



Independent Sales Consultant Agreement Australia and New Zealand

This is an Agreement between Norwex Australia Pty Limited ABN 85 129 561 262 or Norwex New Zealand Limited NZBN 94 29 041 640 661 and the new Consultant whose name appears on the front of this form. For the purposes of this Agreement references to the "Company" means Norwex Australia Pty Limited for Consultants residing in Australia and Norwex New Zealand Limited for Consultants residing in New Zealand.

The Parties agree that:

Contract Documents

1. This document, Leadership Success Programme including the Compensation Plan (the "Plan"), the Norwex Consultant Policies and Procedures (the "Manual") and Norwex Advertising and Media Policy constitute the entire agreement between the Company and the Consultant and no representations or warranties have been made or given by the Company or any of its representatives to the Consultant other than those set forth in this Agreement. Subject to clause 19, the terms of this Agreement can only be varied by written agreement of the Parties.

Independent Contractor Status

2. The Consultant is an independent contractor in business on his/her own account and is not, and will not hold out to be, an employee or agent of the Company for any purpose whatsoever and will not hold out to be otherwise and the Consultant is not authorised to bind the Company in any way. The Company shall not be responsible for any sick leave, PAYG taxation or similar matters, and accepts no responsibility for the procuring or establishment of workers compensation insurance or other insurance coverage or any superannuation in respect of the operations of the Consultant under this Agreement (the "Activities").
3. The Consultant agrees to pay all taxes and maintain insurance coverage which may be required in connection with this Agreement, and maintain and retain accounting and other records in accordance with all applicable taxation laws.
4. The Consultant will bear all costs and expenses incurred in connection with the Activities and indemnifies and keeps the Company indemnified against all actions, proceedings, liabilities, claims, damages, losses, costs and expenses arising out of or in any way relating to the Activities, except such as relate to the inherent quality and fitness of the Company's products (the "Products") for which the Company is responsible.
5. The Consultant may at her/his own expense engage or employ others to conduct, or assist in conducting the Activities as she/he may from time to time think fit, provided that any such persons are of a character and appearance which will not cause the reputation of the Company to suffer. Any appointment of this nature shall not detract from the Consultant's requirement to comply with her/his obligations under this Agreement.
6. The Consultant agrees that this Agreement provides no guarantee of income, nor is there a guarantee by the Company of success or profit.
7. Australian Business Number (ABN) – The Consultant agrees to seek their own independent advice in relation to their taxation position. Where a Consultant has obtained an ABN they agree to advise the Company of the number and if they are/or not registered for GST.

FreshSTART Package

8. The Consultant agrees that to qualify as a Consultant, she/he must purchase the FreshSTART Package and sustain a minimum of \$250.00 (exclusive of GST) in personal sales over a six month period to not become Dormant.

Sales

9. The Consultant is authorised (but is not under any obligation) to resell the Products in Australia. This is not a contract for the supply of services or the performance of any work by the Consultant.
10. The Consultant agrees that the Activities will be restricted to countries where Norwex companies operate and acknowledges that there are no restrictions placed on the Consultant as to territory within those countries.
11. The Consultant agrees to sell the Products in such manner as she/he deems fit, although the Company has found that success is best assured by following the suggestions made in training and other documents made available to the Consultant from time to time by the Company. In no event shall the Consultant sell the Products in retail establishments or in a retail environment.
12. The Consultant agrees to represent the Product guarantees accurately and to honour such guarantees as appropriate when providing service to customers.
13. The Consultant shall make every effort to uphold Company values and shall not disparage or denigrate the Company, the Products or personnel associated with the Company at any time, but will present the Company, the Products and information in a truthful manner in accordance with information provided by the Company. The Consultant agrees to hold the Company harmless from any damage which may result from presentation of the Company's products, or sales opportunities in a manner which is not truthful or forthright.
14. The Consultant understands that training and development is beneficial to the operation of her/his business, and that the Company will offer training and development to the Consultant from time to time.
15. The Consultant shall fairly represent the Products and the Plan and shall not make any exaggerated or untrue claims with respect to the Products or the Plan which may be contrary to the Australian Consumer Law (*Schedule 2 to the Competition and Consumer Act 2012*) (*Cth*) or other relevant statutes.
16. The Consultant agrees to abide by all laws governing the operation of the Company's business including all Commonwealth and State laws, including Codes and Standards or other regulations governing marketing to customers. The Consultant agrees to operate in an ethical and lawful manner. In Australia, the Company is a member of the Direct Selling Association of Australia Inc (DSAA). In New Zealand, the Company will adhere to the Direct Selling Association of New Zealand's Code of Practice (DSANZ). The Consultant undertakes to comply with the DSAA Code of Practice and DSANZ Code of Practice (a copy of which is available from <http://www.dsanz.co.nz/>). When supplying goods to Customers in New Zealand, the Consultant must comply with the requirements of the Consumer Guarantees Act 1993, including the requirements in relation to a new guarantee of delivery.

Orders

17. The Company will sell Products to the Consultant at wholesale prices set by the Company. The Consultant may resell Products at prices determined solely by the Consultant although the Company may produce merchandising and other materials specifying a recommended retail price. Acceptance by the Company of an order is always subject to availability.
18. The Consultant agrees that each order (and accompanying documentation) submitted by the Consultant to the Company must be correct. If the Consultant's orders (or accompanying documentation) are incorrect the Consultant authorises the Company to credit or debit her/his billing account as necessary.
19. The Consultant agrees that she/he is an independent contractor for the Products pursuant to the Plan and will receive benefits only in accordance with the Plan. The Consultant understands and agrees that the Plan and the Manual are both subject to change, from time to time, upon notification from the Company and agrees that the continued sale of Products by the Consultant confirms his/her agreement to the changes. The Consultant acknowledges receipt of the Plan and the Manual.
20. The Consultant will not receive, nor be entitled to receive, any financial rewards from the mere act of enrolling other persons as Consultants of the Company.
21. The Company will provide compensation in accordance with the Plan only on orders paid in full.

Privacy

22. The Consultant must handle personal information the Consultant collects or has access to as a result of this Agreement in a manner which is fair, lawful and in accordance with the Australian Privacy Principles under the *Privacy Act 1988 (Cth)*, including complying with any direction from the Company about how to handle, collect store or use personal information.
23. The Consultant must only use or disclose personal information for the purpose of fulfilling its obligations under this Agreement or as instructed in the Manual or by the Company.
24. The Consultant will co-operate with the Company in resolving any complaint alleging a breach of the Privacy Act and in providing access to any record of personal information following a request by an individual.
25. The Consultant must take appropriate steps to protect personal information including preventing unlawful use or disclosure or loss or destruction of such information.
26. The Consultant will assist the Company to discharge its obligations under the Privacy Act at the Company's request including by providing a notice and consent to individuals, in a form provided by the Company from time to time or as set out in the Manual at the time of collecting personal information. The Consultant must seek their Customers' consent to disclose their personal information to the Company. In this Agreement Customer refers to a customer (other than a Consultant) who purchases the Company's products from or through a Consultant.
27. The Consultant agrees that personal information which the Company collects for the purposes of making payments to the Consultant, determining the Consultant's eligibility for prizes and awards, evaluating the various programmes, planning and sales development shall be provided to the Consultant's various Managers and other Consultants, to Company management and sales development personnel, and may be retained by the Company for those purposes or in other ways which benefit the Company and sales of the Products. The Consultant consents to the use of persona information for all of the aforementioned purposes and to the sharing of personal information with other Company Consultants and Managers and/or companies within the Norwex group of companies. Personal information may be sent overseas to other Norwex group companies and third party suppliers.
28. The Consultant's personal information will be accessible by contacting the Head Office of the Company and the Consultant may change or correct any incorrect persona information by contacting the Head Office for that purpose. The Norwex Privacy Policy available at <http://norwexbiz.com.au> for Customers residing in Australia and New Zealand.

Do Not Call Register

29. The Consultant hereby gives consent to the Company and other Consultants to make telephone calls to the Consultant in relation to the Consultant's NORWEX business.
30. The Consultant undertakes to comply with Commonwealth Do Not Call Register legislation in relation to telephone calls to customers and potential sponsoring recruits.

Confidential Information

31. It is understood and agreed that the Consultant may have access to certain Company information which is confidential and proprietary and which is owned by the Company. For the purposes of the agreement "Confidential Information" shall mean all information, without regard to form, including, without limitation, Company Consultant lists, contact information (or other personal information of any kind relating to any Consultant or customer, including Consultants or customers introduced by the Consultant), Consultant sales and status data, and other information that is not generally known. However, "Confidential Information" does not include: (i) information that was in fact actually and verifiably derived from a publicly available source without use of any Confidential Information or (ii) is or becomes publically known or generally known without breach of any obligation of confidentiality. The Consultant shall not disclose Confidential Information to any third party during the term of this Agreement or thereafter without the written consent of the Company both during the term of this Agreement and thereafter. All Confidential Information shall be the exclusive property of the Company.

Trademarks, Logos etc

32. The Consultant shall not use the Company name, trademark, or logo except as permitted in writing by the Company. It is understood and agreed that any unauthorised use of the Company's trademarks or logo may result in the termination of this Agreement at the Company's option.

Term and Termination of Agreement

33. The parties agree that this Agreement will commence on its date of execution and will continue until terminated by either the Company or the Consultant in accordance with the termination provisions set out in this Agreement. The Consultant acknowledges that, without limitation, the Company may, at any time and for any reason terminate this contract by giving the Consultant 7 days notice. This shall not limit or prejudice the Company's rights under this Agreement or otherwise, including the Company's right to terminate this Agreement immediately following gross misconduct by the Consultant, or serious breach of this Agreement by the Consultant. The Consultant may terminate this Agreement by giving the Company 7 days notice.
34. On termination, cessation or otherwise of this Agreement, or otherwise as demanded or requested by the Company, the Consultant must immediately deliver to or as directed by the Company all information or other property, materials or data of or belonging to the Company, and anything created or produced by the Consultant in performing the Activities or that relates to the business, affairs, clients, staff or otherwise of the Company.
35. Notices will be validly given by the Company to the Consultant under this Agreement if given (including by electronic means) to the address set out on the Consultant Agreement Application or the address most recently advised to the Company.

Other

36. The Company expressly reserves the right to terminate all Consultant Agreements upon 30 days written notice in the event it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products and services via direct selling.
37. This Agreement may not be transferred or assigned by either party.
38. This Agreement shall be governed by the laws of the State of Queensland, Australia (QLD), which will be the relevant jurisdiction in the event of disputes between the Consultant and the Company.
39. The agreement is subject to acceptance by the Company at its office in QLD which acceptance shall be deemed to occur upon the sending, including by electronic means to the Consultant by the Company of a letter of acceptance and/or a copy of this Agreement duly signed by an Officer of the Company authorised so to do.
40. The Consultant agrees that if any provision or part of a provision of this Agreement is held to be unlawful, invalid, unenforceable, void or in conflict with any law, statute or regulation, the legislation and validity of the remainder of that provision and all other provisions shall not be affected and shall remain valid and enforceable.

Stakeholder – New Zealand only

41. The Company agrees, on behalf of the Consultant, to administer credit card payments for purchases by the Consultant's Customers, in accordance with the Customer order form. Accordingly, the Company shall debit the Customer's credit card account for the amount of the Customer's purchase. The amount debited will be held by the Company as a stakeholder until the Norwex products ordered have been imported into New Zealand. If, for any reason, the Customer's order is cancelled or the Customer becomes entitled to a refund before the relevant Norwex products have been imported, the Company shall credit the Customer's credit card account for the amount previously debited. If the Customer is not entitled to a refund prior to importation, the Company shall no longer hold the amount debited as a stakeholder but shall apply so much of the debit as required towards payment of the Consultant's purchase of the relevant Norwex products from the Company and any other amounts owing by the Consultant to the Company, and shall credit the Consultant's account with the balance (if any).