

New Vision Australia Policies and Procedures

Table of contents:

Introduction	1
Policy Provisions	2
Team Member Policies	2
Consumer Direct Program Policies	6
General Policies	7
Sponsoring Policies	9
Ordering/Payment and Return Policies	10
Easy-ship Advantage	11
Product Guarantees	13
Compensation Plan Policies	14
Glossary of Terms	15
Levels of Achievement	15
Advertising and Promotional Guidelines	18
Additional Policies	20
Non-Profit Organisations	21

Introduction

New Vision is a direct sales company that encourages and supports the use and retail selling of its products through independent distributors (Team Members) throughout Australia. It is a family-oriented business built upon the highest ethical standards. It combines some of the best direct sales features, based upon its founders' years-of experience in the industry.

The phenomenal growth and recognition of marketing through direct sales organisations as being the wave of the future is reconfirmed in a recent direct selling trade association survey which revealed that \$23.17 billion worth of product was sold. Additionally, 9.7 million people were involved in direct selling in the United States in 1998.*

Any company which represents that a member will achieve financial success without working the program or by relying solely on the efforts of others should be disregarded. Furthermore, any company that ties compensation and financial success solely to recruiting efforts rather than actual sales for ultimate use by consumers is an illegal pyramid scheme and ultimately destined to collapse.

A Team Member is an independent contractor, and like any other independent business person, his or her success or failure depends on his or her personal efforts. No direct sales company can legitimately guarantee its independent contractors any particular income, profit or success. However, New Vision Australia provides its Team Members with the best quality products and one of the finest compensation plans in the industry. The Company and its products provide an opportunity for Team Members to enrich the quality of their lives by using New Vision Australia products. They also provide equal access to financial success to any Team Member willing to properly work the program.

The Company provides a buy-back policy whereby it will re-purchase any sales aids or products that qualify under the buy-back policy and that are in resalable or reusable condition (conditions apply).

In America, Congress has also recently acknowledged the importance of nutrition and the benefits of certain dietary supplements to health promotion and disease prevention in Public Law 103-417 (Dietary Supplement Health and Education Act), section 2, where Congress specifically stated in the publicly enacted law that:

- (1) *The importance of nutrition and the benefits of dietary supplements to health promotion and disease prevention have been documented increasingly in scientific studies;*
- (2)(a) *There is a link between the ingestion of certain nutrients or dietary supplements and the prevention of chronic diseases such as cancer, heart disease, and osteoporosis;*

New Vision Australia Policies and Procedures

- (2)(b) *Clinical research has shown that several chronic diseases can be prevented simply with a healthy diet, such as a diet that is low in fat, saturated fat, cholesterol, and sodium, with a high proportion of plant-based foods;*
- (3) *Healthy diets may mitigate the need for expensive medical procedures, such as coronary bypass surgery or angioplasty;*
- (4) *Preventive health measures, including education, good nutrition, and appropriate use of safe nutritional supplements will limit the incidence of chronic diseases, and reduce long-term health care expenditures;*
- (5) *There is a growing need for emphasis on the dissemination of information linking nutrition and long-term good health;*
- (6) *Consumers should be empowered to make choices about preventive health care programs based on data from scientific studies of health benefits related to particular dietary supplements. Despite the Dietary Supplement Health and Education Act, federal and state agencies continue to take a very restrictive view of what can be said regarding what clinical studies and tests reflect concerning the benefits of specific supplements.*

New Vision Australia believes the best way to promote its nutritional products is in strict accordance with regulatory guidelines and through personal experience and use. Consumers may then draw their own conclusions based upon their experience or other Team Members' personal experiences with the products. New Vision Australia has a long-term business philosophy. In embracing this philosophy, New Vision Australia provides quality products, exceptional support and a fair and generous marketing plan for the Team Members who purchase its products for personal use and for resale to consumers.

It's Team Members, as independent contractors, are free to devote as much or as little time to their New Vision Australia businesses as they deem appropriate in their sole discretion, and to market the product in the manner they believe will be most successful, provided they do not violate any of the terms of their Team Membership Agreement, Company policies and compensation plan, commit unfair or deceptive trade practices or violate any state or federal laws. Any such violation will be grounds for immediate suspension or termination of the representative's relationship with the Company.

POLICY PROVISIONS

In order to maintain the integrity of the New Vision Australia program and to assist and ensure compliance with state and federal laws, the following policies have been adopted and will be strictly enforced. A copy of these policies is available at www.newvisionaus.com

TEAM MEMBER POLICIES

Becoming a Team Member

Once New Vision Australia receives, accepts and processes a Team Member Application and Agreement form, that individual automatically achieves "Team Member" status and all of the advantages that go along with it. Members at "Team Member" level are eligible to earn retail profits as well as to sponsor other Members into their network Organisation. Members may purchase product directly from New Vision Australia at wholesale prices. "Team Members" have no minimum volume requirements.

A Team Member is one who has completed a New Vision Australia "Team Member Application and Agreement" form either a signed hard and has been accepted by New Vision Australia as a Team Member.

Applications may be submitted as an individual, or in a corporate, partnership or limited liability company name only. An Australian Business Number (ABN) must be supplied. If an ABN Number is not provided, a with-holding tax of 48.5% will be deducted from the Team Member's commission cheques.

Team Members operating their business other than as an individual must complete and deliver a duly executed "Operating Under A Business Name" form and other appropriate documentation as requested

New Vision Australia Policies and Procedures

and/or required by New Vision Australia. By submitting such application, the applicant is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons are bound by this application and agreement.

As New Vision Australia continually strives to enrich the quality of your families' lives, we have added another convenient way for you to become a New Vision Australia Team Member.

No Team Membership may be in the form of a trust. New Vision Australia reserves the right to accept or reject anyone as a Team Member. **A prospective Team Member cannot participate in New Vision Australia's compensation plan or receive any commissions or bonuses until a Team Member Application and Agreement form (and if applicable, the "Operating Under A Business Name" form) has been submitted to and accepted by the Company.**

New Vision Australia Identification Number (NVIN)

Team Members signed up by phone will automatically be issued a personal and confidential New Vision Australia Identification Number (NVIN).

Team Members signing up by mail or through the "**Sign Up By Fax**" program will automatically be issued a personal and confidential New Vision Australia Identification Number (NVIN) upon receipt, acceptance and processing of the Team Member Application and Agreement form. An original Team Member Application and Agreement form must be submitted to the New Vision Australia office. Thereafter, the NVIN will be used for all Member correspondence and inquiries.

No Product Purchase Required

All Team Members are required to purchase a Team Member Kit, which includes a copy of policies and procedures, at the time of submission of their Team Member Application to New Vision Australia.

The Team Member Kit is sold at New Vision Australia cost. This sum is not a service or franchise fee, but is strictly to offset costs incurred by New Vision Australia for educational and business materials required for a Team Member of New Vision Australia. No product or inventory purchase by the Team Member is required and there are no other fees or costs except for the cost of the Team Member Kit. **Data processing fees, if any, will be deducted from commissions and bonuses.** Properly filled out Team Member Applications will be put on file at New Vision Australia at no cost to the Member concerned.

Team Member Status as an Independent Contractor

Team Members are independent contractors and are not to be considered purchasers of an intangible franchise or a distributorship. The agreement between New Vision Australia and its Team Members does not create an employer/employee relationship, partnership, or joint venture between New Vision Australia and the Team Members.

New Vision Australia Team Members have no authority to bind New Vision Australia to any obligation. It is each Team Member's responsibility to pay all applicable taxes. Team Members are not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. Each Team Member is encouraged to set his or her own hours and to supply all of his or her own equipment and tools for operating his or her business, such as telephones, transportation, professional services, office equipment and supplies. Further, each Team Member should determine his or her own methods of sale, so long as he or she complies with the policies and procedures of New Vision Australia.

Team Member Rights

New Vision Australia Team Members are entitled to:

1) Sell New Vision products and profit from these sales;

New Vision Australia Policies and Procedures

2) Participate in the New Vision Australia Compensation Plan; and 3) Sponsor individuals into their network Organisation.

There are no territorial restrictions for Team Members within Australia. Team Members agree to be Familiar With and Abide By Current New Vision Australia Policies and Marketing Plan New Vision Australia has implemented Company policies, rules, regulations and compensation plan requirements (as found in the Team Member Kit and on the Team Member Application and Agreement) for proper sales and marketing procedures and to prevent improper, abusive or illegal acts.

Each Team Member shall be familiar with all current and subsequently amended Company policies and compensation plan and shall conduct their Team Membership in strict compliance therewith. The placing of orders for product with New Vision Australia is a reaffirmation of such commitment to abide by all existing Company policies and the compensation plan.

A Team Member shall have the right to receive commissions, rebates, bonuses or other compensation only as long as he or she is conducting his or her business in compliance therewith.

Sign Up By Phone / Fax

This program allows a Member to give a prospect their NVIN along with the Member Care phone or fax number so that the prospect can sign up by phone/fax.

The prospective Member must provide his or her sponsor and enroller information, shipping and mailing address, ABN and proper method of payment. The Member will be charged for their Team Member Kit, which will be shipped with their first order.

The new Member is then able to place orders and sign up other Members; however, they must send in the original, signed Application to the Head Office before they can be eligible to receive royalties. If the completed Team Member Application is not received by the 7th calendar day of the month following enrolment, any royalties earned in that time period will be held by the Company according to policy, pending receipt of the Application.

The new Member must send in an original, signed application to the Head Office by the 7th calendar day of the month (or 5th business day) following enrolment as a Member.

If the sponsor and enroller information of the received application differs from that of the phone/fax sign up, the hard copy information will prevail. Applications for Members who enrol in the immediately preceding month, which are received after the 7th calendar day of the month and have a discrepancy in the information provided for sponsor and/or enroller, will be processed, but no change in sponsor and/or enroller will be made and the information captured at sign-up will stand.

New Vision Australia will not be responsible for a Member not attaining qualifications or earnings. It is the sole responsibility of the Team Member to confirm that the sign-up information (including name, sponsor, enroller, ABN, etc.) is correct. The information captured at sign-up will be binding to the Team Member.

As New Vision Australia continually strives to enrich the quality of your families' lives, we have added another convenient way for you to become a New Vision Australia Team Member.

It is the sole responsibility of the sponsoring Team Member to inform applicants who sign up by phone/fax that they are joining the New Vision Australia team as an independent Team Member, subject to all the terms and conditions set forth in the Team Member Application and the Policies and Procedures.

Legal Age

All Team Members must be of legal age in the state in which they live, to distribute New Vision Australia products.

New Vision Australia Policies and Procedures

Simultaneous Interests

New Vision Australia Team Members and/or their spouses may not have an interest, directly or indirectly, in more than one Team Membership.

Married Couples

New Vision Australia will consider each married couple a single Team Membership. Husbands and wives may not sponsor each other, directly or indirectly, nor have different sponsors. If one spouse is already a Team Member, the non-participating spouse may elect to become a Team Member, but must join the same Team Membership as his or her spouse. If one spouse chooses not to be a Team Member, the spouse acting as a Team Member expressly agrees and understands that his or her Team Membership may be terminated for any actions taken by the non-Team Member spouse that would violate Company policies if he or she was a Team Member.

If spouses divorce, they should notify New Vision Australia as to how the Team Membership is to be managed thereafter. Otherwise, New Vision Australia will consider the person who was originally listed as the Team Member to continue as the Team Member. In the event of divorce or legal separation of a joint Team Membership, legal court documents relating to such action, as requested by the Company, must be submitted to Head Office.

Members who marry after becoming Team Members have the option to:

- (1) *Maintain two separate individual Memberships;*
- (2) *Volunteer to cancel one of the individual Team Memberships and add the cancelling spouse to the others Team Membership for a joint Membership; or*
- (3) *If one spouse is the sponsor of the other, the down-line Member may be cancelled, in which case the entire downline would flow to the upline, thereby merging the Organisation of the two Team Memberships.*

Annual Renewal

Every Team Member must renew their Team Membership on an annual basis, this may be coinciding with their original application acceptance date or an annual renewal date decided by New Vision Australia. Renewal includes fee payment (plus shipping, handling and applicable tax) for a copy of the revised Policies and Procedures. This sum is strictly to offset costs incurred by New Vision Australia for educational materials required of a Team Member.

As a convenience to our Team Members, New Vision Australia will automatically debit the current Team Member's account for their annual renewal fee. At New Vision Australia's discretion, this "Debit" may also include a charge to the Team Member's credit card on file with New Vision Australia or deduction from the Team Member's monthly bonus cheque. Payment may be made by VISA, Amex, MasterCard, Money Order, Bankcard, Diners Club, Direct Debit or Personal Cheque made payable to New Vision Australia Pty. Ltd.

If a Team Member elects not to renew his or her Team Member Agreement, all rights to bonuses, marketing position and wholesale purchases cease. The resigned Team Members sales Organisation shall be transferred to his or her immediate upline Team Member.

A Team Member whose Membership has been cancelled based on their election not to renew may immediately re-apply as a Team Member under the original sponsor or may re-apply under a new sponsor after a six-month waiting period from the date of termination. If the Team Member renews under the same sponsor and enroller, they must pay the renewal fee (plus shipping, handling and applicable tax) for the updated policies and procedures.

If the Team Member wishes to renew under a new sponsor or enroller, they must purchase a new Team Member Kit (plus shipping, handling, and applicable tax.) and send in a clearly completed application and agreement form and receive the company's approval.

New Vision Australia Policies and Procedures

CONSUMER DIRECT PROGRAM

Policies

The Consumer Direct Program (CDP) combines the latest in multi-level and direct marketing techniques. It is designed to make consumer direct marketing easier than ever for the New Vision Australia Team Member and his or her retail consumers (hereafter referred to as Consumer) who desire to participate in the CDP program. CDP is designed to facilitate the retail sales of New Vision Australia Team Members. CDP allows a Team Member's Consumer to place orders directly with New Vision Australia by phone, mail, or fax. Since the Team Member has introduced the New Vision Australia products to, and is servicing his or her Consumer, the Team Member will earn a royalty on those orders. At the Consumer's convenience, they select the products they wish to receive, call New Vision Australia and place their order.

Features of CDP for Team Member's Consumers

Any Team Member's Consumer who enrolls in CDP shall be able to:

- I Purchase products directly from New Vision Australia at a discounted retail price.
- 2) Choose from several payment options. New Vision Australia accepts VISA, MasterCard, Bankcard, Amex, Diner's Club, Money Order, Bank Cheque, Direct Debit or Personal Cheque.
- 3) Receive direct product delivery. CDP participants may have products delivered directly to their designated delivery address anywhere in Australia.

Consumer Registration

To register to participate in New Vision Australia's CDP, consumers should:

- I) Call Member Care at (07)-5522-1144.
- 2) Provide New Vision Australia with their name and details. New Vision Australia will assign the new consumer with a Consumer Identification Number (CIN).
- 3) Give his or her sponsor's and enroller's New Vision Australia Identification Number (NVIN) and name.
- 4) Place an order for the desired products. Pay for the order using the approved payment methods. Orders being paid by cheque or money order must be placed by mail.
- 5) The order will be processed and delivered directly to the Consumer.

Discounted Retail Price

Products ordered through CDP will be sold at a discount from the suggested retail price.

Auto-Ship Advantage Program

Each consumer participating in CDP may choose to design his or her own standing monthly order which will be processed on a specified date each month. Please refer to the Auto-Ship Advantage section in this Policies and Procedures booklet for further information.

Sponsoring and Royalties

Consumers will not be eligible to participate in the New Vision Australia Compensation Plan unless they submit a Team Member Agreement to New Vision Australia, convert to the status of Team Member, and purchase a Team Member Kit. Therefore, Consumers may not sponsor other Consumers or Team Members and are not eligible to earn monthly override commissions.

Married Couples

New Vision Australia Policies and Procedures

New Vision Australia will consider each married couple a single CDP participant account. Husbands and wives may not have different sponsors. If one spouse is already a CDP participant, the non-participating spouse, may elect to become a CDP participant, but must be placed on the same account as his/her spouse.

Responsibilities for Team Member Participation Prior to referring a consumer to CDP, a Team Member must have had personal contact with the Consumer for the purpose of introducing and promoting the New Vision Australia products and programs. Each Team Member is responsible for providing ongoing customer service to each potential and actual Consumer who is enrolled in the CDP.

In performing customer service each Team Member is responsible for:

- 1) Providing necessary customer attention and satisfaction.
- 2) Providing product orientation.
- 3) Assisting the Consumer in returning products to New Vision Australia.

Conversion to Team Member Status

A Consumer may elect to become a New Vision Australia Team Member. This may be done by mail, or by calling Member Care at (07)-5522-1144. To apply for Team Member Status, a Consumer must:

- 1) Purchase a Team Member Kit. The kit is sold at New Vision Australia's cost plus applicable shipping and handling charges.
- 2) Complete the information required for submission of the Team Member Application and Agreement and maintain the line of Team Member sponsorship. The Consumer is bound to his / her original sponsor and enroller and may not elect to change sponsorship. Submit the Application and Agreement to New Vision Australia.
- 3) Once New Vision Australia receives, accepts, and processes the Team Member Application and Agreement form, the status of the Consumer is changed to Team Member Status. The new Team Member may now benefit from all of the advantages that accompany "Team Member status.

Upon acceptance of the Application and Agreement form, the Team Member is bound by New Vision Australia Policies and Procedures.

General Policies

Price Changes

The price of all New Vision products and sales aids is subject to change without prior notice.

Suggested Retail Price

New Vision publishes a suggested retail price for all of its products.

Retail Receipts

New Vision Australia Team Members must provide their retail customers with an official New Vision Australia sales receipt, a copy of which is enclosed in the Team Member Kit. Team Members may duplicate the form and must provide one to the retail customer and retain a copy for their records. These receipts outline the New Vision Australia Customer Refund Warranty as well as consumer protection rights where required by law.

Sale of Team Membership A Team Member may not sell, assign or otherwise transfer his or her Team Membership, marketing position or other Team Member rights unless:

- (1) The Team Member follows New Vision Australia's policy regarding Sale of Team Membership (a copy of which may be obtained by contacting Head Office and is incorporated herein); and

New Vision Australia Policies and Procedures

(2) New Vision Australia, in its sole and absolute discretion, approves the transfer in writing as in the best interests of the parties involved, New Vision Australia and its Team Members.

A Team Member who purchases another Team Membership, forfeits his or her original Team Membership and downline.

Succession Upon the death or incapacity of the Team Member, his or her rights to bonuses and marketing position, together with Team Member responsibilities, shall pass to his or her successor, upon written application when New Vision Australia is provided with all necessary documentation. The successor Team Member must execute a Team Member Application and Agreement and fulfil all responsibilities of the Team Member. The successor Team Member may be an existing Team Member as long as he or she complies with all New Vision Australia policies and procedures, including fulfilling all supervisory functions.

Voluntary Resignation

The Team Member Agreement may be voluntarily cancelled at any time and for any reason by a Team Member notifying New Vision Australia in writing of the election to cancel. This letter must be signed by all parties listed on the Team Membership and must be posted to New Vision Australia 4/19 Central Drive, Andrews, QLD, 4221 and/or sent by facsimile to 0755935816 **Note: Email resignations will not be accepted.** A Team Member who resigns by written notice may immediately re-apply as a Team Member under the original sponsor or may re-apply under a new sponsor after a six-month waiting period from the date of resignation by letter. If the Team Member renews under the same sponsor and enroller, they must pay the renewal fee (plus shipping, handling and applicable tax) for a copy of the updated policies and procedures.

If the Team Member wishes to re-apply under a new sponsor or enroller, they must purchase a new Team Member Kit (plus shipping, handling and applicable tax), send in a duly completed Application and Agreement form and receive the Company's approval.

Buy-Back Policy

Any Team Member who resigns and wishes to return product to the Company should notify New Vision Australia of his or her intention by calling Member Care or sending a letter to Head Office. The letter must list all the items to be returned, the quantities of each item and the sales order number(s) under which each of the items was most recently purchased. **New Vision Australia will re-purchase all of the Team Member's products that are in resalable condition at a price equal to 100% of the original sales price less a 30% handling fee up to a maximum of \$100. Products will not be considered resalable if they are unusable (i.e., shelf life has passed, the product has been opened or the product or version of the product is no longer carried by New Vision Australia).**

Once the buy-back letter has been received at Head Office, or when the Team Member calls Member Care, he or she will be provided with a Return Merchandise Authorisation Number (RMA), as well as the address to which the merchandise should be shipped. This Number must be clearly marked on the outside of each box being returned. Any merchandise being returned to our Distribution Centre must be sent prepaid. Team Members are encouraged to use a traceable means of transport, as New Vision Australia is not responsible for items lost in transit. Once the merchandise has been processed at the New Vision Australia Distribution Centre, the account will be credited or a refund processed in the manner of original payment (e.g., a credit will be issued on the credit card originally used for the product purchase).

Any advancements in the New Vision Australia Compensation Plan, commissions or awards achieved as a result of these purchases by the Team Member will be reversed and the amount(s) deducted from the Team Member's refund. The Company may also charge back to a returning Team Member's upline any commissions, rebates, bonuses or awards received or paid on product returned from a Team Member.

New Vision Australia Policies and Procedures

Suspension and Termination

New Vision Australia reserves the right to suspend and/or terminate any Team Member at any time if it is determined that the Team Member has violated the provisions of the Team Member Agreement, including the provisions of these policies and procedures or compensation plan as they may be amended, or the provisions of applicable laws and standards of fair dealing. Such suspension and/or termination shall be made by New Vision Australia at its discretion. Upon an involuntary suspension and/or termination, New Vision Australia shall notify the Team Member, in writing, at the latest address listed with New Vision Australia for the Team Member. In the event of a suspension and/or termination, the suspended and/or terminated Team Member agrees to immediately cease representing himself or herself as a Team Member. All suspension and termination notices will be sent by registered post or courier to the Team Member's address on file with New Vision Australia.

The Team Member will have 10 days from the date of the notice/letter in which to appeal the suspension and/or termination in writing. The Team Member's appeal correspondence must be received by New Vision Australia within that time frame. If the appeal is not received within that time period, the suspension and/or termination automatically will be deemed final. If the Team Member files a timely appeal of suspension, New Vision Australia will review and reconsider the suspension, consider any other appropriate action, and notify the Team Member of its decision. New Vision Australia's decision will be final and subject to no further review. If, after the 10 day period has passed, no response is received from the Team Member, New Vision Australia will terminate the membership and notify the Team Member by registered post or courier.

Effect of Suspension or Termination

A Team Member placed under suspension shall not have the right to represent himself or herself as a Team Member, purchase products from New Vision Australia, receive any royalties, bonuses, awards, nor be eligible to attend New Vision Australia functions until such time as the suspension has been lifted.

Suspension is retroactive to the beginning of the calendar month in which the alleged wrongful conduct occurred for which the suspension is imposed by New Vision Australia. Therefore, there will be no payment of royalties, bonuses or awards in the suspension period. Termination is retroactive to the beginning of the calendar month in which the first misconduct serving in part as the basis for the termination occurred.

In addition to the indemnification obligation set forth herein, a Team Member who is terminated for violation of Company policies shall, upon demand by New Vision Australia, be liable to repay, return or compensate New Vision Australia for any benefit program, prizes, inventories, bonuses or other compensation received from New Vision Australia after the date of the activities causing such termination, as well as any other damages resulting to New Vision Australia from such conduct. A Team Member terminated for failure to follow Company policies may not re-apply to become a Team Member.

SPONSORING POLICIES

Right to Sponsor

All Team Members have the right to sponsor others. In addition, every person has the ultimate right to choose his or her own sponsor. If two Team Members should claim to be the sponsor of the same new Team Member, New Vision Australia shall regard the first application received by the Head Office as controlling.

Sponsor Responsibilities

There is no "secret" involved in New Vision Australia or in any business. Those who sponsor, but who do not help new Team Members develop their business, meet with limited success. Therefore, a responsibility of sponsorship is to work with new Team Members, helping them learn the business and

New Vision Australia Policies and Procedures

encouraging them during the critical early months. Sponsors are not required to carry inventory of products or sales aids for new Team Members.

Any Team Member who sponsors other Team Members must fulfil the obligation of performing a bona fide supervisory, distribution and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. A Team Member must have ongoing contact, communication and management supervision with his or her sales Organisation. Examples of such supervision include, but are not limited to: product presentation, retail sales training, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions and accompanying individuals to New Vision Australia training. Team Members should be able to provide evidence to New Vision Australia of ongoing fulfilment of sponsor responsibilities when asked by New Vision Australia.

Referral Policy

New Vision Australia's policy encourages prospects to contact the Team Member who first introduced them to New Vision Australia. If a prospect does not have a Team Member contact, New Vision Australia will provide him or her with an active Team Member contact in accordance with its written referral policy. To obtain a copy of the policy, contact Member Care.

Transfer of Sponsorship

New Vision Australia does not permit the transfer of sponsorship except if a Team Member causes all of his or her immediate upline through six levels to each agree, in a single Justice of the Peace declaration, in writing, to such transfer. New Vision Australia will charge a transfer fee of \$110. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall Organisation.

ORDERING/PAYMENT & RETURN POLICIES

Ordering Methods. All orders must be received at Head Office on or before the close of the last business day of each calendar month in order to be considered part of that month's volume. To ensure your order arrives in time for end-of-month processing, please allow sufficient mailing time. The order date will reflect the date the order is received by the Head Office, NOT the postmarked date.

Orders are processed for the day they are received at Head Office and the volume credit of commissionable product will count for the month in which the order is received.

It is the responsibility of the Team Member to call Member Care to confirm payment acceptance and processing of their order. New Vision Australia strongly recommends that Team Members document each order number and the name of the Member Care agent taking the phone order.

Members may place orders by calling our toll-free number, 1-800-684-673, Monday through Friday from 8:30am to 5:00pm QLDST (QLD Standard Time). **In order to be considered part of that month's volume, orders must be placed by midnight on the last business day of each month.**

Mail and Fax Orders

Team Members may place orders by mail or fax by sending a duly completed Regular Order / Auto-Ship Order form to Head Office, along with proper method of payment in full. Mail orders may be paid by VISA, Bankeard, Mastercard, Amex, Diners Club, Money Order, Personal Cheque, Bank Cheque or Direct Debit.

Telephone Orders

Telephone orders may only be paid by VISA, MasterCard, Bankeard, Amex, Diner Club or Direct Debit.

New Vision Australia Policies and Procedures

AUTO-SHIP ADVANTAGE

This program allows Team Members to design their own monthly order. Other specific benefits of this program are outlined in the MyPay Bonus section. Payment is automatically deducted from an authorised VISA, MasterCard, Amex, Diners Club, Money Order, Direct Debit, Bank or Personal

Cheques will be accepted, but they must be received seven (7) calendar days prior to the billing date.

Each month your account will be debited on the date you have selected as your Auto-Ship processing date. Dates available for selection start with the 3rd up through and including the 21st of the month. Product will be shipped within 24 to 48 business hours of each billing.

It is the responsibility of the Member to ensure that a valid payment option is provided for monthly processing. New Vision Australia is not responsible for a Member not attaining qualifications or earnings resulting from declined or invalid payment options.

Auto-Ship changes and cancellations can be phoned in to Member Care at (07)-5522-1144 or sent to New Vision Australia in writing and must be received no later than seven (7) calendar days prior to the billing date. Changes and cancellations received after this date will be processed for the following month. (New Vision Australia reserves the right to process changes and cancellations as necessary.)

Changes and cancellations can be mailed or faxed to:

**New Vision Australia Pty. Ltd.
Unit 4 19 Central Drive,
Andrews QLD 4220
(07)-5522-1144**

Payment Options

Payment in full must be made by the Member at the time an order is placed. Orders will not be shipped, nor will New Vision Australia acknowledge product volume, without payment in full. Orders may be paid by VISA, MasterCard, Bankeard, Amex, Diners Club, Money Order, Direct Debit or Bank Cheque.

Personal/business cheques will be accepted for amounts not exceeding \$1000.00. Direct Debit orders will not be released until funds are cleared, where the value of the Direct Debit order is over \$500.00.

Dishonoured cheques will incur the cost charged by the bank plus a handling fee per order. The Team Member will, at New Vision Australia's sole discretion, be put on payment restriction. The Team Member will be notified by mail regarding their insufficient funds. The Team Member will no longer be able to purchase product using personal cheque. Any purchase from this point forward must be by certified funds, credit card or money order.

In addition, the Team Member must clear the balance on his/her/their account before he/she/they will be able to order again. Any Team Member found in violation of submitting false banking information (i.e., credit card holder, cheque account name) with regard to credit card, bank cheque, cheque accounts, etc., will be subject to immediate termination of their Team Membership, and forfeiture of any and all royalty income owed and in holding at that time.

A cheque returned by any financial institution to New Vision Australia will be regarded as an "outstanding debt" and, as such, is owed to New Vision Australia. Failure to pay an outstanding debt owed to New Vision Australia by the end of the current volume period will result in that amount being debited on your New Vision Australia account. Any commissions earned on your New Vision Australia account will be reduced by the amount of the outstanding debt.

Any remainder will be sent in a bonus cheque if greater than \$1.00. If less than \$1.00, the credit will be applied to your New Vision Australia account. If current commissions are less than the amount of

New Vision Australia Policies and Procedures

the outstanding debt, such debt will rollover to the next volume period and will continue until the debt is paid in full. Any overpayment of an order will be credited to your New Vision Australia account and indicated on the invoice associated with that order. Any and all credits must be applied to future orders or reclaimed within ninety (90) days from the date of the overpayment. Failure to do so will result in the Team Member's interests in or rights to the amount of the overpayment being forfeited and New Vision Australia will be entitled to the forfeited funds.

It is the responsibility of the Team Member to call Member Care to confirm payment acceptance and order processing.

Full payment of orders must be received at Head Office by the close of the last business day of the month in order to be considered part of that month's volume (refer to "Ordering Methods" page 5). New Vision Australia will not accept payment on a Member's order from a non-Member.

PRODUCT GUARANTEES

Overview

New Vision Australia stands behind its products by offering a product guarantee on its entire product range. Retail and CDP customers are offered a 100% full money back guarantee while Team Members are offered a 100% satisfaction guarantee. Full details are explained below.

Please note: Re-purchase of New Vision Australia products will establish your satisfaction with previous purchases of that product.

Retail customers & CDP participants are offered a 100% full money back guarantee on all product purchases from New Vision Australia up to the value of \$100 Retail Price (conditions apply).

Retail customers who wish to return products purchased from a New Vision Australia Team Member will receive their refund from the Team Member they purchased product/s from. CDP participants who wish to return products purchased from New Vision Australia will receive their refund directly from New Vision Australia. These refunds are provided under the conditions listed in the policies and procedures for New Vision Australia.

Team Members are offered a 100% satisfaction guarantee on all product purchases for personal consumption from New Vision Australia (conditions apply).

Team Members who wish to return products purchased for personal consumption from New Vision Australia will receive either replacement products or a credit on their New Vision Australia account. Team Members who have purchased New Vision Australia products for a retail customer may obtain a full refund for products returned by the Retail Customer equal to the Team Member purchase price of the New Vision Australia products less shipping and handling fees that apply. (conditions apply)

Team Members who resign can obtain a refund on products purchased from New Vision Australia through the company's Buy Back Policy (conditions apply).

Money Back Guarantee for Retail Customers & Consumer Direct Participants (CDP)

New Vision offers in addition to any federal and state laws to its **Retail** customers, a 100%, full money-back guarantee. If, for any reason, a retail consumer is not entirely satisfied with the product, they may return the product or any unused portions to the Team Member they purchased the products from, within 30 days of the date of purchase. **It is the responsibility of the Team Member to immediately provide the retail customer with a full refund.** Team Members have thirty (30) days after they refund money to a retail customer to submit their claim to New Vision Australia for the replacement / credit / or refund of the goods.

If, for any reason, a CDP consumer is not entirely satisfied with the product, they may return the product or any unused portions to New Vision Australia within 30 Days after the date of purchase.

New Vision Australia Policies and Procedures

New Vision Australia will either replace returned product, refund the purchase price or credit the Team Member's or CDP's New Vision Australia account when a duly completed Customer Refund Warranty Form has been received at Head Office, accompanied by the unused / used portions or package(s) bearing the lot number and original New Vision Australia invoice. Claims for Retail Customer refunds must also include a copy of the Retail Receipt provided to the customer by the Team Member.

All products returned under this guarantee must be sent pre-paid by the Team Member. In addition, the Team Member must obtain a Return Merchandise Authorisation Number (RMA) from New Vision Australia prior to returning the merchandise. For assistance, please call Member Care at (07)-5522-1144.

Return Policy

A Team Member who encounters a situation that might merit a return should contact New Vision Australia Member Care at (07)-5522-1144. A Member Care agent will assist you with the proper procedure for returning product. **To ensure accurate processing of returned orders, in NO case should a Member return a shipment before speaking with New Vision Australia 's Member Care Department.**

To eliminate errors in processing, any product returned not accompanied by a Return Merchandise Authorisation (RMA) Number will result in the Team Member's account being temporarily placed in a "hold" status pending resolution of the issue.

Any merchandise being returned to our Distribution Centre must be sent pre-paid. Team Members are encouraged to use a traceable means of transport, as New Vision Australia is not responsible for items lost in transport.

When a Team Member pays for product with a bank cheque or personal cheque and then returns the product, there will be a waiting period of 30 days before a refund cheque will be issued unless the Team Member provides a copy of the paid bank cheque or personal cheque from his or her financial institution. The 30-day waiting period will begin the day the order is shipped. After the waiting period has expired and New Vision Australia has received the returned product, a credit will be issued on the Team Member's account for 100% of the order, less shipping and handling, provided the cheque or bank cheque has cleared and the returned product is resalable.

Any advancements in the New Vision Australia Compensation Plan, bonuses or awards achieved as a result of these purchases by the Team Member will be reversed and the amount(s) deducted from the Team Member's refund. The Company may also charge back to a returning Team Member's upline any commissions, rebates, bonuses or awards received or paid on product returned from a Team Member.

Damaged Goods

New Vision Australia is dedicated to shipping quality products. However, some goods may become damaged during the course of shipment. It is the responsibility of the Member to verify the condition of each item upon receipt of the order and refuse to accept any damaged goods. If a damaged shipment is left at the door or if a Member discovers after the fact that any part of their shipment has arrived in less than satisfactory condition, the Member must immediately contact New Vision Member Care at (07)-5522- 1144.

To ensure accurate processing of damaged orders, in no case should a Member return a shipment before speaking with New Vision Australia's Member Care Department. To eliminate errors in processing, any product returned that is not accompanied by a Return Merchandise Authorisation Number will result in the Team Members account being temporarily placed on "hold", pending resolution of the issue. Your co-operation is appreciated.

New Vision Australia Policies and Procedures

Incomplete Orders

Incomplete orders or shipping discrepancies should be reported to New Vision Australia Member Care immediately.

Back-Orders

Items that are on back-order will be shipped as soon as stock becomes available. Credit for the volume of commissionable products on back-order will be applied to the month in which the products were ordered and paid for.

Tracing Shipments

If a Member has not received their order within 7 business days, this fact must be immediately reported to New Vision Australia Member Care at (07)-5522-1144. New Vision Australia will attempt to trace the shipment. In order to trace the shipment, Member Care will require the sales order number, as well as the item(s) missing from the order.

Please note that every package is considered a separate shipment by the transport company, and consequently, all of the packages in a particular order may not arrive on the same day.

Members have a maximum of 30 days from the date of an order to report that items have not been received. After this period, the order will be considered as delivered in full.

Replacement Orders

In the rare case that a Team Member does not receive their order, a replacement order will be issued. Team Members must report the missing shipment to Member Care at (07)-5522-1144.

INVENTORY LOADING

Inventory loading is prohibited. New Vision Australia is a company built on the quality of its products and their use by consumers. Members are strictly prohibited from purchasing products or encouraging other Members to purchase products solely for the purpose of qualifying for commissions or bonuses.

In order to ensure that no inventory loading occurs, each Member wishing to receive commissions under New Vision Australia's compensation plan must certify that seventy percent (70%) of products previously acquired have been sold to or consumed by end users, and keep accurate records of monthly sales to specific consumers. These records will be subject to inspection by the Company upon reasonable notice. Each order placed by a Member constitutes the Member's certification to New Vision Australia of the foregoing. Each Member acknowledges that New Vision Australia is relying on such certifications in paying such Member commissions.

The Company will liberally apply its buy-back policy upon resignation or termination by the Team Member of his or her Team Membership, but New Vision Australia will not re-purchase products or issue refunds on products certified as having been consumed or sold. Falsely representing the amount of product sold or consumed in order to advance in the compensation plan shall be grounds for termination.

To discourage any Member from encouraging other Members to circumvent the inventory loading prohibition, the Company may charge back to a Member's upline any commissions, rebates or bonuses paid on product returned by that Member.

COMPENSATION PLAN POLICIES

New Vision Australia Compensation Plan

The innovative New Vision Compensation Plan is designed to reward Team Members who retail and consume commissionable products, use New Vision Australia products in their independent businesses,

New Vision Australia Policies and Procedures

sponsor and train Team Members, and who teach their downline to do the same. Team Members are not compensated for the act of sponsoring; rather it is through the sale, personal consumption or use of commissionable products in their businesses that Team Members are rewarded for their efforts. To be eligible for monthly override commissions and bonuses, the Team Member must have complied with all the policies, procedures and guidelines outlined herein.

Cheque Processing Bonus cheques will be mailed on the 16th of the following month's business. If the 16th falls on a weekend or holiday, the next business day will apply. Sales aids including, but not exclusive of brochures, audio-video tapes, etc., are non-commissionable items and do not contribute towards any compensation plan qualification. As a convenience to its Team Members, New Vision Australia offers the option of direct deposit, which allows your bonus cheque to be automatically deposited into a bank account of your choosing. New Vision Australia will assess a \$3.50 charge for direct deposit of the bonus cheque into your specified account.

In lieu of receiving a royalty cheque, Team Members who earn a monthly royalty of less than \$1.00 will be issued a credit for that amount on their New Vision Australia account, which may be used towards the purchase of products and/or sales aids. Any request for replacement of royalty cheques due to Member negligence (i.e., lost, misplaced or not deposited within 90 days) will require a \$10.00 replacement fee, which must be received by New Vision Australia before a new cheque is issued. Due to reporting and accounting procedures, this fee cannot be deducted from the replacement cheque being sent. Requests from Members for cheques never received will require a ten (10) business day processing time from the date of the original mailing.

Upon signing the Team Member Application and Agreement, Team Members agree that if they do not present any bonus cheque(s) for payment within ninety (90) days from the date of issuance, the bonus cheque(s) will be null and void, the Team Member's interests in or right to the bonus cheque(s) will be forfeited, and New Vision Australia will be entitled to the forfeited commissions.

Taxes on Bonuses and Other Compensation

Team Members are responsible for any tax on Royalty Override Bonuses, Diamond Bonuses, MyPay Bonuses, and any other compensation paid by New Vision. New Vision Australia does not collect or remit PAYG tax, or any similar tax, on compensation paid under its compensation plan on behalf of Team Members.

Local Laws, Regulations and Requirements

Each Team Member should be familiar and comply with all specific laws, regulations and requirements applicable to their business in their relevant jurisdiction.

GLOSSARY OF TERMS

Sponsor - The direct upline of any Team Member.

Enroller - An existing Member who introduces and enrolls a new Team Member into their New Vision Australia downline Organisation. The Enroller can be the same Member as the Sponsor, but it is not required.

Qualifying Volume (QV) - The value assigned to a product which contributes towards a Team Member's monthly qualification. Team Members are eligible to earn bonuses and commissions based on their monthly qualification or level of achievement. To earn a commission cheque, a Team Member must personally have a minimum of 100 OV in a volume period.

Commissionable Volume (CV) - The value assigned to a product on which New Vision Australia pays commissions, (i.e., Royalty Override, Diamond Bonus, etc.), to qualified upline Members.

Group Volume (GV) - A Team Member's personal qualifying volume, plus the accumulated qualifying volume of their rank qualified compressed pay levels, in a single volume period.

New Vision Australia Policies and Procedures

Personal Group Volume (FIGV) - A Team Member's qualifying volume, plus the accumulated qualifying volume of all Team Members down to, but not including, the first qualified Diamond Team Leader or above in each leg.

Diamond Group Volume (DGV) - For a qualified Diamond Team Leader or above, DGV is equivalent to the total group qualifying volume of their downline Diamonds and above, down to the next qualified Diamond or above up to six qualified Diamond levels deep, in a single volume period.

SOURCES OF INCOME

Retail Profit

The establishment of a strong and loyal retail customer base is the foundation upon which every successful New Vision Australia business is built. Team Members are entitled to purchase commissionable products from New Vision Australia at wholesale prices and retail these products to consumers.

Royalty Override

Bonus Royalty Override Qualified Team Leaders are eligible to receive Royalty Override Bonuses. Royalty Override Bonuses are calculated at 8% of the commissionable volume (CV) of product purchases on up to five "active" levels of downline Team Leaders, and 3% to 5% of the CV of the sixth "active" level of downline Team Leaders, based on monthly qualification. "Active" is defined by a Team Leader personally having at least 100 per month in qualifying volume (QV).

Compression Maximizer

The compression provision can maximize your bonuses. If any Team Member in the current month's payline of your personal network is inactive (does not have a minimum qualifying volume of at least 100) during a given month, the payout calculation will search down through as many levels as necessary to find the next active (100+ QV) Team Member, and "compress" him or her up into the pay level of the inactive Team Member for that month's bonus calculations. Compression only affects volume. A leg does not expand due to non-qualified front-line Members.

Diamond Bonus

The Diamond Bonus is designed to reward you for training and supervising Diamonds and above who produce sales activity in your downline organization. Once a Team Member qualifies as a Diamond Team Leader, they may qualify monthly to earn 2% on their personal group CV and 2% on their downline qualified Diamond and above Team Leaders. This bonus is paid on the entire group commissionable volume up to six (6) qualified Diamond Team Leaders in depth each month you and they remain a qualified Diamond Team Leader.

Dynamic Compression

The dynamic compression provision maximizes the Diamond Bonus payout. Dynamic compression is the method by which all Diamond Bonuses will be paid out to qualified Platinum Diamond Team Leaders and above, where qualified Diamond levels exist.

MyPay Bonus

This bonus is designed to reward Team Members who participate in the Auto-Ship program. Each time a Royalty Override qualified Team Member, who is a minimum monthly 100 QV Auto-Ship subscriber, enrolls a new Team Member or Consumer they may be eligible to receive a 16% MyPay Bonus on the new Team Member's or Consumer's monthly cumulative orders (up to 300QV). Qualified Team Members will also be able to receive a 16% Mypay Bonus on the commissionable volume of the cumulative monthly Auto-Ship orders of personally enrolled Team Members up through six (6) active levels. (The regular 8% Unilevel Bonus plus an additional 8%.) Qualifiers are Royalty

New Vision Australia Policies and Procedures

Override qualified Team Members with a minimum 100 QV Auto-Ship. 8% of this 16% bonus is funded through a pro-rated reduction in upline Unilevel and Diamond bonus royalty payments.

Levels of Achievement

Referring Team Member: A Team Member achieves this level with a personal minimum monthly total of 100 QV.

Senior Team Member: A Team Member achieves this level with a personal minimum monthly total of 100 QV and a minimum total Group Volume of 300 QV in their first six (6) qualified, active levels, which includes their 100 personal QV.

Silver Team Leader: A Team Member achieves this level with a personal minimum monthly total of 100 QV and a minimum total Group Volume of 600 QV in their first six (6) qualified, active levels, which includes their 100 personal QV.

Gold Team Leader: A Team Member achieves this level with a personal minimum monthly total of 100 QV and a minimum total Group Volume of 2,100 QV in their first six (6) qualified, active levels, which includes their 100 personal QV.

Diamond Team Leader: A qualified Gold Team Leader achieves this level with a personal minimum monthly total of 200 QV and a minimum total Group Volume of 6,300 QV in their first six (6) qualified, active levels, which includes their 200 personal QV.

Platinum Diamond Team Leader: A qualified Diamond Team Leader achieves this level with their personal minimum 200 QV and a minimum total Group Volume of 15,000 QV in their first six (6) qualified, active levels, which includes their 200 personal QV.

Double Platinum Diamond Team Leader: A qualified Diamond Team Leader achieves this level with their personal minimum 200 QV and a minimum total Group Volume of 30,000 QV in their first six (6) qualified, active levels, which includes their 200 personal QV.

Triple Platinum Diamond Team Leader: A qualified Diamond Team Leader achieves this level with their personal minimum 200 QV and a minimum total Group Volume of 50,000 QV in their first six (6) qualified, active levels, which includes their 200 personal QV.

Executive Diamond Team Leader: A qualified Diamond Team Leader achieves this level with a personal minimum monthly total of 300 QV and a minimum total Group Volume of 75,000 QV in their first six (6) qualified, active levels, which includes their 300 personal QV.

Presidential Team Leader: A qualified Executive Diamond Team Leader achieves this level with their personal minimum 300 QV and a minimum total Diamond Group Volume of 250,000 QV through six (6) qualified Diamond levels of business, which includes their 300 personal QV.

Ambassador Team Leader: A qualified Executive Diamond Team Leader achieves this level with their personal minimum 300 QV and a minimum total Diamond Group Volume of 500,000 QV through six (6) qualified Diamond levels of business, which includes their 300 personal QV.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Downline reports and genealogical information, including, but not limited to, downline sales Organisation information and commission recap statements, are proprietary and confidential to New Vision Australia, and at New Vision Australia's discretion, may be forwarded at a nominal cost to Team Members in strict and complete confidence only to help them manage their New Vision Australia downline sales Organisation and for no other purpose. Every Team Member who is provided with such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his or her downline sales Organisation.

New Vision Australia Policies and Procedures

As a result of your membership in New Vision Australia, you will have access to Confidential Information which is acknowledged to be proprietary, highly sensitive and valuable to New Vision Australia's business and is being made available to you solely and exclusively for purposes of furthering the sale of New Vision Australia products and recruitment, training and sponsorship of third parties who may desire to become New Vision Australia Team Members and to further build and promote your New Vision Australia business.

Definitions

"TRADE SECRET" or "Confidential Information" shall mean information, including a formula, pattern, compilation, program, device, method, technique or process, that:

(a) derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and

(b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Confidential Information

(a) Whenever New Vision Australia makes available to the Team Member the Confidential Information, it shall be for the sole purpose of conducting New Vision Australia business.

(b) You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than New Vision Australia Team Members, without the prior written consent of New Vision Australia.

(c) You shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for New Vision Australia.

(d) You shall maintain the confidentiality and security of the Confidential Information in its possession and to protect against disclosure, misuse, misappropriation or any other action consistent with New Vision Australia's rights.

Further Restrictive Covenants In consideration to New Vision Australia for the receipt of Confidential Information, you further agree that for the term of your Team Membership, you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of New Vision Australia's contractual relationships with any New Vision Australia Team Member. Without limiting the generality of the foregoing, for the term of your Team Membership, you agree not to directly or indirectly, contact, solicit, persuade, enrol, sponsor or accept any New Vision Australia Team Member (or New Vision Consumer) into, or to encourage any New Vision Australia Team Member in any way to promote opportunities in marketing programs of any direct sales company other than New Vision Australia.

Term

The agreements contained in the "Confidentiality Information" section of these procedures shall remain forever and in perpetuity. The agreements contained in the "Further Restrictive Covenants" section of these procedures shall remain in full force and effect during the term of the previously executed Team Membership Agreement between New Vision Australia and you, and thereafter until the latter of one (1) year from your latest receipt of any Confidential Information or nine (9) months after the expiration and termination of such Team Membership Agreement.

Return of Information Upon termination of the Team Membership Agreement between New Vision Australia and you, you shall return all copies of the Confidential Information in the Team Member's possession or control. Upon request by New Vision Australia, you shall certify to New Vision Australia, by sworn affidavit, that you have returned all copies of the Confidential Information in its possession or control and that no other copies of the Confidential Information exist in your possession or control.

New Vision Australia Policies and Procedures

Breach and Remedies You acknowledge that New Vision Australia would suffer irreparable harm as a result of any unauthorised disclosure or use of the Confidential Information and that monetary damages are insufficient to compensate New Vision Australia for such harm. Therefore, if you are in breach of these policies and procedures, New Vision Australia is entitled to an injunction or temporary restraining order, without notice to you, restraining any unauthorised disclosure or use of the Confidential Information in addition to any other available remedy, including damages. In any such action, if New Vision Australia prevails, you agree you are to reimburse New Vision Australia for its costs and reasonable attorneys' fees incurred in connection with taking the legal action.

ADVERTISING & PROMOTIONAL GUIDELINES

Trademarks, Trade Names, Copyright Materials and Advertising The name of New Vision Australia and other names as may be adopted by New Vision Australia are proprietary trade names and trademarks of the Company. As such, these marks are of great value to New Vision and are supplied to each Team Member for each Team Member's use in an expressly authorised manner only. Team Members agree not to advertise New Vision Australia products in any way other than the advertising or promotional materials made available to Team Members by New Vision Australia and materials pre-approved by New Vision Australia's Compliance Department.

Team Members agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or New Vision Australia marketing program, or in any other manner, any material which has not been copyrighted and supplied by New Vision Australia, unless such material has been submitted to New Vision Australia and approved in writing by New Vision Australia before being disseminated, published or displayed.

New Vision Australia Team Members agree to make no false or fraudulent representations about New Vision Australia, the products, the New Vision Australia compensation plan or income potentials. All Team Members further agree not to advertise on the Internet except through New Vision Australia's Internet host provider and acknowledge that all websites and listing pages must be approved in writing by New Vision prior to posting. Further, all Team Members agree to be bound by all policies set forth by New Vision Australia's Internet Department.

Internet Advertising

All Team Members agree and acknowledge that all Internet advertising, websites and listing pages must be approved in writing by New Vision Australia and must comply with all New Vision Australia policies and procedures.

Medical Claims and Product Testimonials No claims as to the therapeutic, safety or curative properties of the products, or regarding the products, may be made except those officially approved by New Vision Australia or as contained in the official New Vision Australia literature. No Team Member may make any claims that New Vision Australia products are useful in the prevention, diagnosis or cure of any disease. Unauthorised medical claims regarding New Vision Australia products are strictly prohibited. Team Members should recommend to any customer who is currently under a physician's care, or any medical treatment, to seek the advice of their healthcare provider before altering their nutritional regimen.

Income Representations

Unless the Company's prior written approval is obtained, projections of income earnings are strictly prohibited. The financial success of a Team Member depends entirely upon that Member's individual effort, dedication, and the training and supervision the Member provides to his or her downline and New Vision Australia business.

Representations of Status

Any and all references the Team Member makes to him or herself must clearly set forth the Team Member's independent status. For example, if the Team Member has a business telephone, the

New Vision Australia Policies and Procedures

telephone may not be listed under New Vision Australia's name or in any other manner that does not disclose the independent contractor status of the Team Member.

Prohibition Against Promoting Other Products or Companies to New Vision Australia Team Members/Consumers Team Members shall not directly or indirectly solicit any Team Member to join, sell, or purchase products or services (other than New Vision Australia products or services) from another direct sales company or network marketing company.

New Vision Australia shall determine, in its sole and absolute discretion, whether any activity violates the provisions set forth in the above paragraph.

Promotional Materials

A Member may develop his or her own marketing techniques, so long as they are not in violation of any Company, state or federal rules, regulations or statutes. Unless the Company's prior written approval is received, the use, production or sale of any sales aid or materials other than those provided by or approved in writing by the Company to other New Vision Australia Members for use in promoting New Vision Australia products is prohibited.

Telephone/Fax/Computer Solicitation

The use of New Vision Australia's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit distributors or retail customers. Team Members agree to comply with all rules set by federal and state laws.

Commercial Outlets

New Vision Australia products may not be displayed and/or sold to the general public in any office or business/commercial outlet. The only exceptions to this rule are listed below and in the "Trade Shows and Expositions" section. Owners of commercial establishments may be sponsored into the business, but must conduct their New Vision Australia business outside their store or in a private office/room that is not accessible to, or in view of the general public. This policy assures all New Vision Team Australia Members an equal opportunity to be successful in their New Vision Australia business.

New Vision Team Australia Members may display and/or sell New Vision Australia products in:

- 1) Offices and other areas located in private clubs that are not accessible to, or in view of, the general public; or
- 2) The private offices of professionals that operate by appointment only (i.e., doctors, dentists, chiropractors, etc.).

Trade Shows and Expositions

Team Members are encouraged to display and/or sell New Vision Australia products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Team Member to contact the event sponsor to determine whether another Team Member has reserved a booth at such event. Accordingly, Team Members must be aware that more than one Team Member may attend an event. Although New Vision Australia does not require pre-approval for its Team Members to attend an event, all literature and marketing materials displayed at the event must be approved by New Vision Australia, in advance, in writing, and must clearly identify the individuals as New Vision Australia independent distributors).

Team Members may not display and/or sell New Vision Australia products at swap meets, garage sales or flea markets as these events are not conducive to the image New Vision Australia wishes to portray.

Audio and Video Recordings

New Vision Australia Policies and Procedures

All New Vision Australia materials, whether printed, on film, or by sound recording, are copyrighted and may not be reproduced, in whole or in part, by Team Members or any other person, except as authorised by New Vision Australia. Permission to reproduce any materials will be considered only in exceptional circumstances.

Team Members are prohibited from making audio or video recordings of speeches, discussions or presentations made by any New Vision Australia company officer, authorised agent, representative or employee, unless specifically authorised in writing by a New Vision Australia company officer.

A New Vision Australia Team Member may not produce, sell or distribute literature, films or sound recordings that are deceptively similar in nature to those produced, published and provided by New Vision Australia for its Team Members. Nor may a Team Member purchase, sell or distribute non-company materials, that imply or suggest that said materials originate from New Vision Australia.

Business Cards and Stationery

Team Members may order business cards, letterhead, envelopes, etc., bearing the New Vision Australia name and logo. These orders must be submitted in writing using the Stationery Order Form found in each Team Member Kit.

Display Ads

Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to New Vision Australia's Compliance Department and approved by New Vision Australia, in writing, prior to publication.

Media Inquiries

Any inquiries by the media must be referred immediately to New Vision Australia. The purpose of this policy is to assure accuracy and a consistent public image. Team Members may not act as spokespersons for New Vision Australia without prior written approval from Head Office.

Telephone Directory Listings White Pages

Team Members may list themselves in the white pages under "New Vision Australia " provided that the words "Independent Distributor" immediately precede their name and/or telephone number.

[New Vision Australia Independent Distributor Doe,John 987 Right Street 8555-4321](#)

OR

[Doe, John-New Vision Australia Independent Distributor 987 Right Street 8555-4321](#)

Yellow Pages

A Team Member is also permitted to place a pre-approved New Vision Australia advertisement in the yellow pages at the Member's expense. New Vision Australia suggests that these advertisements be placed in the Health and/or Nutrition products sections of the directory.

Labelling and Packaging

Team Members may not re-label, modify or re-package any New Vision Australia products, sales aids or Company provided materials under any circumstances.

ADDITIONAL POLICIES

Amendments

New Vision Australia Policies and Procedures

In order to maintain a viable marketing program and to comply with changes in federal, state or local laws or economic conditions, the Team Member acknowledges that New Vision Australia may modify or amend Company policies or its compensation plan at any time. Such modification or change shall, upon notification to Team Members, be binding on the Team Member. All Team Members have a duty to keep current with policy and marketing changes. (Receipt of notice of such changes shall be conclusively presumed when New Vision Australia has posted such changes on its website a www.newvisionaus.com).

Non-Waiver Provision

Failure of New Vision Australia to exercise any rights in its Team Member Kit, Team Member Agreement or compensation plan shall not constitute a waiver of New Vision's right to demand compliance therewith. Waiver of any requirement may only occur by express written waiver executed by an authorised officer of New Vision. Any such waiver shall not constitute or operate as a waiver of any prior or subsequent breach of that term or any other terms or conditions.

Ethics, Compliance with Applicable Laws

New Vision Australia is a family oriented business that expects its Team Members to conduct themselves with the highest ethics and integrity. Each Team Member confirms that he or she has never been convicted of a felony, charged with any crime involving moral turpitude or violated any court order. If a question arises regarding the propriety of a Team Member's current or past conduct which might reflect negatively on New Vision Australia, or present a potential danger to other Team Members or customers, New Vision Australia shall be notified immediately. Each Team Member shall abide by all federal, state and local laws and will conduct his or her New Vision Australia business with the utmost integrity and honesty. The making of false or misleading statements regarding the Company, its products, compensation plan or other opportunities shall be grounds for immediate termination.

New Vision Australia Indemnity Agreement

In the conduct of Team Member business, each Team Member shall refrain from all conduct that might be harmful to the reputation of New Vision Australia or its products, including but not limited to, conduct inconsistent with the public interest, that is discourteous, deceptive, misleading, unethical or immoral. Each Team Member shall:

- (1) Hold harmless and indemnify New Vision Australia for any claims, damages or liabilities arising out of Team Member's business practices, including such Team Member's breach of any terms of this Agreement; and
- (2) Specifically authorise New Vision Australia to offset any such claims, costs, expenses, damages or liabilities against any and all commissions payable to such Team Member.

Members found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their Team Membership.

Non-Profit Organisations

Non-profit organisations must meet the same requirements as all other New Vision Australia Team Members, and must agree to abide by all New Vision Australia's policies and procedures. In addition, the non-profit Organisation must complete an Operating Under A Business Form Application and one person must be designated the representative to transact business with New Vision Australia on behalf of the Organisation. That designated representative is prohibited from having a simultaneous interest in any other Team Membership, in compliance with New Vision Australia's existing policies. If the designated representative changes either through resignation or replacement, the representative must serve until such time as a new representative is identified to, and approved by, New Vision Australia. The departing representative may, as specified in New Vision Australia policies, apply for a Team Membership of their own six (6) months from the date of their resignation or replacement. The date of resignation shall be the date the successor is approved by the company. The non-profit Organisation

New Vision Australia Policies and Procedures

must submit a certified copy of its Articles of Incorporation evidencing that it is a non-profit Organisation, and any other documents requested by New Vision Australia. Furthermore, the Organisation agrees that it shall have sole responsibility for ensuring compliance with existing federal and state laws governing non-profit organisations, all required regulatory filings, payment of any required taxes and the maintenance of its tax status.

Cost Effective Dispute

Resolution/Waiver of Jury Trial

If a dispute arises relating to any relationship between or among New Vision Australia, its officers, employees, distributors or vendors or arising out of any products or services sold by New Vision Australia, it is expected that the parties will attempt, in good faith, to resolve any such dispute in an amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, either Party may serve a Notice of Mediation/Arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications, and it shall specify the claims or issues that are to be addressed in the mediation/arbitration. If differences cannot be resolved by mediation, the Parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to arbitration in accordance with the laws of Australia.