

Terms and Conditions

1. I understand that as a Norwex Enviro Products, Inc. (hereinafter "Norwex") Sales Consultant:
 - a. I have the right to sell Norwex products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in Norwex as Norwex Sales Consultants.
 - c. I will train and motivate the Sales Consultants in my downline marketing organization.
 - d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
 - e. I will perform my obligations as a Sales Consultant with honesty and integrity.
 - f. I will only use the sales contracts and order forms that are provided by Norwex for the sales of its goods and services, and I will follow all policies and procedures established by Norwex for the completion and processing of such contracts and orders.
2. I agree to present the Norwex Marketing and Compensation Plan and Norwex products and services as set forth in official Norwex literature.
3. I agree that as a Norwex Sales Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Norwex. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Norwex. I understand that I shall control the manner and means by which I operate my Norwex business, subject to my compliance with these Terms and Conditions, the Norwex Policies and Procedures and the Norwex Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). I 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 NORWEX FOR FEDERAL OR STATE TAX PURPOSES.** Norwex is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Norwex and all appropriate taxing jurisdictions, and all related rules and procedures.
4. **I have carefully read and agree to comply with the Norwex Policies and Procedures and the Norwex Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions.** I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Norwex. I understand that these Terms and Conditions, the Norwex Policies and Procedures, or the Norwex Marketing and Compensation Plan may be amended at the sole discretion of Norwex, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Norwex materials. The continuation of my Norwex business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. **The term of this agreement is one year. If I fail to annually renew my Norwex business, or if it is voluntarily canceled or involuntarily terminated for any reason, I understand that I will permanently lose all rights as a Sales Consultant. I shall not be eligible to sell Norwex 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 nonrenewal, I agree to 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.**
6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Norwex. Any attempt to transfer or assign this Agreement without the express written consent of Norwex renders this Agreement voidable at the option of Norwex and may result in termination of my business.
7. I understand that if I fail to comply with the terms of this Agreement, Norwex 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 this 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. If I fail to pay for products or services when payment is due, I authorize Norwex to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized Norwex to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

8. Norwex, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for, and I release Norwex and its affiliates from, and waive all claims for consequential and exemplary damages. I further release Norwex and its affiliates from all liability arising from or relating to the promotion or operation of my Norwex business and any activities related to it (e.g., the presentation of Norwex products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. This Agreement, in its current form and as amended by Norwex at its discretion, constitutes the entire contract between Norwex and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Sales Consultant Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

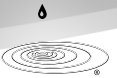
10. Any waiver by Norwex of any breach of this Agreement must be in writing and signed by an authorized officer of Norwex. Waiver by Norwex of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of this 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.

12. This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba, Canada unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to Norwex, the Sales Consultant Agreement, the Norwex Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Sales Consultant and Norwex, or any other claims or causes of action relating to the performance of either an independent Sales Consultant or Norwex under the Agreement or the Norwex Policies and Procedures shall be settled totally and finally by arbitration in Dauphin, Manitoba, or such other location as Norwex prescribes, in accordance with the International Arbitration Rules of the American Arbitration Association. There shall be one individual serving as arbitrator, who shall be an attorney at law. If a Sales Consultant files a claim or counterclaim against Norwex, he or she shall do so on an individual basis and not with any other Sales Consultant or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in this Agreement or the Policies and Procedures shall prevent Norwex from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Norwex's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to jurisdiction and venue before any court in Dauphin, Manitoba, Canada for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

14. I authorize Norwex to use my name and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.



Starter Kit Agreement

I acknowledge that the starter kit is the property of Norwex. In order to receive this kit free, my sales for the first three months from this day shall be no less than \$2000.00 retail (approximately \$670.00 per month) or I agree to be billed \$200.00 plus applicable taxes.

Applicant's Signature

Date

I am obligated to return all brochures, presentation sheets, and folders if I resign as a consultant within one year.

Name

Date

Receipt for Starter Kit #

Address

Social Security or Federal Tax ID number

Address

Phone

City, State, and Zip Code

e-mail

Starter Kit Contents:

- | | |
|------------------------------------|---------------------------|
| 2 Antibac Enviro Cloth 13 x 13 in. | 1 Sales Consultant Manual |
| 1 Antibac Window Cloth 17 x 17 in. | 10 Catalogs |
| 1 Antibac Mitt | 50 Customer Order Forms |
| 1 Large Dry Mop Pad | 10 Hostess Order Forms |
| 1 Antibac Large Wet Mop Pad | 10 Sales Summary Forms |
| 1 Large Mop Base | 10 Hostess Planners |
| 1 Telescopic Mop Handle | 1 Clean Without Chemicals |
| 1 Spirisponge | 1 Invitation Postcard |
| 1 Tote Bag | 1 Success Builders |
| 1 Product Manual | 1 Antibacterial Brochure |
| 1 Complete Training DVD | |