



# OG South Africa Proprietary LTD

1st Floor, Block B & Block C Metropolitan Park, 8 Hillside Road, Parktown, Johannesburg 2196, South Africa  
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## INDEPENDENT DISTRIBUTOR APPLICATION

### Application Information (Personal Information)

### (\*) Mandatory Fields

* First Name	MI	* Last Name	* Income Tax Reference	* Citizen	* I.D. Number	Passport Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/>	<input type="text"/>	<input type="text"/>
* Phone	* Mobile	* Email Address		* Non-Citizen	* Passport Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="radio"/>	<input type="text"/>	
			* Date of Birth (mm/dd/yyyy)			
			<input type="text"/>			

#### Billing Address

\* Number & Street

Address Line 2 (Suite or Apartment no.)

\* City

\* Post Code

\* Province

#### Shipping Address

LEAVE BLANK IF THE SAME AS BILLING ADDRESS

\* Number & Street

Address Line 2 (Suite or Apartment no.)

\* City

\* Post Code

\* Province

### Co-Applicant Information

* ID Number/Passport Number	* First Name	MI	* Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Enrolling Sponsor

### Placement (select one)

* Sponsor's OG ID#	* Sponsor's First Name	MI	* Sponsor's Last Name	Left	Right
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

### BECOME AN ORGANO GOLD DISTRIBUTOR

☒ **Starter Kit\*** **ZAR 937.00**  
(Includes membership, product samples, 1 year back office and replicating website). **\*Required to become a OG Distributor.**

### AutoShip Available with Credit Card only

### (Optional)

<input type="checkbox"/> 3 Pack (ZAR 987.00) (55CV / 69PV)	<input type="checkbox"/> 12 Pack (ZAR 4,007.00) (230CV / 285PV)	Processed on the	<input type="checkbox"/> 5th
<input type="checkbox"/> 6 Pack (ZAR 1,973.00) (110CV / 138PV)	<input type="checkbox"/> NO THANKS		<input type="checkbox"/> 15th of the following month

### Initial Order / PROMOTIONAL SALES PACKS (PSP) OPTIONS

<input type="checkbox"/> Bronze Pack (75CV / 165PV) (Assorted products and tools to kickstart your OG business)	<b>ZAR 2,392.00</b>
<input type="checkbox"/> Silver Pack (220CV / 470PV) (Assorted products and tools to kickstart your OG business)	<b>ZAR 6,952.00</b>
<input type="checkbox"/> Gold Pack (600CV / 1300PV) (Assorted products and tools to kickstart your OG business) *20% Matching Bonus as a Qualified Consultant	<b>ZAR 19,286.00</b>

<input type="checkbox"/> 3 Pack (ZAR 987.00) (55CV / 69PV)	<input type="checkbox"/> 12 Pack (ZAR 4,007.00) (230CV / 285PV)
<input type="checkbox"/> 6 Pack (ZAR 1,973.00) (110CV / 138PV)	<input type="checkbox"/> NO THANKS

**Note: CV refers to Global CV.**

### CREDIT CARD DETAILS

☐ VISA

☐ MASTER CARD

**Note: Prices include Taxes. Shipping and Handling applicable. (Prices are in SOUTH AFRICAN RAND)**

CREDIT CARD NUMBER

EXP MO EXP YY CCV

CARD HOLDER NAME

CARD HOLDER SIGNATURE

### Your OG Login and Replicating Website Information (Please Choose)

* Website address:	.organogold.com	* OG Login: (Username)	
The Website name must be only in English and numeric characters.		Username should be between 4 and 30 characters long and only contain letters and numbers.	
ONCE YOUR APPLICATION IS SUCCESSFUL YOU WILL RECEIVE A TEMPORARY PASSWORD. PLEASE MAKE SURE YOU RESET THE TEMPORARY PASSWORD WITH A NEW ONE FOLLOWING THE INSTRUCTIONS.			

#### FOR DISPLAY ON YOUR REPLICATING WEBSITE

☐ Use Personal Information

* First Name	MI	* Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone	Mobile	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>

### Distributor Agreement (Please Read and Sign)

This is a two-sided application. I/We have carefully read and agree to abide by the terms and conditions on both sides of this Application and the Organo Gold Policies and Procedures and Compensation Plan. I expressly agree to the collection, processing, disclosure, retention and/or use of personal information by the Company as more fully described in these terms and conditions. I/We understand that I/We have the right to terminate my/our Organo Gold independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature	Date
<input type="text"/>	<input type="text"/>
Co-Applicant's Signature	Date
<input type="text"/>	<input type="text"/>

☐ Please tick the box if you would like to receive emails about Organo products and special offers.

Director

Kien Mun Ho

PLEASE EMAIL, MAIL OR FAX THIS APPLICATION AND AGREEMENT TO ORGANO GOLD SOUTH AFRICA PROPRIETARY LTD WITHIN 48 HOURS OF COMPLETING IT. IF EMAILED OR FAXED IN, YOU MUST SEND BOTH THE FRONT AND BACK OF THE AGREEMENT. PLEASE FIND THE ADDRESSES ON THE TOP OF THIS FORM.

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# Independent Organo Gold Distributor Application and Agreement Terms and Conditions

**As used throughout these terms and conditions, "Agreement" collectively refers to the Organo Gold Independent Distributor Application and Agreement, which hereby incorporates by reference the Policies and Procedures, Compensation Plan, and any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by Organo Gold at its sole discretion, constitute the entire contract between Organo Gold and the be binding on the parties unless in writing and signed by an authorized officer of Organo Gold.**

1. I certify that I am at least 18 years old (or of contractual age) and that all information I have provided on this Application is accurate. Under its right of contract, Organo Gold maintains the right to decline my application if I provide false or inaccurate information.

2. I understand that I am not required to make any product purchases in exchange for the right to distribute Organo Gold products pursuant to this Agreement, with the exception of a required Starter Kit, which is non-commissionable, and provided at or below cost.

3. I understand that Organo Gold does not accept initial applications from business entities.

4. I understand that as an Organo Gold Distributor: a) I am granted the non-exclusive right to offer for sale Organo Gold products and services in accordance with the Agreement, b) I have the right to enroll persons in Organo Gold, c) If qualified, I have the right to earn commissions pursuant to the Organo Gold Compensation Plan.

5. I agree to abide by the Organo Gold Code of Conduct as detailed in the Organo Gold Policies and Procedures.

6. I agree to present the Organo Gold Compensation Plan and Organo Gold products and services as set forth in literature that is officially produced by Organo Gold.

7. I agree that as an Organo Gold Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Organo Gold. I understand and agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ORGANO GOLD FOR ANY PURPOSE. Organo Gold is not responsible for tax withholding, and reserves the right to refuse to withhold or deduct from my bonuses and commissions, if any, taxes of any kind, even if requested or agreed to by me in order to comply with any governmental order of backup withholding. I understand I am responsible to pay all applicable federal and provincial taxes and/or license fees that may become due as a result of my activities as an Independent Distributor.

8. If eligible, I will be compensated for the sale of products and those products sold through my sales organization. Organo Gold never compensates for the mere act of sponsoring. The sale of products to end consumers must be emphasized in all presentations.

9. I understand that Organo Gold's program is built upon retail sales to the ultimate consumer. Organo Gold only pays compensation for the sale of retail products. By placing subsequent product orders, I certify that I sold at least 70% or more of all products that I previously purchased. Product certified as sold under this 70% rule not eligible for repurchase.

10. I have carefully read and agree to comply with the Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Organo Gold. I understand that these Terms and Conditions, the Organo Gold Policies and Procedures, or the Organo Gold Compensation Plan may be amended at the sole discretion of Organo Gold, and by submitting this application I agree to abide by all such amendments. Amendments shall be binding immediately after notification is released through email or through publication on the Organo Gold Canada website. The continuation of my Organo Gold business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

11. pursuant to the Policies & Procedures). If I fail to annually renew my Organo Gold business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Organo Gold products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Organo Gold reserves the right to terminate any Independent Distributor Agreement upon 30 days notice.

12. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Organo Gold. Any attempt to transfer or assign the Agreement without the express written consent of Organo Gold renders the Agreement voidable at the option of Organo Gold and may result in termination of my business.

13. I understand that if I fail to comply with the terms of the Agreement, Organo Gold may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

14. I represent and warrant that my participation as an Organo Gold Distributor does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which I have entered with any other multi-level marketing, direct sales, or other business venture.

15. I understand that my participation as an Organo Gold Distributor does not restrict my participation in another multi-level marketing or direct sales opportunity.

16. I understand and agree that if I elect to participate in another non-competing multi-level marketing or direct sales opportunity, I will maintain separate organizations, independent of one-another, for each such non-competing opportunity.

17. Organo Gold, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Agents"), shall not be liable for, and I release Organo Gold and its Agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Organo Gold and its Agents from all liability arising from or relating to the promotion or operation of my Organo Gold business and any activities related to it (e.g., the presentation of Organo Gold products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Organo Gold for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

18. The Agreement, in its current form and as amended by Organo Gold at its discretion, constitutes the entire contract between Organo Gold and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

19. Any waiver by Organo Gold of any breach of the Agreement must be in writing and signed by an authorized officer of Organo Gold. Waiver by Organo Gold of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

20. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

21. This Agreement will be governed by and construed in accordance with the laws of South Africa. Any claim, dispute or other difference shall be exclusively resolved under provisions of the arbitration legislation for the time being in force in South Africa, as more fully described in the Policies and Procedures."

22. The parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

23. If an Independent Distributor wishes to bring an action against Organo Gold for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Organo Gold for such act or omission. Distributor waives all claims that any other statute of limitations applies.

24. 1- I expressly agree to the collection, collation, processing, disclosure, retention and/or use of personal information (as defined in Protection of Personal Information Act 2013 ("Act")) ("Data") by the Company for purposes of appointing me as a distributor of the Company and maintaining my distributorship which includes, without limitation, information contained in the Application, all calls between myself and employees of the Company which are recorded and to which recording I herewith expressly consent. 2- The nominated address of the Company is set out at the beginning of the Application. 3- The Data is required in order to enable the Company to activate and effectively manage my distributorship and as such is mandatory. 4- I acknowledge that my consent so provided is given freely and voluntarily and I am under no obligation to provide this consent should I choose not to do so. However, a failure to provide such consent shall result in me not being eligible to be a distributor of the Company. 5- I acknowledge that I am entitled to, at any time, to request information about the Data collected by the Company and may further request that the Data be corrected, deleted or blocked by the Company, in accordance with provisions of the Act. 6- I acknowledge that I may object to the processing and use of the Data for marketing and market research purposes at any time. 7- Where I suspect any interference with the protection of the Data, I further understand that I may submit a complaint to the Information Regulator as contemplated in the Act. 8- I expressly agree that the Company may transfer the Data, whether in electronic form or any other form, to a service provider which may be situated in a jurisdiction that does not have the same level of protection in respect of the processing of personal information, as is provided for in the Act. 9- I understand that I may withdraw my consent by providing the Company with 30 (thirty) days written notice but that such withdrawal, shall result in a cancellation of my distributorship with the Company and, upon cancellation, I shall no longer be a distributor of the Company. 10- I understand that as a supplier of goods to consumers in South Africa, I am required to comply with the provisions of the Consumer Protection Act 68 of 2008 ("CPA") and I am obliged to adhere to my obligations which are more fully set out in the Policies and Procedures in this regard. 11- I hereby indemnify and holds harmless the Company, its affiliates and its respective directors, officers and employees, (collectively, the "Indemnified Parties") from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by the Indemnified Parties as a result of or arising out of any contravention of the CPA (including, without limitation, as a result of or arising out of any harm as defined therein) ("Loss") alleged or proven under the CPA by a consumer himself or herself, or other person contemplated in section 4(1) of the CPA, to the extent such Loss is attributable to the negligent or intentional conduct of myself or any contravention by me of any applicable law. The Indemnified Party shall promptly notify me of any Loss in respect of which the Indemnified Party intends to claim indemnification under this indemnity. I authorize Organo Gold to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

25. I understand that I cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.

26. The Company reserves the right to accept or reject any applicant and is under no obligation to offer any reason for rejection. The Company is under no obligation to notify an applicant of an incomplete or faulty application.

27. A faxed or online copy of this Agreement shall be treated as an original in all respects.

28. I understand that I am entitled to cancel participation in the marketing program at any time and for any reason upon written notice to Organo Gold. Following the notification of cancellation or termination, the Company will buy back a resigning Distributor unused and currently marketable inventory and sales aids purchased from the Company within thirty (30) days prior to the date of cancellation, less any shipping and handling, and other appropriate setoffs and legal claims as set forth in the Distributor Repurchases (Buy Back) provisions of the Organo Gold Policies and Procedures.

**AutoShip Program Enrollment and Payment Authorization.** If you have elected to participate in the optional AutoShip Program, the following terms apply:

1. By enrolling in the AutoShip Program I understand that I will automatically receive the items I selected on a monthly basis.

2. I may cancel my AutoShip order at any time and for any reason by submitting a written request to Organo Gold at least 2 business days before the next scheduled shipment of my AutoShip order. I understand that cancellations received less than 2 business days before the next scheduled shipment will become effective the following month.

3. Following cancellation of my AutoShip order, I may resign up with AutoShip at any time during the month.

4. I authorize Organo Gold to automatically withdraw payment for my AutoShip order using the method of payment identified on this Application and Agreement or as may update in my back office.

5. Organo Gold will only withdraw payment equal to the amount of the products I have selected, plus shipping and processing, and any applicable sales tax.

6. I understand that my products will ship when payment clears. Organo Gold will not be responsible for any qualifications, bonuses, or commissions that are missed as a result of declined payments.

7. Cancellation of my participation in the AutoShip program does not automatically cancel my Organo Gold Independent Distributor Agreement.