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To be filled by an applicant only

(do not copy)

## DISTRIBUTOR'S DETAILS

FULL NAME		
FULL NAME OF HUSBAND/WIFE (for family contracts)		
DATE OF BIRTH	PLACE OF BIRTH	
ADDRESS: STREET, HOUSE		
CITY	POSTAL CODE	COUNTRY
REGION	BUSINESS PHONE NUMBER	
HOME PHONE NUMBER	BUSINESS PHONE NUMBER OF HUSBAND/WIFE (for family contracts)	

Sample

## SPONSOR'S DETAILS

DISTRIBUTOR'S NUMBER YOUR SPONSOR		
FULL NAME		
ADDRESS: STREET, HOUSE		CITY
REGION	POSTAL CODE	COUNTRY
HOME PHONE NUMBER	BUSINESS PHONE NUMBER	

Attention! Please check that Sponsor's Details form has been filled correctly!

The undersigned declares his wish to enter into an independent Distributor's contract with «VISION» (hereinafter as Contract).

**As «VISION» Distributor I undertake to observe terms and conditions specified on the back and carry out my activity in compliance with these terms and conditions and requirements of the legislation in force.**

Data relating to «Vision» Distributor's status:  
«Vision» is an association of distributors which applies principles of distribution. Distributor's Guide Book including Marketing Plan is issued to the Distributor together with the Contract. Products distributed by this method include health - improving preparations, beauty goods, electrical and electronic appliances and equipment, both software and hardware, clothes, produced or sold by the firm as well as any other products and services which «Vision» may decide to sell in future (hereinafter referred to as Products or «Vision» Products).

Warnings relating to «Vision» Distributor's activity:  
Before you sign the Contract:

- a) please read it through carefully and make sure that you have taken knowledge of all the details of the «Vision» Distributor's Guide Book;
- b) take notice of the following:
  - we advise you to consult with a lawyer before you sign the Contract;
  - yield to no promises for easy money without any efforts;
  - any commercial activity is at a commercial risk.

PLEASE READ THROUGH CAREFULLY THE CONTENT ON THE OTHER SIDE BEFORE YOU SIGN THIS.

Distributor's signature \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of "VISION HOLDINGS Limited"

**24a, Archimedes Street, Engomi, 2 411 Nicosia, Cyprus**

# CONDITIONS OF THE VISION DISTRIBUTOR'S CONTRACT

In case if any of the terms and conditions listed below fail to be observed or information given on the reverse of the Contract is inadequate and false the Distributor can be immediately applied measures of responsibility as established including cancellation of the Contract in a unilateral way without any indemnification.

«Vision Holdings Limited» (hereinafter referred to as «Vision» or «Company») is an association of Distributors acting on the basis of the principle of direct distribution of products of products and (or) services, namely, health-improving preparations, beauty products, clothes, as well as any other products or services which the Company may decide to distribute at any moment.

1. Every new Distributor shall have the right to enter into the present Contract, be of the full legal age and in full capacity, and meet the Distributor's requirements specified in the «Distributor's Guide Book» of the Company.

2. Every new Distributor shall undertake to sign one Contract with the Company only and confirm that he has no any interest in any other sphere of commercial activity of the Company except those cases when this is expressly permitted in the «Distributor's Guide Book» and is separately approved by the Company or its representations.

3. After signing the present Contract the Distributor becomes an independent non-exclusive distributor providing house-to-house distribution of products and services. The main task of the Distributor is distribution of «Vision» products by way of searching for purchasers. The Distributor has the right to recruit new distributors and undertakes to teach and train them so that they turn, could become Distributors of the Company.

4. To become a «Vision» Distributor no investments are required. But the Distributor is only necessary to buy a Starter kit of «Vision» assortment of which is determined by the Company and may be changed from time to time.

5. The Distributor may get rewards in accordance with the Marketing Plan where in it is foreseen to get commissions from the activities of Distributors of his group. Scale of commissions is described in details in the «Distributor's Guide Book» and in the Marketing Plan which may be changed from time to time by decision of the Company.

When making contacts with potential distributors the Distributor is not authorized to give guarantees as regards supposed earnings or allow himself to make unfeasible statements whatsoever in respect to earnings, products or Marketing Plan.

6. In the case if the Distributor fails to fulfill the established «Vision» conditions for purchase and distribution of the products among the final consumers within a month, he may not claim for commissions for this month. Besides, should the Distributor fail to fulfill the terms and conditions of distribution of the products among final consumers within 4 (Four) months running he shall forfeit the right to his group of Distributors.

The Distributor having made no purchases within 4 (Four) months running shall keep his sponsor but on the fifth month the whole group of the Distributor shall be taken up to his upper active sponsor notwithstanding the fact that the activity can be subsequently recommenced. This is called «degrade». Should the Distributor fail to make a purchase within (6 Six) months after degrade his Contract shall be cancelled.

7. The main task of the Distributor is distribution of products by way of search for final consumers. Therefore, the Distributor is obliged to distribute major part of purchased products before he purchases (orders) new products from the Company of its representations.

The Company expressly declares that purchase of products with the only purpose of gaining commissions is strictly forbidden and contradicts the letter and the spirit of the Marketing Plan for the reason that it makes possible to gain commissions undeservedly.

8. Should the Distributor is involved in debt towards the Company the Company shall deduct the adequate amount from the commissions payable to the Distributor. Besides, failure to pay the cost of products ordered and purchased from the Company's representations shall entail cancellation of the Contract immediately after receipt by the Company of an appropriate notification. All commissions payable before cancellation of the Contract shall be paid to the Distributor by «Vision» less the aforesaid amount of indebtedness.

9. The Distributor undertakes not to distribute «Vision» products through trading network (stores, shops, warehouses etc.) which is not provided by the Company and the Marketing Plan as specified in details in the «Distributor's Guide Book».

10. The Company shall provide guarantees to the Distributor and, correspondingly, to the final consumers high quality of products to be distributed. In this connection, any return of products may be performed by the Distributor subject to prior consent of the Company only and in strict compliance with the legislation in force regulating protection of consumer rights.

The Distributor bears a sole responsibility for any possible charges, expenses and losses connected with his activities because the latter is fully independent. Such responsibility can not be imposed to the Company.

11. The Distributor undertakes to expand the network of agents under his wardship, make available to newly recruited Distributors appropriate training, demonstrate them the best way of presentation and delivery of products to the final consumers. Therefore, the Distributor undertakes to be in continuous contact with newly recruited by him Distributors so that to provide them adequate training and assistance in developing their commercial activities. The Distributor declares that he has taken knowledge of special rules of recruiting of new members which are specified in the «Distributor's Guide Book» and undertakes observation of these rules.

12. The Distributor shall not make any use of names, emblems, marks and other symbols owned by the Company without written permit of the Company to do this. Besides, he shall not advertise the products or commercial techniques of «Vision» without prior written permit of the Company to do this.

The Distributor undertakes to advertise the products or «Vision» Marketing Plan in strict compliance with the terms accepted in the documentation elaborated and distributed by the Company.

13. The Distributor undertakes to keep confidential any information relating to the Company including commercial secrets of «Vision» and also prevent from spreading information that could injure business reputation of the Company.

14. The Company and the Distributor may cancel the Contract in a unilateral way subject to prior notification of the other party by a special declaration. In case of cancellation of the Contract on the Distributor's initiative the latter is released from any contractual liabilities to the Contract on the Distributor's initiative the latter is released from any contractual liabilities to the Company relating to the Marketing Plan, and he shall forfeit the right to recruit new agents and, therefore, to commissions payments. His group shall be entirely transferred to his sponsor without restitution right.

The Distributor having terminated the Contract or whom the Contract has been terminated with by decision of the Company shall have the right to sign a new contract in 1 (One) year from the date of cancellation.

Cancellation of the Contract only with the purpose of replacement of the sponsor is forbidden.

Date of cancellation of the Contract is the date when the Company makes a decision on this issue.

15. In case of cancellation of the Contract the obligations of the Distributor to the Company shall be

reserved as regards the products having been already provided to him by the Company or its agencies subject to terms listed in items 16-18.

16. If the Distributor gives a notice of his intent to terminate the Contract earlier than 14 (Fourteen) days after its signing the Distributor shall have the right to demand, within 14 (Fourteen) days following the date of special declaration, reimbursement of amounts paid by him to the Company or its agencies less:

a) amounts payable or which have been already paid for products that have been delivered and paid by the final consumers;

b) value of the order for products that have been already delivered to the Distributor and not returned by him or accepted by a person unauthorized by «Vision» to do this;

c) value of the order for products returned, but damaged at the Distributor's fault or the amount equal to the value of damaged products.

17. In the case if the Distributor gives a notice of his intent to cancel the Contract later than 14 (Fourteen) days after the date of its signing the matter of return of the products purchased by him from the Company or its agencies shall be settled in a way as the Company may think fit in every certain case. However, in any case 100% return of amounts paid by the Distributor is not admissible for such cancellation of the contract.

18. If cancellation of the Contract is initiated by «Vision» the Company or its representations are entitled to accept its products from the Distributor, if they think it necessary, at price and on terms fixed by the Company independently.

19. The present Contract is valid within 1 (One) year from the date of its registration by the Company. Upon expiration of the Contract the present Contract shall be extended for a new similar period and on the same terms and when carrying out by the Distributor his obligations under item 4 of the present Contract in the case if either party does not declare its intention to cancel the contract at least 1 (One) month prior to the expiration of the Contract.

20. The Distributor considers and acknowledges his activity to be fully independent. He finds his clients and provides home delivery of the products on the regular basis as an independent Distributor, without breaking the legislation in force.

The objective of the present Contract is not establishment of partner relationship within the association or society or relations of «employer-employee» type between the Distributor, his Sponsor, members of his group sponsored by the Distributors and/or the Company or its representations. The Distributor is not entitled to enter into any obligations and/or carry on negotiations on behalf of «Vision» or impose responsibility on the Company or its representations in whatever form.

21. The Distributor shall bear sole responsibility for expenses on management of his commercial activity as well as his tax and social commitments.

Either the Company or its representations under any circumstances shall not and can not be responsible for observation of the tax legislation by the Distributor as well as adequate accounting and payment by the Distributor of taxes and fees charged to the commissions amounts or any other payments to the Distributor.

22. The Distributor confirms that he has received the «Distributor's Guide Book». The commercial principles set forth in this Guide Book can be revised by the Company due to commercial or economical necessity. The Distributor's duty is to follow any changes in these principles as well as methods and procedures established by the Company.

23. The Distributor affirms that he has taken knowledge of the Marketing Plan and understanding of the way of his activity. He acknowledges that no one in his declarations gave him a hope as if he can gain revenues, guarantees or derive any other benefit from his commercial activity with «Vision» without any effort, and declares that he does not base himself on the hope of such kind in his desire to become a Distributor. The Distributor is quite conscious that his success depends on his abilities and real efforts and he shall not gain any other commissions except as stipulated by the «Vision's» rewarding plan which may be revised from time to time by decision of the Company.

24. The Distributor is informed and accepts that the Company may vary terms and conditions of the present Contract as well as the commercial principles and Marketing Plan. These amendments shall be brought to the notice of the Distributor in writing and obligatory for fulfillment, and the Distributor shall be acting in compliance with the new terms and conditions. The amendments shall be announced through either a special bulletin or information in magazines open to general use or notification enclosed to the products package. Any amendments shall become effective in 30 (Thirty) days upon notification of this by the Company. The aforesaid alterations can be brought to the notice of the Distributor through the Company's representations as well.

25. The rights and obligations of the Distributor under the present Contract and, accordingly, his status of the «Vision's» Distributor can be assigned to one of his relative only subject to they are not Distributors of the Company at the time of assignment and by the written consent of the Company.

26. The activity of the Distributor shall be carried out in compliance with the legislation ruling in the place of his activity. The Distributor undertakes to act strictly within the legal, social and tax norms and standards regulating his activity.

More over, during the validity of the present Contract the Distributor is obliged to prevent from any activity of himself which could rival his commercial activity with «Vision» stipulated by the present Contract, in particular, advertise and distribute the products which may be competitive with the «Vision» products, as well as act as a Distributor of other companies applying in their work methods of distribution of products and/or services through a multilevel network marketing and direct sales. The Distributor shall not perform any illegal commercial activities or abuse such activities.

Violation by the Distributor of the obligations set forth in the present item shall be deemed an unconditional ground for cancellation of the Contract by initiative of the Company.

27. The Distributor undertakes to comply with the following principles of honesty and frankness:

- to adequately describe the products;
- to expressly specify conditions of purchase, guarantees, validity and servicing;
- to give to the final customers enough time to make decision on purchase;
- to treat the final customer kindly and put no excessive pressure if the suggested product does not satisfy his demands at that time.

28. The Distributor acknowledges that he has read and understood the terms and conditions of the present Contract, the «Distributor's Guide Book» and the «Ethical Code» which constitute the legal and moral basis for relations between the Distributor and «Vision». Any other circumstances or warranty or guarantee shall be valid only if they are made in the form of a special written agreement.

Provisions of the present Contract the «Distributor's Guide Book» and the «Ethical Code» shall constitute a contractual basis for relations between the Distributor and «Vision».

In case of any discrepancies and contradictions in interpretation of the provisions of the present Contract, the «Distributor's Guide Book» and the «Ethical Code» the present Contract only shall prevail and have the highest legal force.

29. All differences and disputes which may arise from the present Contract or in connection with its execution if they fail to be settled by negotiations shall be submitted for settlement to the appropriate judicial authorities in accordance with the regulations ruling on the territory of the Distributor's activity.