor shall any Distributor imply or state that he or she does have an exclusive territory. There are no geographical limitations on Distributor enrolling and sponsoring.

A-14 Other Products and Services

Distributors are not restricted from selling other companies' services and products. However, promotion of other services and/or products and/or networking programs with Organic Vision Distributors, other than one's personally enrolled Distributors, is strictly prohibited. Any Distributor found in violation of this rule risks the loss of buying privileges, possible suspension / termination from participation in the Organic Vision marketing plan, termination of Distributor status, and the imposition of other remedies to which Organic Vision may be entitled.

A-15 Distributor Code

Distributor code has to be used on all correspondences and documents between the Distributor and the company.

A-16 Provide Accurate Information

Distributor cannot provide false information to the company. If there are changes with the information which might affect the accuracy of the information of the Independent Distributor Agreement, the Distributor needs to inform the company. If it is confirmed that the Distributor provides false information, the company reserves the right to terminate the Distributor. Any changes with the details of the Distributor, amendments needs to be filled in on a form, signed and returned to the company.

B. ENROLLMENT, SPONSORSHIP AND TRAINING

B-1 Enrolling and sponsoring privilege

- a) Organic Vision accepts distributor to enroll or sponsor others to be new distributor. Once the application to be an Independent is accepted, the New Distributor would become the Enroller's downline Distributor according to the Independent Distributor Agreement.
- b) Distributor cannot earn bonuses from solely the act of enrolling. Distributor only can earn bonuses and awards from sales of products and services by self and downline organization.

B-2 Training Requirement and Responsibility

A Distributor must be responsible for the training and education in order to be a successful enroller or sponsor. Distributors are required to provide basic training of Distributors they enroll or sponsor such as education regarding Organic Vision policies

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and procedures, marketing plan, product information, sound business practices, and ethical behavior.

B-3 Transferring Enrollment or Sponsorship Not Authorized

Organic Vision does not allow transferring from one enroller or sponsor to another enroller or sponsor's downline unless Re-joining terms (A-5) are fulfilled.

C. TERMS OF TERMINATION AND TRANSFERABILITY

C-1 Voluntary Termination

- a) A Distributor may voluntarily terminate his/her Distributor status by sending a written notice to Organic Vision that he/she is terminating his/her Distributor status. Voluntary termination will become effective upon receipt of Organic Vision confirmation reply.
- b) If a new Distributor decide to quit, he/she may terminate his/her Distributor status by sending a written notice to Organic Vision that he/she is terminating his/her Distributor status in the 365 days (counted from the Join Date), and Organic Vision will deduct handling fee from the refund, a handling fee equivalent to 10% of the Sign Up Fee. After Organic Vision received the written notice and completed the withdrawal procedure, voluntary termination will become effective.

C-2 Involuntary Termination

A Distributor may be terminated or suspended

of violating the terms of his/her Distributor Agreements (Include but not limit in Policy & Procedures, Independent Distributor Agreement and Marketing Plan), for failing to meet or maintain the Organic Vision Code of Professional Ethics for violating any of the policies, procedures and the law of Hong Kong. Organic Vision may suspend the Distributor status of a violating Distributor while serving notice of cause, citing instances(s) of the violations(s). Should satisfactory explanation, defense or remedy not be provided by the Distributor within 15 days, termination will become effective upon final decision of Organic Vision. Notice of the decision will be sent by Post office registered post to the violating Distributor's address of record.

C-3 Appeal

- a) An involuntarily terminated Distributor may appeal the termination by submitting a letter of appeal, stating the grounds of the appeal. This letter must be sent by POST OFFICE REGISTERED POST or in person and must be received by Organic Vision within fifteen (15) days of the date of receiving of the company's termination notice. If the company has not received a letter of appeal by that deadline, the involuntary termination shall automatically become final.
- b) If a Distributor files a timely appeal, Organic Vision will, in its sole discretion review and reconsiders the termination and notify the Distributor of its decision. The decision of the company shall be final and subject to no further review. It

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the appeal is denied, the termination shall remain in effect as of the date of the company's original termination notice.

C-4 Effect of Suspension

Should Organic Vision deem it necessary to suspend a Distributor, such suspension could mean that the Distributor may not have the right to represent him/herself as a Distributor of Organic Vision and that any commissions, royalty overrides or bonuses due may be held in abeyance by Organic Vision pending resolution. Program, services, and product may be purchased by a suspended Distributor at wholesale price. However, should termination result, product may be then purchased only at retail price from another Organic Vision Distributor.

C-5 Effect of Termination

In the event a Distributor is terminated, effective with such termination the Distributor should no longer sell Organic Vision programs, services, and products to other Distributors. The Distributor also loses all rights to his/her Distributor status, sales commissions, overrides, and all other benefits associated with the activities of a Distributor and his/her sales organization. An involuntarily terminated Distributor may not make application to Organic Vision for a period of one (1) year following the effective date of termination, to apply for approval from Organic Vision to join as a new Distributor.

C-6 Limits on Transferability or Sale

A Distributor status may be assigned (whether

by sale or by way of gift) or transmitted by will, in the following conditions:

- a) The assignee or beneficiary is in compliance with the Rules.
- b) Before selling an Organic Vision business, the sale conditions (except the price) must be approved in writing by Organic Vision.
- c) A Distributor's business can only be sold to another Distributor. The purchased business shall remain separate from the buyer's other Organic Vision Business and the Line of Enrollership shall not be altered in any way as a result of the sale.
- d) If a Distributor wishes to sell his Organic Vision Business, he must offer it to another Distributor in the following order of priority:
 - i) The business must be offered to the enroller who retains throughout the negotiation to sell the right to acquire the Distributor status by meeting the price and conditions of any bona fide offer received by and deemed acceptable to the seller.
 - ii) In the case where the enroller does not accept the offer, the business must be offered simultaneously for sale to all Distributors personally enrolled by the owner.
 - iii) In the case where none of the Distributors personally enrolled by the Distributor accept the offer, the business must be offered simultaneously to all Distributors located above or below in the Line of enrollment.

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- iv) If the Distributors above or below in the Line of enrollment of the Distributor concerned also reject the purchase offer, or fail to respond to the offer, the distributor may offer the business to all qualified Distributors at that time in Hong Kong.
- e) No sale shall be final and no change of the title of the business shall be made final until approved in writing by Organic Vision.
- f) If the Distributor wishes to sell the business under terms and conditions different from those of his first offer, the business must be once again offered for sale under the revised terms and conditions in accordance with the order of priority indicated above.
- g) All Bonuses accruing to the business after date of sale will be paid to the new owners. Annual Bonuses shall be paid as specified in the Sales Agreement as authorized by Organic Vision. All Awards previously awarded to the business will not be transferred to the new owners. Qualification for awards for the business will be determined only by activities occurring after the date of sale.
- h) Distributor status shall not be merged or combined without the prior written approval of Organic Vision. Any approval by Organic Vision may be subject to such conditions and provisions as Organic Vision determines.
- i) In no event may an Organic Vision Distributor status be divided up or partially assigned.
- j) In the event that a Distributor acquires another Distributor status. The Distributor shall not transfer Business Volume between the businesses operated by him other than strictly in accordance with Organic Vision Market Plan.

C-7 Succession

Notwithstanding any other provision of this Section, upon the death of a Distributor, the Distributor status shall pass to his/her successors in interest as provided by law. However, Organic Vision will not recognize such a transfer until the successor in interest has submitted an Organic Vision Independent Distributor Agreement together with certified copies of the death certificate and will, trust, or other instrument. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Organic Vision Distributor.

C-8 Confidentiality Agreement

Information contained in any genealogical or downline report provided to a Distributor by Organic Vision is proprietary and confidential to Organic Vision, and is transmitted to the Distributor in strictest confidence. The Distributor agrees that he or she will not disclose any such information to any third party directly or indirectly, nor use the information to compete with Organic Vision or for any purpose other than promoting the Organic Vision program. The Distributor and

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Organic Vision agree that, but for this agreement of confidentiality and non-disclosure, Organic Vision would not provide the information to the Distributor. Any Distributor in violation of this rule risks loss of buying privileges, possible suspension/termination from participation in the Organic Vision marketing plan and termination of Distributor status and legal action for damages to the fullest extent of the law.

C-9 Vendor Confidentiality

Organic Vision's business relationships with its vendor and manufacturers and suppliers are confidential. A Distributor shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of Organic Vision except at Organic Vision-sponsored event at which the representative is present at the request of Organic Vision. Violation of this regulation may result in termination of Distributor status and benefits and possible claims for damages if the vendor/manufacture association is compromised by the Distributor contact.

C-10 Consequences of Agreement Violator

Distributors should abide by all the terms and conditions set out in this Agreement. If a Distributor violates the rules and conditions in this Agreement, Organic Vision reserves the right to terminate this Agreement or take action against this Distributor which may be as following:

- a) Issue a Warning Letter to the offending Distributor clearly stating the violations committed and forbidding any further misconduct which might result in much more severe actions by Organic Vision.
- b) The offending Distributor will be treated as a suspended Distributor who needs to be supervised in the proper conducting of the business as a Distributor; and fulfill all the requirements of this Agreement during this period to be re-instated back as an Independent Distributor.
- c) A suspended Distributor who is being supervised cannot qualify for any awards or pins nor join in any Organic Vision activities.
- d) Suspended Distributors will have all their privileges suspended too which include (but do not only include these): right to purchase, awards, enrollment, promotions, and attending of Organic Vision activities.
- e) Suspension of all Bonuses in the Organic Vision marketing plan.
- f) Penalty charged and proper punishment for misconduct.
- g) Termination of the Agreement.
- h) Seek legal charges and reimbursement.

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D. PURCHASE AND RETAIL OF PRODUCTS AND SALES AIDS

D-1 No Purchase Prerequisite to Become a Distributor

No program, services, or product purchase is required to become an Organic Vision Distributor.

D-2 Stockpiling Prohibited

The success of Organic Vision depends on retail sales to the ultimate consumer; therefore, all forms of stockpiling are prohibited. Organic Vision recognizes that Distributors may wish to purchase certain products in reasonable amounts for their own use and for the purpose of provisioning customers. However, Organic Vision strictly prohibits the purchase of products in unreasonable amounts solely in an attempt to qualify for advancement in the Marketing plan. Distributors must certify by signing each purchase order form that he/she has sold to retail customers or otherwise personally used at least 70% of all products previously purchased

D-3 Price Changes

Prices of all Organic Vision products, literature, sales aids, and services are subject to change without prior notice.

D-4 Retail sales receipts

Organic Vision Distributors will provide all retail customers of Organic Vision products with written retail sales receipts, at the retail price only.

D-5 Retail Outlets

Organic Vision products may not be sold to or in, or be displayed by any retail outlet, including, but not limited to, swap meets, flea markets, trade fair, shopping mall, booths, or restaurants. With the exception of those who have applied in writing and been approved by Organic Vision.

D-6 Service Oriented Establishments

It is permissible to take orders for Organic Vision products and services in businesses, such as professional services offices or similar non-retail establishments, owned by the Distributor or where he/she works. Display of products, banner, or any sale aids in the establishment to attract the public to purchase, however, is not allowed.

D-7 Service Oriented Establishments Definition

Service Oriented Companies are those Companies whose business is not derived from sales of products but only from providing of services; such as Masseuse or Therapist, Doctors, Dentist, other Medical staff in clinics, Health Clubs, Gyms, Manicure Center, Beauty Salons, Hair Salons, Sunbathing Salons, and all other Organizations which provide services to its members.

- a) Distributors are restricted from selling products to business that are involved in the sale of products, such as Pharmacies, Supermarkets, or similar retail stores. Distributors are restricted from selling to those who have the intention of selling through the above Companies.

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- b) Organic Vision reserves the right to define the Companies, which are belonging to the service category and the suitability to sell to those Companies.

D-8 Commercial Moral

The means of promoting products or business opportunities are based by the Business Manual, Code of Professional Ethics and the Law of Hong Kong:

- a) Information for the products such as price, grade, quality, effect, and origin should be accurate and genuine.
- b) Distributors should not make any exaggerated or misleading profit announcement. Distributors are prohibited to give anybody guarantee of income of success.

product if the following conditions are met:

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

E. RETAIL GUARANTEE AND REFUND POLICY

E-1 Retail Customer Returns

Organic Vision offers a thirty (30) day unconditional money-back guarantee to all retail customers. Every Organic Vision Distributors is bound by their Independent Distributor Agreement, and the Policies and Procedures to honor this guarantee. If a retail customer is dissatisfied with any Organic Vision 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.

Organic Vision will replace the returned

E-2 Distributor Returns

- a) Organic Vision will only be responsible for Product replacement due to damage via delivery process or the product does not fulfill normal specifications.
- b) The returned product should meet the following criteria:
 - I. Product return request should be made within 30 days of purchase.
 - II. Distributors should apply for approval from Organic Vision before any product will be exchanged. The correct procedure for product exchange would be given to Distributors by Operations & Services Department.

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E-3 Distributor Refunds

If refund for returned products is requested, Distributor needs to fulfill the following requirements:

- a) Fill in the Product Return Form.
- b) Products returned are unexpired, unopened, and 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.
- d) Organic Vision will deduct handling fee from the refund, a handling fee equivalent to 10% of the wholesale price.
- e) Organic Vision will also deduct from the refund any commissions or bonuses paid out previous for these products.

E-4 Receiving Refund Requirement

Procedures listed below should be followed to receive refund:

- a) Distributors are responsible for all the delivery expenses of the returned products.
- b) Organic Vision will not refund any returned products without previous agreement. Those products would be returned to the Distributors, who would be responsible for all the delivery expenses.
- c) If the downline of one Distributor returns products according to the refund policy, Organic Vision reserves rights to request the corresponding Distributor to return the paid bonus of returned products, or deduct the corresponding amount from the Distributor's forthcoming bonus, or

request the downline, who returns products, according to the refund policy, to return the paid bonus of the returned products. This policy also includes all applicable refund policies by the law all refund cases approved by Organic Vision Refund Policy, and any other special circumstances such as wrong representations, misconduct of Distributor, and special cases which leads to refund beyond the policy limit.

F. TRADEMARKS, LITERATURE AND ADVERTISING

F-1 Trademarks

The name Organic Vision and the names of Organic Vision Marketing Plan, services, and products are the trademarks of; and owned by Organic Vision. Only Organic Vision is authorized to produce and market products and literature under these trademarks. Use of the Organic Vision name on any item not produced or authorized by Organic Vision is prohibited.

F-2 Yellow Page Listing

Distributors are not permitted to use the Organic Vision trade name in advertising their telephone and fax numbers in the white or yellow page sections of the telephone book.

F-3 Imprinted Checks

Distributors are not permitted to use Organic Vision trade name or any of its trademarks on their business or personal current accounts or cheques.

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F-4 Imprinted Business Cards or Letterheads

Distributors are not permitted to “create” their own business card or letterhead graphics if Organic Vision trade name and/or trademarks are used. All such name cards graphics and designs have to be submitted for approval from Organic Vision.

F-5 Company literature

Only official Organic Vision literature may be used in representing Organic Vision products and/or the organic Vision marketing plan. Company literature may not be duplicated or reprinted without prior written permission from Organic Vision. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by Organic Vision.

F-6 Print and Electronic Advertising

Only Company-approved materials may be used in the placement of any advertising in any print or electronic media, including the internet. No person shall use Organic Vision name, logos, trademarks, or copyrighted material in any advertising not produced by Organic Vision or without express written permission from organic Vision. For approval, mail or fax a copy of proposed advertising to Organic Vision Marketing Department, Organic Vision Hong Kong office. Include a description of placement (publication information). Allow a minimum of 14 days for processing.

F-7 Media Interviews

Distributors are prohibited from granting radio,

television, newspaper, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize Organic Vision, its products or their individual Organic Vision business except with the expressed, prior written approval of Organic Vision. All media contacts and inquiries must be coordinated through the approval and representation of Organic Vision.

F-8 Independent Communications

Distributors, as independent contractor, are encouraged to distribute information and direction to their respective downlines. Organic Vision encourages the prudent distribution of newsletters, training workshops, and other organizational programs. However, Distributors must identify and distinguish between personal communications of Organic Vision.

F-9 Distributor Training

Distributors can encourage the Distributor they enrolled to participate in training. Training assistance is provided in the Organic Vision Independent Distributor e-Business Kit and in additional CD, DVD, video or audio trainings. Further, Distributors may attend training workshops for Distributors, and participate in other Organic Vision-originated training programs and functions.

F-10 Liability

Violation of any of the policies explained in this section, as with all other sections of these policies and procedures, is ground for

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termination of the individual's Distributor Status. Organic Vision may seek injunctive relief or damages from the violator for the unauthorized use of Organic Vision copyrights, trademarks, and materials.

F-11 Distributor activity requirement

Distributors are only allowed to use their personal network or the Organic Vision approved marketing material for any promotion supporting activities

- a) Distributors should acquire Organic Vision's approval before copying, selling, or distributing any material with Organic Vision copyrights.
- b) Distributors agree (only limits to) to use the material or information from the printed materials provided by Organic Vision, and follows any applicable laws and regulations to promote, to state or to explain products and the business opportunities of developing an independent Distributor's downline group.
 - i. Distributors should not make any exaggerating or misleading explanation of interest, potential, or use any non-representative examples.
 - ii. Distributors should not make any statement such as; anybody can make a profit (including his/her or others' profits) by the relationship with Organic Vision or other Distributors without putting his/her own effort.
 - iii. Organic Vision has the right to prohibit Distributors to organize any

inappropriate promotion activities, or to use any inappropriate marketing methods.

- iv. Organic Vision prohibits Distributors from promoting, retailing products or holding individual business meetings to develop distributing organization inappropriately.
- v. Distributors are allowed to distribute printed advertisement, name cards, and leaflets via personal contacts only.

If Distributors wish to promote products by using any celebrities' recommendation, written consent of the corresponding celebrities should be acquired whenever their names are applied.

G. GENERAL PROVISIONS

G-1 Liability

To the extent permitted by law, Organic Vision shall not be liable for, and Distributor releases Organic Vision from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Distributor as a result of:

- a) The breach by Distributor of any terms and conditions of the policies and procedures (including Independent Distributor Agreement, Marketing Plan, any document provided by Organic Vision)
- b) Any incorrect or wrong date or information provided by Distributor, or
- c) The failure to provide any information or data necessary for Organic Vision to operate its business, including without

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limitation, the enrollment and acceptance of Distributor into Marketing plan or the payment of Bonuses.

G-2 Recordkeeping

Organic Vision encourages all its Distributors to keep complete and accurate records of all their business dealings.

G-3 Income Claims

No false or misleading income projections, including those based solely on mathematical projections or “ideal projections” of Organic Vision Marketing Plan may be made to prospective Distributors. Nor may Distributors represent their own incomes as indications of the success assured to others, since income success has many variables. Distributors cannot guarantee incomes, expenses, allowance, etc.

G-4 Press Inquiries

Distributors may not solicit media attention or respond to media inquiry on behalf of Organic Vision, nor are any Distributors authorized to give personal testimonials or product information to the media, except as authorized in writing by Organic Vision. All media inquiries should be immediately referred to the attention of organic Vision Hong Kong offices. The prompt response of Organic Vision to all media inquires will assure us of accurate reporting of the success of Organic Vision.

G-5 Governmental Endorsement

Regulatory agencies do not approve or

endorse direct selling programs. Therefore, Distributors may not represent or imply, directly or indirectly, that the Organic Vision program has been approved or endorsed by any government agency.

G-6 Amendments

Organic Vision reserves the right to amend the policies and procedures set forth herein, its wholesale or retail prices or BV, product availability and formulation, and Marketing plan as it deems appropriate. Amendments will be communicated to all Distributors through the official Organic Vision publications, website, email or other means. Amendments are effective and binding on all Distributors as of the date of issuance. In the event of any conflict between the agreement of the policies and procedures and any such amendment, the amendment shall control.

G-7 Non-waiver provision

No failure of Organic Vision to exercise any power under these policies and procedures or to insist upon strict compliance by a Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with these policies and procedures, shall constitute waiver of the Company’s right to demand exact compliance with these policies and procedures. Waiver by the Company can occur only in writing by an authorized officer of the Company. Organic Vision’s waiver of any particular default by a Distributor or delay in exercising any right arising from any such default shall not affect or impair rights with respect to any

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subsequent default, nor shall it affect in any way the rights or obligations of any other Distributor.

G-8 Jurisdiction

All disputes and claims relation to Organic Vision, the Distributor's agreements with Organic Vision, the Marketing Plan, Organic Vision products, or any rights and obligations between the Distributor and Organic Vision, shall be governed by the laws of Hong Kong in a court of appropriate jurisdiction in Hong Kong.

G-9 Entire Agreement

This statement of policies and procedures (along with the Marketing plan) is incorporated into the Distributor's agreements and constitutes the entire agreement of the parties regarding their business relationship.

G-10 Severability

If any provision of any agreement between the Distributor and Organic Vision is declared invalid by a court of appropriate jurisdiction, it shall not affect the validity of the remainder of the agreement.

G-11 Limitation of Damages

To the extent permitted by law, Organic Vision and its affiliates, officers, directors, employees and other representatives shall not be liable for, and the Distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplar damages which may arise out of

any claim whatsoever relating to Organic Vision's performance, non-performance, act or commission with respect to the business relationship or other matters between the Distributor and Organic Vision whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Distributor shall not exceed, and is hereby expressly limited to, the amount of unsold Organic Vision products purchased by the Distributor and bonuses owing.

G-12 General Commercial Morals

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

G-13 Assignment of Prospect

If there are enquires made by an interested prospect about our Company, Products or Marketing Opportunity, and information had been provided by a certain independent Distributor, then this Distributor will be assigned by Organic Vision to follow up this interested prospect. But if an interested prospect gained information about Organic Vision through other means, a randomly chosen business Consultant who lives near this interested prospect will be assigned to follow up in this situation. Organic Vision reserves all rights on making these decisions of assignments.

G-14 Confidentiality of Distributor name List

Organic Vision's Distributor's "Name List" of

Policies and Procedures

Organic Vision is the Company's property and a confidential document. Our company spends a lot of money, time and effort to collect, input, process, print and stores this "Name List". No matter in what format it is used; this "Name List" will always be confidential business information and property of Organic Vision. This "Name List" will be kept in the strictest confidence by all staff personnel and no unauthorized use is allowed.

G-15 Re-packaging Prohibited

Distributors may not re-package Organic Vision programs, information, materials or products in any way.

G-16 Duplication of Audio & Video

All audio and video materials, which contain our literatures, trainings, speeches, activities, marketing plan and all other information of Organic Vision are the property of Organic Vision and any unauthorized duplication or reproduction using audio or video devices is prohibited. Unless authorized by Organic Vision in writing, Distributors are not allowed to use any video devices to record Organic Vision meetings or trainings. Meeting conductor has authority to decide if permission can be granted to Distributors to take photos during meetings.

G-17 Telephone Answering

Distributors may not answer the telephone by saying "Organic Vision", or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Organic Vision.

G-18 Responsibility

Violators of the above terms will have to face the possibility of losing their Distributor Status rights. At the same time, the Company reserves the right to pursue legal proceedings (which may include starting legal actions against violator application for penalty or compensation) to protect the Company's copyrights, trademark, confidential business information, and all other rights.

H. PERSONAL INFORMATION APPLICATION

H-1 Application of Personal Information

All those who apply to be an Independent Distributor of Organic Vision, will need to provide personal information from time to time to Organic Vision for processing use. Distributor's personal information may be used as the following:

- a) Use for application purposes.
- b) Management of Distributors, for example: planning and conducting, trainings; checking, calculation and processing of Distributor Bonuses and Incentives; termination of Distributor Status.
- c) Designing and implementing of bonuses, strategies and policies
- d) When needed, used in Company in house literatures; promotional materials, events and activities in Hong Kong or abroad.
- e) Company's internal communications.
- f) For marketing and promotional activities of Organic Vision or its subsidiaries
- g) Provide information to government, police, taxation authorities or any governing organization.
- h) Used in Distributor "Name List" and

Policies and Procedures

statements or reports

- i) All other relevant purposes which involve the above points

If a distributor cannot provide this personal information, Organic Vision may be unable to process the application of the Distributor or allow the Independent Distributor Agreement to continue.

H-2 Disclosing Personal information

Organic Vision will disclose Distributor's personal information with accordance to local laws, to the following organizations:

- a) Directors, Executives or Staff Personnel, and Distributors of Organic Vision,
- b) Any agents, contractors or third party such as subsidiaries, auditors, lawyers, medical professionals, trustees, insurance companies, their assignee, agent or consultant; who provide administration, promotion, printing, publishing and other services to Organic Vision. And
- c) Any Government Department, Governmental Associate, Police or Governing Authority such as Inland Revenue Department.

H-3 Rights to check and adjust personal information.

- a) According to the Personal Data (privacy) Ordinance, a Distributor has the right to check their personal information, request a duplicate copy of this information and adjust any incorrect information (unless exceptional case). Distributor can also request to be

notified which categories of personal information are possessed by Organic Vision.

- b) Any Distributor making such a request (Point 'a' above), can contact the following Department in written form.
Organic Vision Limited
813, 8/F., Tower 2,
Cheung Sha Wan Plaza,
833 Cheung Sha Wan Road,
Hong Kong
Fax: (852) 21919914
- c) Organic Vision reserves the right to charge a handling fee for such a request by a Distributor, according to the terms in the Policy.

*Note: In the event of any discrepancy in respect of meaning between the Chinese Version and the English Version of Policy and Procedures in Business Manual, the English Version shall prevail.