

## Organic Vision 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:

1. **Distributor status policies**
2. **Enrollment, sponsorship and training**
3. **Terms of termination and transferability**
4. **Purchase and retail of products and sales aid**
5. **Retail guarantee and refund policy**
6. **Trademarks, literature and advertising**
7. **General provisions**
8. **Personal information application**
9. **Code of Conduct**

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.

### 1. DISTRIBUTOR STATUS POLICIES

#### 1.1 Becoming a Distributor

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

- a) Distributors must be of the legal age of 18 or above.
- b) The applicant is required to pay HK\$120 to sign up as an Independent Distributor (Lifelong status). Then he/she can immediately login to the Organic Vision Website, browse and download E-business Kit and make online purchases.
- 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.

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- d) The applicant must submit government-issued identification (acceptable ID includes Hong Kong Identification Card and/or passport) and be verified before the applicant is allowed to purchase any products.
- e) A person or entity may not apply as a Distributor using a fictitious or assumed name.
- f) Every Distributor is allocated a Distributor Code for identification.
- g) 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.

### 1.2 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 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

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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.

### 1.3 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.

### 1.4 Right to Purchase

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

### 1.5 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

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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.

### 1.6 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 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.

### 1.7 No Renewal

Distributors are not required to renew their Distributor Status as Organic Vision Distributor Status is a Lifelong status unless their Distributorship has been suspended, terminated or voluntarily resigned.

### 1.8 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.

### 1.9 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.



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### 1.10 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.

### 1.11 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.

### 1.12 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.

### 1.13 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.

### 1.14 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.

### 1.15 Distributor Code

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

### 1.16 Provide Accurate Information

Distributor cannot provide false information to the company. If there are changes with the information

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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 need to be filled in on a form, signed and returned to the company.

### 1.17 Maximum Distributorships

A Distributor may hold a maximum of 5 Distributorships.

## 2. ENROLLMENT, SPONSORSHIP AND TRAINING

### 2.1 Enrolling and sponsoring privilege

- a. Organic Vision accepts Distributors to enroll or sponsor others to be a new Distributor. Once the application to be an Independent Distributor is accepted, the new Distributor would become the Enroller's downline Distributor according to the Independent Distributor Agreement.
- b. Those who are joining as a Distributor at Organic Vision should make sure to accurately choose which team they wish to join during their application process. This team allocation cannot be changed after the application has been handed in and completed. If a mistake was made during the application process in regards to team allocation, the Distributor needs to note the following:
  - i. If you noticed the error within the cooling-off period of **7 days** starting from the day of joining, you may notify the company about this. The change will be made on your existing account with no additional charge or changes, as long as your account does not have any downlines and has not made any purchases worth 1 or more BV;
  - ii. Within 7 days, if your account has any downlines and has already made a purchase worth 1 or more BV, this account cannot change teams;
  - iii. After 7 days, even if your account does not have any downlines and has not made any purchases worth 1 or more BV, this account cannot change teams.
- c. 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.

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

### 2.3 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.

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### 3. TERMS OF TERMINATION AND TRANSFERABILITY

#### 3.1 Voluntary Termination

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 which will be within 7 working days.

If a new Distributor decides 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 provide the Sign-Up Fee refund within 7 working days, a handling fee equivalent to 10% of the Sign Up Fee will be deducted. After Organic Vision has received the written notice and completed the withdrawal procedure within 7 working days, voluntary termination will become effective.

Under Organic Vision's cooling-off period policy, if a new Distributor decides to voluntarily terminate their Distributorship within 7 days of joining, they will be eligible for a full refund of their sign-up fee equivalent to the wholesale price. For more information on what the cool-off law is, please see the point below.

#### Cool-Off Law

*What is a cooling-off period?*

A cooling-off period is a period of time following a purchase of goods and/or services where a consumer may choose to cancel a purchase and return the goods and/or service which have been supplied for a full refund.

*How long is the cooling-off period in Organic Vision?*

7 normal days (not work days).

#### 3.2 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 Conduct (Section 9) 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). Organic Vision shall attempt to contact the Distributor in an effort to resolve the issue. Should satisfactory explanation, defense or remedy not be provided by the Distributor within 15 days, Organic Vision will take appropriate action and come to a final decision. Notice of the final decision will be sent to the



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Distributor through an electronic format with contact information provided by the Distributor.

### 3.3 Appeal

- a) An involuntarily terminated Distributor may appeal the termination by submitting a letter of appeal, stating the grounds of the appeal. This letter may be sent by post office registered post, in person, or in an email attachment. The letter must be received by Organic Vision within fifteen (15) days of the date of the termination letter. 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. If the appeal is denied, the termination shall remain in effect as of the date of the company's original termination notice.
- c) Should the appeal be approved, Organic Vision reserves the right to suspend certain privileges of the Distributor for a specified period of time, or until certain conditions have been met as it sees appropriate. If during this time the Distributor is found to be violating Organic Vision's policies or procedures, Organic Vision reserves the right to terminate the Distributorship immediately with no prior notice necessary.

### 3.4 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. Should termination result, products may only be purchased at retail price from another Organic Vision Distributor.

### 3.5 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 apply to Organic Vision to become a new Distributor after a period of one (1) year following the effective date of termination. Organic Vision reserves the right to decide whether or not following this one (1) year period to grant a new Distributorship to the previously involuntarily terminated Distributor.

### 3.6 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



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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 Qualified Distributor by meeting the price and conditions of any bona fide offer received by and deemed acceptable to the seller:
  - i) The business may be offered for sale to the enroller.
  - ii) The business may be offered for sale to all Distributors personally enrolled by the owner.
  - iii) The business may be offered to all Distributors located above or below in the Line of enrollment.
  - iv) The Distributor may offer the business to all qualified Distributors at that time in Hong Kong.
- e) The final buyer must be an Active and Qualified Distributor who is capable of carrying out the duties of suitably managing and leading this new line of Distributors according to the mission of Organic Vision. The final buyer must also be approved by Organic Vision before the transaction can take place.
- f) 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.
- 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.

### 3.7 Succession

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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.

### 3.8 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 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.

### 3.9 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/manufacturer association is compromised by the Distributor contact.

### 3.10 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 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.



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- 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.

### 4. PURCHASE AND RETAIL OF PRODUCTS AND SALES AIDS

#### 4.1 No Purchase Prerequisite to Become a Distributor

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

#### 4.2 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

#### 4.3 Price Changes

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

#### 4.4 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.

#### 4.5 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.

#### 4.6 Service Oriented Establishments

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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.

### 4.7 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.
- 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.

### 4.8 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.

### 4.9 Accurate Information

Upon signing of a product purchase receipt and receipt of your products, Organic Vision is not held responsible for any mistakes made on the part of the Distributor. This may include incorrect Distributor Code or Distributor Name given. If you notice an error with your order you may take two courses of action.

- a) If the error was discovered on the same day as the purchase during office hours, you may notify the company about this. The change can be made at no additional charges. This only applies to purchases made in store.
- b) If the error was discovered within 3 working days of this error or the purchase was made online, you may inquire at our office as to what action can be taken. Changes to your order may incur additional charges.
- c) Any longer than 3 working days, the company will not be able to help you adjust your order.

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### 5. RETAIL GUARANTEE AND REFUND POLICY

#### 5.1 Retail Customer Returns

Organic Vision offers a thirty (30) day unconditional money-back guarantee to all retail customers. Every Organic Vision Distributor 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 product or issue credit vouchers of similar BV & wholesale price, 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 Retail Customer Product Return Form.
- c) This product must be returned to Organic Vision within seven (7) days after refund to retail customer.
- 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, telephone number and email of the retail customer.
  - v. Distributors who applied for Retail Customer Product Return should submit a copy of their identity card OR an authorization letter and a copy of the applicant's identity card by his representative.

#### 5.2 Distributor Returns

Organic Vision will only be responsible for Product replacement due to damage via delivery process or if the product does not fulfill normal specifications.

- a) The returned product should meet the following criteria:
  - i. Product replacement request should be **made within 30 days of purchase** (A Distributor Purchase Order is needed to verify date of purchase).
  - ii. Distributors should apply for **approval from Organic Vision** before any product will be replaced. The correct procedure for product replacement would be given to Distributors by Operations & Services Department.

#### 5.3 Distributor Refunds

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

- a) Distributor **terminates his/her Distributor status** by sending a written notice to Organic Vision that he/she is terminating his/her Distributor status. Sign Up Fee refund is limited for terminations within the 365 days (counted from the Join Date) and Product Refund is allowed for products that were **purchased within 365 days** prior to termination date.
- b) Fill in the **Product Refund Form**.
- c) Products & Sales Aids returned are **not expired, unopened, and resalable**.
  - a. **Not expired:** Products returned expiry date must be at least **3 months from expiration**
  - b. **Unopened and Resalable:** Refunded products must be in their original unopened product packaging with **no visible signs of wear or use**.
- d) Organic Vision will deduct a **10% handling fee** from the refund equivalent to 10% of the wholesale price.
  - a. **Cooling Off Period:** If the products are returned within 7 normal days, then the handling fee charge will be waived. The refund process must be **completed within those 7 normal days**.
- e) Organic Vision will also **deduct from the refund any of the Distributors own bonuses** paid out previously for these products.
  - a. Organic Vision also reserves the right to request the **return of bonuses paid out to Upline Distributors** from these returned products or deduct the corresponding amount from the Upline Distributors' forthcoming bonus payments.
- f) The refund will take up to 30 working days to process.

### 5.4 Receiving Refund Requirement

Procedures listed below should be followed to receive refund:

- a) Distributors are responsible for all related delivery expenses of the returned products or they may return the products in person at our office.
- b) Organic Vision will not refund any returned products without prior discussion and agreement. Any who attempt to refund these without first applying for a refund will be refused said refund. They will be required to take care of any related expenses to deliver the products back to them.
- c) If the downline of one Distributor returns products according to the refund policy, Organic Vision reserves rights to request the corresponding Upline Distributors to return the paid bonus on returned products, or deduct the corresponding amount from the Upline Distributors' forthcoming bonuses, and request the downline, who returns products,



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according to the refund policy, to return his/her own individually earned bonus of the returned products.

- d) This policy applies to all approved refund cases approved by and following the Organic Vision Refund Policy. This policy also applies to any other special circumstances but are not limited to wrong representations, misconduct of Distributor, and special cases which leads to refund beyond the policy limit.

## 6. TRADEMARKS, LITERATURE AND ADVERTISING

### 6.1 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.

### 6.2 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.

### 6.3 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.

### 6.4 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.

### 6.5 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.

### 6.6 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

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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.

### 6.7 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.

### 6.8 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.

### 6.9 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.

### 6.10 Liability

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

### 6.11 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



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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.

## 7. GENERAL PROVISIONS

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

### 7.2 Recordkeeping

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

### 7.3 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

## Organic Vision Policies and Procedures

income success has many variables. Distributors cannot guarantee incomes, expenses, allowance, etc.

### 7.4 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.

### 7.5 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.

### 7.6 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.

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

### 7.8 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.



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### 7.9 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.

### 7.10 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.

### 7.11 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.

### 7.12 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.

### 7.13 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.

### 7.14 Confidentiality of Distributor Name List

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

## Organic Vision Policies and Procedures

strictest confidence by all staff personnel and no unauthorized use is allowed.

### 7.15 Re-packaging Prohibited

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

### 7.16 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.

### 7.17 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.

### 7.18 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.

## 8. PERSONAL INFORMATION APPLICATION

### 8.1 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

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- g) Provide information to government, police, taxation authorities or any governing organization.
- h) Used in Distributor "Name List" and 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.

### 8.2 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.

### 8.3 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**

Unit 1612, 16/F, Tower 2, Grand Century Place, 193 Prince Edward Road West, Mong Kok, Kowloon, Hong Kong

Email: enquiry@organicvision.net

- 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.

## 9. Code of Conduct

### 9.1 Prohibited Practices

Distributors shall not use misleading, deceptive or unfair sales practices. Distributors shall not promote, operate or participate in a "Pyramid Scheme" as defined and prohibited under the Pyramid

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Schemes Prohibition Ordinance (Cap. 617 of the laws of Hong Kong) and any amendments and / or re-enactments thereof for the time being.

### 9.2 Identification

At the initiation of a sales presentation, Distributors shall, without request, truthfully and clearly identify themselves; the identity of their Company; the nature of their Products; and the purpose of their solicitation to the prospective Consumer.

### 9.3 Explanation and Demonstration

Distributors shall offer Consumers accurate and complete Product explanations and demonstrations regarding price and, if applicable, credit terms, terms of payment, a cooling-off period, including return policies; terms of guarantee; after-sales service; and delivery dates. Distributors shall give accurate and understandable answers to all questions from Consumers. To the extent claims are made with respect to product efficacy, Distributors shall make only those verbal or written product claims that are authorized by the Company.

### 9.4 Order Form

A written Order Form shall be delivered or made available to the Consumer at or prior to the time of the initial sale. In the case of a sale made via mail, telephone, the Internet, or similar non face-to-face means, a copy of the Order Form shall have been previously provided, or shall be included in the initial order, or shall be provided in printable or downloadable form via the Internet. The Order Form shall identify the Company and the Distributors and contain the full name, permanent address and telephone number of the Company or the Distributors, and all material terms of the sale. Terms of a guarantee or a warranty; details and limitation of after-sales service; the name and address of the guarantor; the duration of the guarantee; and the remedial action available to the Consumer shall be set out clearly in the Order Form or other accompanying literature provided with the Product. All terms shall be clear and legible.

### 9.5 Literature

Promotional literature, advertisements and mailings shall not contain Product descriptions, claims, photos or illustrations that are deceptive or misleading. Promotional literature shall contain the name and address or telephone number of the Company and may include the telephone number of the Distributors.

### 9.6 Testimonials

Distributors shall not use any testimonial or endorsement that is unauthorized untrue, obsolete or otherwise inapplicable, unrelated to the offer or used in any way likely to mislead the Consumer.



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### 9.7 Comparison and Denigration

Distributors shall not use comparisons which are misleading. Points of comparison shall be based on facts which can be substantiated. Distributors shall not unfairly denigrate any Company, business or Product, directly or implication. Distributors shall not take unfair advantage of the goodwill attached to the trade name and symbol of another Company, business or Product.

### 9.8 Cooling-off and Return of Goods

Distributors shall offer a cooling-off period permitting the customer to withdraw from the order within a minimum of seven (7) days. Distributors offering a right of return, whether conditioned upon certain events or whether unconditioned, shall provide it in writing.

### 9.9 Respect of Privacy

Distributors shall make personal or telephone contact with Consumers only in a reasonable manner and during reasonable hours to avoid intrusiveness. A Distributors shall discontinue a demonstration or sales presentation immediately upon the request of the Consumer. Distributors shall take appropriate steps to ensure the protection of all private information provided by a Consumer, a potential Consumer, or a Distributors.

### 9.10 Fairness

Distributors shall respect the lack of commercial experience of Consumers. Distributors shall not abuse the trust of individual consumers, or exploit a Consumer's age, illness, lack of understanding or unfamiliarity with a language.

### 9.11 Referral Selling

Distributors shall not induce a person to purchase goods or services based upon the representation that a Consumer can reduce or recover the purchase price by referring prospective customers to the Distributors for similar purchases, if such reductions or recovery are contingent upon some uncertain, future event.

### 9.12 Delivery

Distributors shall fulfil Consumer orders in a timely manner.

### 9.13 Non-Disparagement

You may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

- Organic Vision;

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- its Products, or commercial activities;
- other Persons;
- other companies (including competitors); or
- other companies' products, services, or commercial activities

### 9.14 Harassment

You must operate your Distributorship in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favours, or other physical, verbal, or visual behaviour of a sexual nature, with another Brand Affiliate, Company's employee or customer.

### 9.15 Maintaining Organic Vision's Reputation

You will not act in any way, including your actions outside the scope of your Distributorship, which could be considered detrimental to the business or reputation of the Company or its Distributors. The Company has the right to, in its sole discretion, determine what actions may be considered detrimental and take action against you according to Section 3

**\*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.