



# OG BENZ CLUB AGREEMENT



As an Organo Gold Independent Distributor, I/we am/are eligible to participate in the OG Benz Club Program ("Program") and agree to the terms and conditions as set forth by Organo Gold. I/we have read and agree to the Terms & Conditions of the OG Benz Club Program.

By signing below, I/we also agree to the following:

1. My/our purchase or lease of a Mercedes Benz vehicle, in accordance with the terms and conditions of the OG Benz Club Program, is a condition for my/our receipt of payments as described in the OG Benz Club Terms & Conditions. In the event I/we do not actually purchase or lease a Mercedes Benz vehicle in accordance with the OG Benz Club Terms & Conditions, I/we shall not be entitled to receive bonus payments as set out in the OG Benz Club Terms & Conditions. In the event I/we do actually purchase or lease a Mercedes Benz vehicle, and the purchase or lease of the vehicle is terminated for any reason or the potential participant fails to comply with any other requirements as described in the OG Benz Club Terms & Conditions, my/our right to receive such bonus payments will automatically terminate. Organo Gold reserves the right to recover from me/us any over payments or excess payments of the bonus, regardless of the reasons for those over payments or excess payments. Additionally, Organo Gold reserves the right to recover from me/us any amounts paid after my/our right to receive such bonus payments terminates – such as by the sale of the car or termination of the lease agreement.
2. If I/we purchase or lease a Mercedes Benz vehicle, I/we agree that I/we will at all times be personally responsible for the payments of all purchase or lease amounts and any other amounts related to the purchase or lease of the vehicle. I/we further understand that Organo Gold will not participate in any negotiations regarding my/our purchase or lease of a Mercedes Benz vehicle, sign or be a co-signer on any financing, or participate in any capacity whatsoever in the purchase or lease agreement or any other documents relating to the purchase or lease of my/our Mercedes Benz vehicle, or be liable in any way to Mercedes Benz or any affiliates for any financial or other obligations relating to my/our purchase or lease of a Mercedes Benz vehicle. Organo Gold's only obligation with respect to my/our purchase or lease of a Mercedes Benz vehicle is to pay directly to the distributor, in such amounts and for such a period of time as described in the OG Benz Club Terms & Conditions. Additionally, this OG Benz Club Agreement and the OG Benz Club Program do not create any legal obligation on behalf of Organo Gold related to the operation of the vehicle, its financing, or its ownership. Rather, Organo Gold's obligation relates exclusively to payment of money to properly qualified distributors.
3. I/we acknowledge and agree that Organo Gold is not, and shall not be deemed at any time, nor for any reason, a lessor, lessee, owner, or insurer of any vehicle purchased or leased through this Program. I/we waive any and all claims for contribution or indemnity against Organo Gold arising from the use of such a vehicle. I/we hereby release Organo Gold from any liability, from payment of, costs of, purchase, or lease of the vehicle, except to the extent of the net funds to which I/we become eligible for under the Program. Organo Gold is not, and shall not be deemed to act as guarantor of any vehicle loan, lease or operation. No lemon law or similar consumer protection law shall apply to my/our rights or to Organo Gold's obligation under the Program.
4. The purchase or lease of a vehicle is a substantial undertaking. The OG Benz Club Program does not necessarily provide all or most of the costs towards the purchase or lease of a vehicle. The amount of contribution by Organo Gold through the Program depends on a number of different factors. I/we acknowledge that I/we have read and am/are familiar with the Program and understand the risks and obligations of purchasing the vehicle through the OG Benz Club Program.
5. I/we have read and fully understand the terms and consequences of the OG Benz Club Terms & Conditions and this OG Benz Club Agreement and have (if I/we deem it necessary) consulted with legal and tax advisors regarding any questions with respect to the OG Benz Club Terms & Conditions and/or this OG Benz Club Agreement and the economic, legal and tax consequences of the same.

Name: _____	Witness Name: _____
OG ID#: _____	Witness Signature: _____
Signature: _____	Date: _____
Date: _____	



# OG BENZ CLUB TERMS & CONDITIONS



The OG Benz Club is an exclusive program through which qualified Organo Gold distributors can receive extra income for the lease or purchase of a brand new Mercedes Benz. The OG Benz Club program is only potentially available to those OG distributors who reside in the USA and Canada.

## PROGRAM OVERVIEW

### Qualifications

In order to participate in the OG Benz Club program, you must meet the following requirements:

- Be an Active OG Distributor in good standing with Organo Gold.
- Achieve the pay rank of Sapphire, Ruby, Emerald, Diamond, Blue Diamond, Black Diamond or above for two consecutive months.

Note: Black Diamonds and above are entitled to the Elite Car Program which allows them to receive a monthly bonus towards the payment or lease of a Ferrari, Lamborghini, or other elite car as defined in the policy.

### Acquiring Your New Car

Upon selecting a Mercedes Benz dealer of your choice, you will be responsible for negotiating terms and conditions for the purchase or lease of your new vehicle. Your vehicle must be a black Mercedes Benz of any model for you to qualify for the OG Benz Club Program.

A pre-owned vehicle is acceptable, provided it is a black Mercedes Benz which is no more than three years old to qualify for the OG Benz Club, or it is an elite vehicle which is no more than five years old to qualify for the Elite Car Program. The vehicle must be registered under the name of Organo Gold distributorship (either Applicant or co-Applicant).

Purchasing or leasing your new vehicle is completely your choice; either an approved purchase or approved lease qualifies you to receive the OG Benz Club bonus.

### OG Benz Club Bonus Payment

In order to begin to receive your monthly bonus payment, you must complete the following:

1. Go to your Back Office and print a copy of the OG Benz Club Terms & Conditions and the OG Benz Club Agreement.
2. Read and signify approval of the Terms & Conditions by signing the OG Benz Club Agreement.
3. Submit the signed Agreement along with proof of possession of the vehicle, current registration of the vehicle, and the Insurance Certificate for the vehicle. Fax copies of all such documents to 360-283-3703.
4. E-mail a high-resolution photograph (not taken with a mobile phone) of you with your Mercedes Benz to [benzclub@organo.com](mailto:benzclub@organo.com). Include your distributor ID in the subject line.

Upon verification of your qualifications to enter and/or remain in the program, Organo Gold will pay you the appropriate bonus following a monthly commission cycle.

To continue to receive future bonus payments, you will be required to verify that you continue to own or lease your vehicle on a bi-annual basis. Should you sell or terminate the lease on your qualifying Mercedes Benz, you will no longer be eligible to receive bonus payments. Qualifying distributors must inform Organo Gold

of any changes to vehicle owner status, including sale or lease termination. Organo Gold reserves the right to recover any payments made to the distributor after the sale or termination of lease on their Mercedes Benz.

### Volume Requirement

For each month that you achieve the pay rank of Sapphire or above, you are entitled to receive the bonus payment for the corresponding pay rank. Bonuses will be paid as part of a monthly commission cycle.

Qualified members will receive a bonus corresponding to their qualifying pay rank, which is as follows:

- |                          |                  |
|--------------------------|------------------|
| ● Sapphire               | \$400 per month  |
| ● Ruby                   | \$600 per month  |
| ● Emerald                | \$800 per month  |
| ● Diamond                | \$1000 per month |
| ● Black Diamond or above | \$3000 per month |

Bonus payments are solely based on your pay rank for the qualifying month.

Payments will be adjusted according to your pay rank for a particular month. For example, if you are a Ruby in the first month, and you achieve the pay rank of Emerald in the following month, your bonus payment will be adjusted to the bonus corresponding with the Emerald rank in the following month.

Bonus payments are to be used ONLY towards the payment for a black Mercedes Benz, except for Black Diamonds and above, who may apply their bonus towards the payment or lease of a Ferrari, Lamborghini, or other approved elite car of any color.

### Terms of Agreement

Should you choose not to purchase or lease any vehicle contained in the Terms & Conditions you will not be eligible to receive bonus payments.

All required documentation must be received and verified by Organo Gold before you can be eligible to receive bonus payments.

In order to receive bonus payments you must maintain the pay rank of Sapphire or above. In the event your pay rank fails to reach the minimum rank of Sapphire, you will be allowed a one-time only one (1) month grace period. Should you not achieve the minimum pay rank in the following month, your eligibility to receive bonus payments will be terminated and you will be required to complete the four (4) step qualification process to re-qualify for the program in order to receive bonus payments.

Distributors are responsible for all costs associated with acquiring their new vehicle. This includes, but is not limited to, any required down payments, taxes, delivery charges, or any other charges that may be associated with the purchase or lease of a new Mercedes Benz.

### TERM

The OG Benz Club program term begins on January 7, 2012 and is terminable at will at the exclusive discretion of Organo Gold. The Terms & Conditions outlined herein will be in effect for the duration of the program term and will govern the program. Organo Gold reserves the right to deny admission to any new qualifiers to the OG Benz Club program.