



Norwex New Zealand Independent Consultant Policies and Procedures



Norwex New Zealand Limited

# Independent Consultant Policy & Procedures

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**NORWEX NEW ZEALAND**  
**INDEPENDENT CONSULTANTS**  
**POLICIES AND PROCEDURES**

**SECTION 1: INTRODUCTION**

These Policies and Procedures in their present form and as may be amended at the sole discretion of Norwex (references to “Norwex” in this document mean Norwex New Zealand Limited) are incorporated into and form an integral part of the Independent Consultant Agreement, which sets forth the respective legal rights and obligations of Norwex and Norwex Independent Consultants. Throughout these Policies and Procedures, where the term "Consultant Agreement" is used, it refers to the legally binding agreement between Norwex and each Norwex Independent Consultant ("Consultant") which consists of (i) a properly completed and signed or electronically submitted Independent Consultant Agreement that has been accepted by Norwex; (ii) these Policies and Procedures; (iii) the *Norwex Success Builder* (the "Compensation Plan"); (iv) the Norwex Media Policy; and, (v) if applicable, a properly completed and signed Business Entity Registration Form

It is the responsibility of each Consultant to read, understand, adhere to, and ensure that she or he is aware of and operating under the most current version of these Policies and Procedures. When sponsoring a potential Consultant, it is the responsibility of the Team Builder to provide access to the most current version of these Policies and Procedures to the new applicant prior to the potential Consultant's submission of the Independent Consultant Application. Norwex may at any time revise the terms of the Consultant Agreement including these Policies and Procedures, the Compensation Plan and the Norwex Media Policy. Notice of any substantive proposed changes will be provided on the Norwex Consultant Office website and the changes shall become effective thirty (30) days after notice is provided. It is the responsibility of all Consultants to check the Norwex Consultant Office website frequently for amendments to the Consultant Agreement. A Consultant's continued participation following the effective date of any changes to the Policies and Procedures constitutes acceptance of any changes or additions.

**SECTION 2: COMPLIANCE WITH NORWEX CORE VALUES**

The core values of Norwex are integrity, trust and respect.

At Norwex, our core values are as important as our company ideology and mission and are based upon the highest moral standard - we want to improve *quality of life*. Therefore it is important that every Norwex Consultant understand and agree to operate their Norwex business in accordance with these core values.

**Integrity** - is the quality of being honest and morally upright.

**Trust** - is the expectation or belief that one can rely upon another person's actions and words.

**Respect** - implies you hold the person in high regard. All human beings deserve respect just because they are human beings.

"There is no  
compromise  
between  
success and  
doing it right"

### SECTION 3: DEFINITIONS

**AEST** refers to Australian Eastern Standard Time.

**Applicant** refers to a potential Independent Consultant ("Consultant"), who has submitted an Independent Consultant Application that is under consideration by Norwex and has been neither accepted nor rejected by Norwex.

**Business Entity** refers to a corporation, limited liability company, partnership or trust based in New Zealand, that has submitted a properly completed and signed Consultant Application Form that has been approved by Norwex.

**Business Entity Registration Form** refers to the form that must be properly completed and signed and submitted by every Consultant who wishes to conduct their Norwex business through a business entity.

**Compensation Plan** refers to the program by which Norwex Consultants can earn bonuses. The Compensation Plan is set forth in the *Norwex Success Builder* and is incorporated and made a part of the Consultant Agreement.

**Confidential Information** refers to confidential and/or proprietary information of Norwex, which includes, but is not limited to Downline Activity Reports and all information contained in such reports, all Customer Data, and Norwex's pricing, reports and performance information, marketing and financial plans and data and training materials.

**Consultant** refers to a person(s), including a business entity that:

- (i) Has submitted an Independent Consultant Application that has been accepted by Norwex; and
- (ii) Is in compliance with the requirements of the Consultant Agreement, including the renewal requirement and other obligations set forth in the Consultant Agreement including these Policies and Procedures.

Unless otherwise specified, the term "Consultant" refers to any Norwex Independent Consultant, regardless of whether such Consultant has been promoted to a higher recognition title.

**Consultant Agreement** refers to the legally binding agreement between Norwex and each Consultant consisting of:

- (i) A properly completed and signed Independent Consultant Application & Agreement that has been accepted by Norwex;
- (ii) These Policies and Procedures, which are incorporated into and form an integral part of the Consultant Agreement; and
- (iii) The Compensation Plan
- (iv) If applicable, a properly completed and signed Business Entity Registration Form

**Consultant Information** refers to each Consultant's name, address, phone number, email address, New Zealand company number, other information required to be provided in or with the Consultant Application.

**Customer** refers to a person (other than a Consultant) who purchases Norwex products from or through a Consultant.

**Customer Data** refers to all data and information submitted by a Customer or potential Customer to a Consultant in connection with the purchase of products or otherwise including, without limitation, such Customer's name, address, phone number, financial account information, products ordered, and order volume.

**Downline** refers to the organisation consisting of Consultants directly or indirectly signed up by a particular Consultant.

**Downline Activity Reports** refers to the report set out in Section 8(g).

**EST** refers to Eastern Standard Time or Daylight Savings Time, whichever is in effect at a certain time of the year.

**Norwex** refers to Norwex New Zealand Limited, including their affiliates, successors and assigns.

**Norwex Content** refers to (i) all Norwex Marks (as defined below); (ii) all text, images, graphics, and other content and materials used or displayed on or in connection with any Norwex Product (or any related packaging), Norwex marketing materials or the Norwex website; and (iii) the names, images, and likenesses of the principals of Norwex.

**Norwex Marks** refers to all trademarks, service marks, trade names, product names, logos, and domain names used or displayed on or in connection with any Norwex Product (or any related packaging).

**Norwex Products** refers to the products distributed by Norwex that Consultants are authorised to sell under the Consultant Agreement.

**Norwex Program** refers to Norwex's direct sales program for Norwex Products as described in the Consultant Agreement.

**Product Return Policy** refers to the policy set out in Section 12(b).

**Spouse** means either of two persons who (a) are married to each other, or (b) are not married to each other and are living together in a conjugal relationship continuously for a period of not less than two (2) years.

**Team Builder** refers to a Consultant who introduces another Consultant into the Norwex Program and is listed as the Team Builder on the Consultant Application.

**Termination** refers to the non-renewal, voluntary termination or involuntary termination of a Consultant Agreement. Upon any termination, a terminated Consultant shall have no right, title, claim, or interest to the Consultant's former Downline or to any bonuses from the sales generated by the Consultant's former Downline following a termination.

#### **SECTION 4: BECOMING & REMAINING AN INDEPENDENT CONSULTANT**

##### **a. To become a Consultant, one must:**

- Be 18 years of age or older;
- Be a legal resident of New Zealand;
- Not be an undischarged bankrupt;
- Not be in jail or prison or otherwise confined to a correctional institution;
- Not have ever been convicted of an offence under the Crimes Act 1961 (New Zealand), or prohibited from engaging in direct selling activity;
- Not be a current employee, officer, or director of Norwex or any affiliate of Norwex or the spouse or child of any of the foregoing;
- Complete and submit an Independent Consultant Application that is accepted by Norwex;
- Have a valid email address and valid credit card;
- Provide a bank account number for New Zealand for payments from Norwex to be deposited into;
- Be able to be licensed to sell Norwex products in the applicable jurisdiction(s).

A Business Entity (i.e., a corporation, limited liability company, partnership, or trust) applying to be a Consultant must also comply with the requirements of Section 6(i).

##### **b. Independent Consultant Status:**

Consultants are self-employed, non-exclusive and independent, who are authorised to market and sell Norwex products in New Zealand. Consultants however can sponsor other Consultants anywhere within Australia, New Zealand, and, if permitted in writing by Norwex, any other country in which Norwex is authorised to conduct business. Consultants are not, and shall not represent themselves to be, employees, agents, or representatives of Norwex or purchasers of a franchise or a business opportunity. Any agreement between Norwex and a Consultant does not create an employee/employer relationship, agency, partnership, or joint venture between Norwex and such

Consultant. Consultants shall not be treated as employees of Norwex for any purpose including, without limitation, for tax purposes. Consultants have no authority (expressed or implied) and shall not represent that they have any authority to bind Norwex to any obligation. Consultants shall establish their own goals, hours, place of business, and methods of sale, so long as they comply with their Consultant Agreement. Consultants are solely responsible for all decisions made and all costs incurred with respect to their business. Consultants assume all entrepreneurial and business risk in connection with their independent businesses. There is no guarantee that there is or will be a market for the Norwex products or that Consultants' will earn or will not lose money.

#### **c. Getting Started:**

Once an Applicant has submitted a Consultant Application, submitted any other documents that Norwex may require, and Norwex has accepted and processed the Consultant Application, the Applicant will become a Consultant and will be assigned a unique identification number. A Consultant's identification number must be used by that Consultant in all correspondence with Norwex and may also be required for transactions.

#### **d. Keeping Your Account Active:**

A Consultant who maintains less than \$250 in cumulative Subtotal A sales within a six-month rolling calendar cycle will become dormant. A dormant New Zealand Consultant is unable to place orders until a NZ\$20.91 reactivation fee is paid.

Any Norwex Consultant that has had \$0 activity for 12 consecutive months will have their account closed and will be removed from the Norwex database. Once an account has been closed, and you still wish to be a Norwex Consultant, a new Consultant Application must be submitted, and the joining fee paid again.

#### **e. Repositioning of Consultants:**

A Consultant will be removed from the Norwex system due to inactivity for 12 months as per Section d. above. In this instance, if this Consultant elects to rejoin at a later date, a new application will need to be submitted, they will be allocated a new Consultant Number, and they will have the right to choose their Team Builder.

### **SECTION 5: INDEPENDENT CONSULTANT BENEFITS**

Once an Applicant has become a Consultant as described above, the Consultant is eligible to:

- Purchase Norwex products at discounted prices;
- Sell Norwex products;
- Participate in the Norwex Compensation Plan (receiving bonuses, if eligible);
- Sign up other potential Consultants to build a Downline and advance through the various levels under the Compensation Plan;
- Receive periodic Norwex literature and other Norwex communications; and
- Participate in Norwex sponsored support, service, training, motivational, promotional, incentive, and recognition programs for Consultants (upon payment of appropriate charges if applicable).

### **SECTION 6: CONSULTANT REQUIREMENTS AND RESTRICTIONS**

#### **a. Consultant Starter Kit:**

Applicants must purchase a Norwex Starter Kit when joining Norwex.

You will only be charged a shipping and handling fee of NZ\$11.45 upon signup. You will not be charged further for this kit if you exceed the minimum Subtotal A sales requirement. All sales must be submitted through your Norwex Consultant Office by midnight AEST on the 30<sup>th</sup> or 90<sup>th</sup> day. If you do not meet this requirement, you will be charged NZ\$290 for your Starter Kit on your credit card which is listed on your Norwex Consultant Office.

Items are subject to change without notice.

**b. No Inventory Requirements/70% Rule:**

A Consultant is neither required to purchase nor required to carry any amount of inventory of Norwex Products, and it is possible to maintain active status and earn bonuses without carrying any inventory at all. Norwex encourages the Consultant to provide their personal website addresses to their Customers so that those Customers may place orders directly through their Consultant's personal websites. The Consultant may also place orders through the Norwex website using their Consultant Identification Number. The Consultant will receive full credit for all such sales, without the need to carry any inventory at all. The Consultant may, at their option, purchase Norwex Products for personal consumption or resale to Customers. If a Consultant purchases over \$500 of Norwex Products, the Consultant must retain receipts showing that at least 70% of those products were resold to at least three (3) different Customers within 30 days of the product order date. The Consultant shall furnish copies of such receipts upon request by Norwex. Falsely representing the sale of Norwex products shall be grounds for termination.

**c. Consultant Status:**

An Applicant becomes an Independent Consultant when her or his Consultant Application is accepted by Norwex. A Consultant remains a Consultant in the Norwex program by (i) renewing the Consultant Agreement in accordance with Section 6(k) below; and (ii) complying with the requirements of the Consultant Agreement (including the Policies and Procedures).

**d. Eligibility:**

Norwex reserves the right to accept or reject any Consultant Application for any reason in its sole discretion. Without limiting the generality of the foregoing, Norwex reserves the right to reject any Consultant Application if Norwex determines, in its sole discretion that its acceptance of a particular Consultant Application would result in an actual or potential conflict of interest.

**e. Limitation on Number of Accounts:**

A Consultant may hold only a single account under a single Team Builder. A Consultant may not be a party to more than one Consultant Agreement or hold, directly or indirectly, any interest in another Consultant's business, including any Norwex business operated by a Business Entity. No Consultant may pay others to market and sell Norwex Products.

**f. Spouses Treated as a Single Consultant:**

Subject to the provisions of Section 14(c), if spouses wish to be Consultants, they must be registered together as a single Consultant under a single Team Builder. Neither spouse may sign up the other directly or indirectly, nor have different Team Builders.

**g. Territory:**

No Consultant shall assert or imply that she or he has ownership of, or exclusivity in, any particular geographic area, territory, market, or region. All Consultant Agreements are nonexclusive, and all active Consultants have the full right to market and sell Norwex products and otherwise conduct their business in all geographic areas and territories in New Zealand. Consultants can sponsor other Consultants anywhere within Australia, New Zealand, and, if permitted in writing by Norwex, any other country in which Norwex is authorised to conduct business.

**h. Consultant Information:**

Each Consultant is responsible for keeping the information submitted with the Consultant Application up-to-date and accurate and must immediately update their details on their Norwex Consultant Office. It is particularly important that a Consultant provide Norwex with a current email address at all times, as email is one of the primary ways that Norwex will communicate with the Consultant.

**i. Business Entities/Change in Consultant Status:**

A corporation, limited liability company, partnership, or trust may apply to become a Consultant. To become a Consultant, a corporation, limited liability company, partnership, or trust must:

- Be incorporated or organised in New Zealand;
- Have its principal place of business in New Zealand;
- Have a valid New Zealand company number if it is a company;
- Complete, sign, and submit a Consultant Application that is accepted by Norwex;
- Submit a true and complete copy of the organisational and charter documentation (e.g. constitution, certificate of formation, operating agreement, trust agreement, etc.) of such corporation, limited liability company, partnership, or trust.

All sales and Team Building activities of a Consultant that is a Business Entity must only be conducted by the individual who signed the contract. A Consultant that is a Business Entity and undergoes a change of control must comply with Section 14(d). Failure to do so will result in termination. A Consultant that is a Business Entity may not use any trade name, business name that includes any Norwex trademark.

Subject to the above requirements and restrictions, a Consultant may change a Consultant's status from a sole proprietorship to a corporation, limited liability company, partnership, or trust, or from one type of Business Entity to another, by submitting a new Consultant Application and may be required to pay a fee for each such change. A Consultant may also add her or his other member of the couple to a sole proprietorship as a co-applicant to the Consultant's existing Agreement by submitting a new Consultant Application. In each such case, upon Norwex's acceptance of the new Consultant Application, the original Consultant Agreement will automatically terminate and be replaced and superseded by the new Consultant Agreement. Note that none of the changes described above will permit a Consultant to change Team Builders, except pursuant to Section 9(d), or to assign or transfer a Consultant Agreement except pursuant to Section 14(a).

**j. Actions of Household Members, Employees, Agents, etc:**

Each Consultant is responsible for the actions of her or his immediate household members and each Consultant that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors, and agents. If any such household member or such owner, officer, director, employee, contractor, or agent engages in any activity which, if performed by the Consultant would violate the terms of the Consultant Agreement, such activity will be deemed a violation by the Consultant and Norwex may take remedial action against the Consultant pursuant to the terms of the Agreement in addition to seeking other appropriate remedies.

**k. Renewal of Consultant Agreement:**

A Consultant Agreement has a term of one (1) year from the date on which it is accepted by Norwex. The Consultant Agreement will automatically renew for additional one-year term(s) unless terminated by Norwex or a Consultant.

**l. Income Taxes:**

Each Consultant is responsible for paying (and agrees to indemnify and hold Norwex harmless from) all applicable taxes on any income derived from the sale of Norwex products and any payments or other compensation made pursuant to the Consultant Agreement. Norwex New Zealand Limited will not make payments for income taxes, superannuation, unemployment insurance or disability insurance contributions, ACC levies or obtain worker's compensation insurance on the Consultant's behalf.

The Company and the Consultant agree that goods and services supplied by the Company to the Consultant are treated as being supplied inside New Zealand and that section 8(4) of the Goods and Services Tax Act 1985 (NZ) will not apply to the supplies by the Company.

**m. Norwex Office Suite:**

For Consultants that subscribe to Office Suite and/or Office Suite Plus, payment for these subscriptions will be deducted on the 15<sup>th</sup> of each month and is deducted from the Consultants credit card listed on their profile in their Consultant Office. If a Consultants payment declines on the 15<sup>th</sup> another attempt will be processed on the 17<sup>th</sup>, and then again on the 19<sup>th</sup>. If the third payment attempt declines the Consultant will be opted out of Office Suite immediately.

## SECTION 7: LEADERSHIP

All New Consultants start their Norwex business as an Independent Consultant. By sharing our mission and products with others, they can begin to grow a Team and progress through the Norwex Compensation Plan. For further information, please refer to the *Norwex Success Builder*.

Once a Consultant reaches the level of Sales Leader in the Compensation Plan, they are considered a Leader. With each level of leadership title there are additional privileges and responsibilities. A strong organisation is developed with Leaders leading by example and providing the support; training and direction that Team members need to thrive and achieve their personal goals.

### a. Leadership Expectations:

#### Team Coordinator

- Because Norwex considers the Team Coordinator as a future Leader, Leadership responsibilities begin at the Sales Leader level.

#### Sales Leader

- Encouraged to attend all local company-sponsored events
- Partner with Upline Leader to help support Team meetings, new Consultant trainings and local company-sponsored events
- Have regular and consistent communication with Active Team members (e.g., in person, by phone, webinar, social media, text, email etc.)
- Model best business practices to your Team by maintaining a consistent monthly party schedule
- Consistently share the Norwex business opportunity with prospective Norwex Consultants while teaching your Team to do the same
- Provide support in developing Team Coordinators' leadership skills as they remain part of your Group

#### Executive Sales Leader

- Attend annual National Conference and Leadership Conference
- Support and attend all local company-sponsored events
- Have regular and consistent communication with all Active Team Members (e.g., in person, by phone, webinar, social media, text, email etc.)
- Model best business practices to your Team by maintaining a consistent monthly party schedule
- Consistently share the Norwex business opportunity with prospective Norwex Consultants while teaching your Team to do the same
- Identify and develop new Leaders within your Group each month
- Provide support in developing Team Coordinators' leadership skills as they remain in your Group
- Support, train, and coach current Leaders (e.g., one-on-one coaching calls, conference calls, webinars, leadership training events etc.)
- Hold regular monthly Team meetings or partner with your Upline Leader to help support Team meetings, new Consultant trainings and local company-sponsored events
- Recognise and inspire your Team on a monthly basis
- To support growth within the organisation, have a complete understanding of the Norwex Compensation Plan and train your Downline on the plan
- Partner with your Regional Sales Manager for ongoing leadership development
- Attend Leader calls for all Executive Sales Leaders and above when required
- Must not be directly involved with another direct sales or multilevel marketing company

#### Senior Executive Sales Leader

- Attend annual National Conference and Leadership Conference
- Support and attend all local company-sponsored events
- Have regular and consistent communication with all Active members of the Team (e.g., in person, by phone, webinar, social media, text, email etc.)
- Model best business practices to your Team by maintaining a consistent monthly party schedule
- Consistently share the Norwex business opportunity with prospective Norwex Consultants while teaching your Team to do the same

- Provide support in developing Coordinators' leadership skills as they remain in your Group
- Personally identify and develop new Leaders within your Group each month and train Downline Leaders to do the same
- Support, train, and coach current Leaders (e.g., one-on-one coaching calls, conference calls, webinars, leadership training events, etc.)
- Hold monthly Team meetings and new Consultant trainings and support Leaders by encouraging them to partner and participate alongside you
- Consistently communicate with Downline (e.g., phone calls, newsletters, social media, emails etc.)
- Recognise and inspire your Team on a monthly basis (e.g., Team meetings, social media postings, phone calls, etc.)
- To support growth within the organisation, have a complete understanding of the Compensation Plan and train your Downline on the plan
- Partner with your Regional Sales Manager for a minimum of one coaching call per month to support leadership development
- Attend Leaders calls for all Executive Sales Leaders and above as required
- Must not be directly involved with another direct sales or multilevel marketing company

#### **Vice President Sales Leader, Executive Vice President Sales Leader & Senior Vice President Sales Leader**

- Attend annual National Conference and Leadership Conference
- Support and attend all local company-sponsored events
- Have regular and consistent communication with all Active members of the Team (e.g., in person, by phone, webinar, social media, text, email etc.)
- Model best business practices to your Team by maintaining a consistent monthly party schedule
- Consistently share the Norwex business opportunity and add new personal Team members each month
- Provide support in developing Team Coordinators' leadership skills as they remain in your Group
- Personally identify and develop new Leaders within your Group each month and train Downline Leaders to do the same
- Support, train, and coach current Leaders (e.g., one-on-one coaching calls, conference calls, webinars, leadership training events, etc.)
- Hold monthly Team meetings and new Consultant trainings and support Leaders by encouraging them to partner and participate alongside you
- Consistently communicate with Downline (e.g., phone calls, newsletters, social media, emails etc.)
- Recognise and inspire your Team on a monthly basis (e.g., Team meetings, social media postings, phone calls etc.)
- To support growth within the organisation, have a complete understanding of the Norwex Compensation Plan and train your Downline on the plan

In the event that a Norwex Leader fails to follow the minimum guidelines the Leader will receive contact from the Regional Sales Manager to assist in developing a plan to meet the leadership requirements. If the plan is not implemented within 30 days, the Leader will receive a written notification that she/he is in violation of her/his Norwex Leadership expectations outlined in Section 7a. and the process under Section 16. Remedial Actions: Grievances and Complaints will be followed.

#### **b. Repositioning of Team Coordinators:**

A Team Coordinator who has not been paid at this level for six (6) consecutive months will automatically be repositioned to Consultant status. In such instances, the Team Coordinator will have a maximum of a further one (1) calendar month to rebuild and achieve the Team Coordinator criteria as set out in the program.

A Team Coordinator is entitled to a maximum of one rebuild period in the program.

A Team Coordinator who does not qualify in their rebuild month will automatically be repositioned to Consultant status. In consequence of this, the repositioned Team Coordinators Consultants will be inherited by the next, Active Upline Leader. This action is irreversible.

A repositioned Team Coordinator will still be able to achieve Team Coordinator status, by fulfilling all the criteria for Team Coordinator as set out in the program, and by building a new Team.

### **SECTION 8: CONSULTANT BUSINESS PRACTICES**

#### **a. Media Enquiries:**

Consultants should refer any enquiries regarding Norwex, Norwex's products or services, or any other aspect of Norwex's business to

Norwex's corporate office. This policy is designed to ensure that accurate and consistent information is provided to the public.

**b. Adherence to the Program:**

Consultants shall present the Norwex program in a truthful and accurate manner consistent with the information presented on Norwex's website and in Norwex marketing materials which are made available to Consultants. Consultants shall not offer or present the Norwex program through or in combination with any other system, program, or method of marketing. Consultants shall not require or encourage any current or potential Consultants or Customers to (i) participate in Norwex in a manner that varies from the Norwex program as set forth in the Consultant Agreement and the Norwex marketing materials, or (ii) execute or adhere to any agreement or contract other than the Consultant Agreement (including these Policies and Procedures) in order to become a Norwex Consultant.

**c. Product Claims:**

Consultants shall not make any claims or representations regarding the Norwex products other than those claims, and representations found in marketing materials created or distributed by Norwex.

**d. Income Claims Prohibited:**

While Consultants may believe it is beneficial to tell other Consultants and potential Consultants about their earnings or the earnings of others, there are laws that regulate, and even prohibit certain types of income claims and testimonials made by people engaged in direct selling/network marketing unless the appropriate disclosure is made contemporaneously with the income claim.

**e. No Representations Regarding Governmental Approval:**

Consultants may not represent that the Norwex program or the Norwex products have been approved or endorsed by any government or regulatory agency.

**f. No Repackaging and Relabeling:**

Norwex products must be sold in original Norwex containers only. Relabeling or repackaging may violate applicable laws, which could result in civil damages or criminal penalties. Civil liability may also result if a person using Norwex products suffers any type of damage due to the repackaging or relabeling of Norwex products.

**g. Downline Activity Reports:**

Norwex will make activity reports available to Team Builders for the sole purpose of supporting communication and Leadership with their own respective Downlines and the development of their downline organisations. The reports will contain names and sales performance data and other pertinent information for all Consultants in a Team Builder's Downline Network. Consultants agree that such information may be included in the activity reports provided to their Upline. All activity reports and the information contained in the reports are Confidential Information of Norwex pursuant to Section 8(p). In particular, except as expressly permitted by Section 8(p), Consultants must not:

- Directly or indirectly disclose any information contained in any activity report to any third party;
- Use such information to compete with Norwex or for any purpose other than supporting communication and leadership with their own respective downline organisations;
- Encourage or solicit any Consultants or Customers listed in an activity report to alter their business relationship with Norwex;
- Directly or indirectly disclose to any third party the Consultant ID of any Consultant (except that Team Builders may disclose their Consultant ID to applicants they are signing-up for the purpose of identifying such Team Builder to Norwex).

**h. Ethical Marketing:**

Consultants shall safeguard and promote the good reputation of Norwex. Consultants shall at all times conduct their Norwex business in a manner that reflects favourably at all times on the Norwex Products and the good name, goodwill, and reputation of Norwex. Consultants shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to Norwex, the Norwex

products, or the public, including, without limitation, disparagement of Norwex or the Norwex products (as discussed in more detail below). Consultants shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of their independent Norwex business and performance of their obligations under this Agreement, including the marketing, promotion, and sale of the Norwex products. In addition, Consultants shall: (i) not publish or use any misleading or deceptive advertising material regarding Norwex or the Norwex products; (ii) honour the Customer Satisfaction Guarantee with respect to all Norwex products; (iii) not make any statements, representations, guarantees, or warranties regarding the Norwex products that are inconsistent with those set forth in the Consultant Agreement and Norwex marketing materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability or otherwise); (iv) distribute the Norwex products only as shipped by Norwex, unopened and with all documentation, packaging, and other supplemental materials intact; and (v) not alter or modify any Norwex product or packaging, or take any action that affects or could affect the appearance, quality, content or performance of any Norwex product.

#### **i. Customer Order Forms:**

A Consultant must provide their Customer with a copy of their order at the time of the sale. An additional copy is given when the products are delivered. The Norwex Customer order form sets forth certain Customer protection rights afforded under the law. A Consultant is required to inform their Customer that they are entitled to cancel any purchase without penalty or obligation, within 60 days of purchase. A Consultant must retain the original copy of the order form for a period of two (2) years and furnish them to Norwex upon request. Customer Order Forms are available for purchase from Norwex on the Norwex Consultant Office.

#### **Separate NORWEX note to Consultants**

To meet the requirements set by law you must provide each Customer with the following information at the time you sell the Norwex products:

- Norwex's phone number;
- Norwex's fax number;
- Consultant's name;
- Customer's name;
- Customer's address;
- Date contract entered;
- Description of Norwex products;
- An itemised purchase price for the Norwex products;
- Other costs payable by the Customer including GST and shipping and handling charges;
- Detailed statement of the terms of payment;
- Total price under the contract;
- Notice of the Customer's rights of cancellation, in the prescribed form and manner;
- Supply date;
- Any other restrictions, limitations or other terms or conditions that may apply to the supply of Norwex products.

#### **j. Non-disparagement:**

Norwex welcomes constructive input regarding the Norwex program and Norwex products, but negative comments and remarks by Consultants about Norwex, the Norwex products, the Compensation Plan or other Consultants serve no purpose other than to undermine the enthusiasm of other Norwex Consultants and potential Consultants. For this reason, and to set a proper example for newly signed up Consultants, Consultants must not disparage Norwex (or any of its employees, officers, or directors), the Norwex products, the Compensation Plan or other Consultants. The disparagement of Norwex (or any of its employees, officers, or directors), the Norwex products, the Compensation Plan or other Consultants shall constitute a material breach of the Consultant Agreement and may be grounds for termination of a Consultant's Agreement.

#### **k. Security:**

All Consultants must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Customer data. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files or locking up physical files containing confidential information.

#### **I. Reporting Security Breaches:**

Consultants must comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting confidential information or Customer data, the Consultant shall promptly notify the affected Customers and Norwex in writing after becoming aware of such security breach and specify the extent to which Confidential Information or Customer Data was disclosed or compromised and shall promptly comply with all applicable security breach disclosure laws. Consultants, at their expense, shall cooperate with Norwex and affected Customers and use their best efforts to mitigate any potential damage caused by a security breach, including sending notice to the affected individuals, provincial and consumer reporting agencies, if such notification is required by law.

#### **m. Commercial Outlets:**

Norwex is a person-to-person marketing company and as such does not allow the Norwex products to be sold in or otherwise distributed through any retail establishments open or available to the general public. This includes, but is not limited to department stores, health food stores, beauty supply outlets, supermarkets, kiosks, discount establishments, specialty gift shops, or any other business or commercial establishment that is open or available to the general public. No Consultant shall (i) sell, display, or distribute any Norwex Products in or through any such establishment; (ii) sell any Norwex products to any Customer that the Consultant knows or has reason to believe may intend to resell such Norwex products in or through any such establishment; **except those conditions set forth for temporary multi-vendor events in section 8n. of this document;** or (iii) solicit or encourage any third party to sell Norwex products in a retail establishment.

#### **n. Fairs and Trade Shows:**

Subject to the requirements set forth in this section, a Consultant may be permitted to operate temporary booths to promote Norwex products and the Norwex program at fairs and trade shows. When arranging and participating in such an event, the Consultant must comply with the following requirements:

- The Consultant's booth must meet Norwex's advertising and trademark guidelines.
- The booth must be staffed at all times by knowledgeable Consultants.
- The Consultant shall be solely responsible for complying with any insurance requirements imposed by the fair or trade show.
- Each Consultant is responsible for contacting the local authorities regarding any required permits or other documentation with regard to participating in the trade show, fair, or other event. If a permit or other documentation is required, the Consultant must submit a copy of the permit or other documentation to Norwex prior to the event. All Norwex products displayed, used, or sold at such events must be owned by the Consultant that is registered to work the event. No Consultant may display, use, or sell any Norwex products for any other Consultant.

#### **o. Confidential Information and Competitive Businesses:**

The Consultant confirms the Policies and Procedures contain Confidential Information (as defined in Section 2. above), about Norwex. A Consultant shall hold in strict confidence and shall not disclose to any third party any Confidential Information to a third party, nor reproduce or make copies without the written consent of Norwex. A Consultant shall use the Confidential Information only for the purposes of performing their obligations or exercising rights under their respective Consultant Agreement. A Consultant shall limit access to the Confidential Information to only those persons who have a legitimate need to know such information in the performance of Consultant's rights and obligations under her or his respective Consultant Agreement. A Consultant agrees not to disclose any Confidential Information to a third party, nor reproduce or make copies without the written consent of Norwex. A Consultant shall be responsible for the acts and omissions of their respective employees, contractors, and agents with respect to such confidentiality obligations. Notwithstanding the foregoing, a Consultant may disclose the Confidential Information to the extent the Consultant is legally

compelled to do so provided, however, that, prior to any such compelled disclosure, the Consultant promptly notifies Norwex and fully cooperates with Norwex in protecting against or limiting the disclosure of Confidential Information.

Each Consultant further agrees that, during the term of their Consultant Agreement and for a period of one (1) year following termination of the Agreement, the Consultant shall not, directly or indirectly, solicit business from any Customer of Norwex unless the Consultant can prove by credible evidence that such action was done without the use in any way of any Confidential Information.

In order to avoid disruption to Norwex's business, each Consultant agrees that, during the term of their Consultant Agreement and for a period of two (2) years following termination of the Agreement, the Consultant shall not, directly or indirectly, solicit any person employed by Norwex or any Norwex Independent Consultant to become employed or engaged as an independent contractor with any competitive business, program or activity. A business, program, or activity is "competitive" if it involves or is related, directly or indirectly, to (i) the direct sale of products or services by independent contractors or representatives; or (ii) the business of selling microfibre cleaning products or organic personal care products to third parties.

Each Consultant further agrees to not use any aspect of the Norwex program to promote, market, or sell the products, services, or programs offered by any competitive business or to market or sell Norwex products together with the products or services of any competitive business during the term of this Consultant Agreement. Once a Consultant has reached the level of Executive Sales Leader or higher, that Consultant may not participate in any competitive business while their Consultant Agreement is in effect.

Each Consultant agrees that (i) the provisions contained in this section are reasonable and necessary to protect the legitimate interests of Norwex; (ii) Norwex would not have accepted the Consultant's Application in the absence of the Consultant's agreement to such provisions; and (iii) the Consultant's breach or threatened breach of such provisions would cause Norwex irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain and thus making any remedy at law or in damages inadequate. Each Consultant therefore agrees that Norwex shall be entitled, without the necessity of posting of any bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in Section 18(h), enjoining any breach or threatened breach of such provisions and for any other relief such court deems appropriate. This right shall be in addition to any other remedy available to Norwex at law or in equity.

**p. Non-competition and Non-solicitation:**

The Consultant acknowledges that, by virtue of this Agreement, it will be introduced to Customers, prospective Customers, Norwex employees, other Norwex Consultants and other persons, firms or corporations with whom Norwex has or is attempting to establish valuable business relationships. The Consultant agrees that: (a) Norwex has a legitimate interest in protecting these business relationships; (b) the provisions contained in this section are reasonable and necessary to protect the legitimate interests of Norwex; and (c) Norwex would not have accepted the Consultant's Application in the absence of the Consultant's agreement to such provisions.

As a result, the Consultant hereby further agrees that unless Norwex has provided written consent:

- (i) During the term of this Consultant Agreement, the Consultant shall not use any aspect of the Norwex program to promote, market or sell the products, services or programs offered by any third party which sells microfibre cleaning products or organic personal care products ("competitive business") or to market or sell Norwex products together with the products or services of any competitive business within the jurisdiction where the Consultant sells Norwex products;
- (ii) If the Consultant has reached the level of Executive Sales Leader or higher, during the term of this Consultant Agreement and for a period of one (1) year following termination of the Agreement the Consultant shall not directly or indirectly, either individually or in partnership or jointly or in conjunction with, any person or persons, firm, association, syndicate, corporation or partnership, as principal, agent, shareholder, partner, employee, independent contractor or in any other manner whatsoever, carry on or be engaged in or concerned with or have an interest in, or advise or permit the Consultant's name to be used by, any person or persons, firm, association, syndicate, corporation or partnership engaged in or concerned with (a) the direct sale of products or services by independent contractors or representatives; or (b) a competitive business where the Consultant sells Norwex Products (collectively "Third Party Business");
- (iii) The Consultant shall not, for a period of one (1) year, either directly or indirectly, whether individually or in partnership or jointly

or in conjunction with, any person or persons, firm, association, syndicate, corporation or partnership, as principal, agent, shareholder, partner, employee, independent contractor or in any other manner whatsoever, contact, communicate with, call upon (in person, by telephone, electronically or other method of communication) or solicit for the purpose, directly or indirectly of selling products of a Third Party Business to;

- a. Any Customer with whom the Consultant communicated for business purposes during the term of this Agreement;
  - b. Any prospective Customer with whom the Consultant communicated for business purposes during the term of this Agreement; and
  - c. Any Customer in respect of which the Consultant had access to information about that Customer through Norwex.
- (iv) During the term of this Agreement Norwex may terminate this Agreement upon notice if the spouse of the Consultant either individually or in partnership or jointly or in conjunction with, any person or persons, firm association, syndicate, corporation or partnership, as principal, agent, shareholder, partner of in any other manner whatsoever, carry on or be engaged in or concerned with or have an interest on, accepts employment, an independent contractor relationship or any other business relationship with a Third Party Business; and
- (v) During the term of this Consultant Agreement and for a period of two (2) years following termination of the Agreements, the Consultant shall not, directly or indirectly, solicit or induce any employee or Consultant of Norwex (or former employee of Consultant of Norwex whose relationship terminated within one (1) year prior to the effective date of termination of this Agreement) to terminate their relationship with Norwex in order to work with the Consultant for a Third Party Business.

The Consultant agrees the covenants contained in subparagraphs (i) - (v) are each separate covenants (including those set out separately within subparagraph (iii) and if any such subparagraph is void, invalid or unenforceable, such paragraph shall be severed from this agreement and shall not affect or impair any of the other subparagraphs or the balance of this Agreement and the balance of the Agreement shall remain in full force and effect.

The Consultant agrees the Consultant's breach or threatened breach of such provisions would cause Norwex irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain and thus making any remedy at law or in damages inadequate. The Consultant therefore agrees that Norwex shall be entitled, without the necessity of posting of any bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in Section 18(h), enjoining any breach or threatened breach of such provisions and for any other relief such court deems appropriate. This right shall be in addition to any other remedy available to Norwex at law or in equity.

#### **q. Sales in Authorised Countries Only:**

Norwex Independent Consultants are authorised to sign up Consultants only in countries in which Norwex is authorised to do business. Consultants must comply with any and all applicable laws, regulations and requirements for doing business internationally. Due to legal and tax considerations, Norwex products purchased in New Zealand cannot be delivered or sold in any foreign country for the purpose of resale. Norwex products purchased by a Consultant for resale in another authorised country must be purchased from Norwex in such country for delivery within that country. No Consultant may sell, give, transfer, import, export or distribute Norwex products in any country in which Norwex is not authorised to do business. In addition, no Norwex Consultant may, in any unauthorised country (i) conduct sales, Team Building or training meetings; (ii) sign up or attempt to sign up potential Consultants; or (iii) conduct any activity for the purpose of selling Norwex products, establishing a Downline, or promoting the Norwex program in any country in which Norwex is not authorised to do business. (Norwex recognises that personal web sites may be available for viewing worldwide through the Internet and Consultants will not be deemed to be in violation of this section based solely on such availability, as long as they comply with the other provisions of this section.)

Subject to the requirements of this section, the countries in which Consultants are permitted to engage in business activities are the United States, Canada, Australia, New Zealand, Norway, Germany, Sweden, Ireland, United Kingdom, Austria, Malaysia, Latvia, Estonia and Lithuania (the "Authorised Countries"). Consultants must comply with any and all applicable laws, regulations and requirements for

doing business internationally. Due to legal and tax considerations, Norwex products purchased in Australia cannot be delivered or sold in any foreign country for the purpose of resale. In addition, New Zealand Consultants may not physically enter into another authorised country for the purpose of training on Norwex products. (Norwex recognises that personal web sites may be available for viewing worldwide through the Internet, and Consultants will not be deemed to be in violation of this section based solely on such availability, as long as they comply with the other provisions of this section.)

**r. Selling of Marketing, Advertising and Training Material:**

Consultants shall not produce and/or publish any training, marketing or advertising material for the purposes of sale and distribution without express written permission from the company to do so. A Consultant may choose to create marketing material for personal use and team training purposes only. The Consultant may share training and marketing materials with Consultants inside and outside their team providing the Consultant does not receive any form of payment for the said materials unless express written permission is obtained from the Company to do so. Full disclosure for the use of marketing materials must be disclosed to the Norwex Compliance Department upon submission for document approval.

**s. Norwex Communications:**

Norwex will communicate with Consultants via communication channels that include but are not limited to; support ticket, (Norwex's primary form of communication), email, phone, mail and text messaging. A Consultant may elect to unsubscribe or opt out from receiving email communications from the Norwex Home Office. If a Consultant elects to not receive email communications they will not receive notice of incentives, specials, policy changes and a variety of other updates. Therefore, we highly discourage any Consultant from requesting to not receive Home Office emails.

**SECTION 9: TEAM BUILDING AND TRAINING**

**a. Signing Up Other Consultants:**

Consultants may only sign up other persons to become Consultants within Australia or New Zealand, as the case may be.

Referrals are encouraged among Norwex Markets that do not offer Regional Team building.

When a Consultant knows an individual that lives in a Norwex Market outside of their own Regional Norwex Market, and that individual is interested in learning more about the Norwex business opportunity, they may refer that individual by completing a Global Referral form and submitting it to the Home Office. If the referred joins Norwex, the following will apply:

- The Referred Consultant will be assigned to their local Norwex Market. They will not be considered any part of the Referring Consultants organization and therefore do not count towards promotions in title, title requirements or toward any other incentive or award.
- If/when the Referred Consultant becomes Qualified, the Referring Consultant will receive a one-time Norwex Shopping Spree. The amount of the Shopping Spree will be determined by the Referred Consultants Home Office. The Shopping Spree will be awarded one month in arrears.
- If the Referred Consultant does not become Qualified, no award is due
- Both the Referring Consultant and the Referred Consultant must be compliant with all company Policies and Procedures in the Qualification month to be awarded the Shopping Spree.

**b. Responsibilities of Team Builders:**

Team Builders must always present the Norwex Products and the Norwex Program to others in a manner that complies with the Consultant Agreement, including the requirements of Section 8 of these Policies and Procedures regarding business ethics and practices.

In addition, Team Builders are responsible for assisting, motivating, and training their Downlines. Accordingly, Team Builders must:

- Provide assistance, as appropriate, in the sale and delivery of Norwex products to Customers by their Downlines;
- Train and communicate to their Downlines to ensure that their Downline Consultants do not make improper product or business claims, engage in illegal or inappropriate conduct, or otherwise violate the Consultant Agreement;
- Assist, motivate, and train their Downlines by having ongoing contact and communication, which may include the use of newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and training sessions, and inviting their Downline Consultants to Norwex training and orientation meetings; and
- Motivate and train their Downlines regarding Norwex Products, effective sales techniques, the Compensation Plan, and compliance with these Policies and Procedures.

As Consultants progress through the various levels of Leadership in the Norwex Program, they will become more experienced in sales techniques, as well as more knowledgeable about the Norwex products and the program. Such Consultants may be called upon to share this knowledge with less experienced Consultants.

Those who sign up New Consultants widely but do not help New Consultants develop their business organisations usually meet with limited success. Therefore, all Team Builders have a responsibility to work with new Consultants in their Downline, helping them learn the business, and encouraging them during the critical early months.

#### **c. Applicant Rights:**

Norwex strongly encourages any new Consultant to sign up under the Consultant who introduced them to the program. If two Consultants both claim to be the Team Builder of an Applicant, Norwex shall treat the first Consultant Application received by Norwex as the controlling application, and shall designate the Consultant listed as the Team Builder on such application as the Applicant's Team Builder.

#### **d. Line Switching:**

Each Consultant can have only one Team Builder, and no Consultant shall sign up or attempt to sign up any person or Business Entity that has already submitted a Consultant Application to Norwex or any person or Business Entity (or any Business Entity that is controlled by such a person or Business Entity) that was previously a Consultant under a different Team Builder. This practice, known as "Line Switching," is strictly prohibited, as is any attempt to circumvent the prohibition on Line Switching through the use of pseudonyms or assumed names, a spouse's or relative's name, trade names, D/B/As, or business entities. Consultants shall not encourage, offer, or assist any other Consultant in attempting to change Team Builders or Uplines. Under no circumstance shall any Consultant offer or provide any financial or other consideration or incentive to another Consultant in exchange for such other Consultant's agreement to terminate her or his existing Consultant Agreement and rejoin under another Team Builder. Once a Consultant is signed up, Norwex requires that the relationship between the Consultant and the Team Builder be maintained and protected. Norwex Home Office may, in special circumstances, deem it necessary to approve a requested line change for Consultants without a Team Builder or Upline.

#### **e. Online Sign Up Corrections:**

In the event of a New Consultant personally signing up underneath the incorrect Consultant due to not understanding the online sign up process, the New Consultant and both Consultants involved must contact Norwex Home Office via email consenting to the New Consultant being placed under the correct Consultant within 3 business days of joining. The New Consultant will then be placed under the correct Consultant.

## **SECTION 10: ORDERING PROCEDURES**

### **a. General:**

Orders for Norwex Products may only be placed via the Norwex Consultant Office (NCO) site. Following the procedures below will facilitate the processing of orders so that they proceed with speed and accuracy.

## **b. Ordering via the Internet:**

Consultants may place orders through the Norwex website at [www.norwexbiz.nz](http://www.norwexbiz.nz). Norwex generally makes the Norwex website order entry service available 24 hours per day, 7 days a week (other than downtime for maintenance or due to technical problems). For orders placed through the Norwex website, Consultants must log in using their Consultant ID and password to ensure that they are credited for each purchase.

Consultants may use their Norwex Consultant Office Websites to enter orders on behalf of their Customers and pay for such orders using the applicable Customers' credit cards. Alternatively, Consultants may provide their Office Suite.biz websites to their Customers so that they can place orders directly through their Consultant's Websites. As long as Consultants or their Customers use the Consultant's Norwex Biz websites to place the order and use a credit card for payment, the Consultant will receive credit for the purchase, in accordance with the Consultant Agreement.

Consultants shall provide Customers with a contract and the prescribed information for Internet orders, (general contact information for the Consultant, detailed description of product and price, date of contract, cancellation rights, etc.), as set out in the applicable legislation. While Norwex may, from time to time, provide information on required standard, it is the Consultant's responsibility to determine the prescribed information for their jurisdiction. Customers shall have the right to correct error on the contract and to accept or cancel the contract within a 60-day period of receiving the prescribed information.

Should Customers pay for their purchases by cash or cheque, the Consultant is required to deposit the funds or cheque into their accounts and place the orders through their Consultant website or through the Norwex website using their own credit card numbers.

Consultants must order all Norwex products, marketing materials, and business supplies from Norwex or its approved suppliers. All orders are subject to acceptance by Norwex or Norwex' Applicable third-party supplier. Orders for Norwex Products may be placed via the Norwex Website or Consultant Office. All orders are considered final upon submission and cannot be adjusted. It is the Consultants responsibility to verify all order information prior to submission to ensure proper order placement and processing. Consultants are also responsible for providing customers with the necessary information to order from a Consultant's Website and/or link an order to a Norwex Party.

In The event of an issue with the Norwex Order system or performance of the system, Consultants may contact the Consultant Care Centre to report the issue. If after an investigation, Norwex concludes a system error prevented an order from processing as intended, an exception may be made. No exception will be made for any reason that was preventable by the Customer or Consultant. This includes attaching orders to wrong parties, not attaching an order to a party, and/or ordering from the wrong Consultant Website among other things.

## **c. Cutoff Date:**

All orders are credited to a Consultant's account for the period in which they are purchased. In order for a Consultant to be credited for an order in a particular month, Norwex must receive the order with all necessary information (including payment) by 12:00pm (midday). Australian Eastern Standard Time Zone on the first day of each calendar month. For all orders processed via the Norwex website or a Norwex Biz website, the cut off for receipt of orders to be included in sales and bonus calculations for any given month is 12:00pm (midday) Australian Eastern Standard Time Zone on the first day of each calendar month. Norwex shall not be liable for incorrect or incomplete orders.

## **d. Placing Orders Under Another Consultant Identification Number Prohibited:**

Consultants must place all orders using their own Consultant ID. Placement of an order by a Consultant using another Consultant's ID or account is strictly prohibited and constitutes a material breach of the Consultant Agreement.

## **e. Forms of Payment:**

In order to simplify the payment process, facilitate the shipment of orders, and maintain accurate Consultant account records, Norwex requires payment using a Visa or Mastercard only. Norwex does not accept personal cheques.

## **f. Shipping and Handling Charges:**

Shipping and handling charges will be applied on all orders. For full details, refer to the Shipping Policy that can be found on the NCO site.

## **SECTION 11: SHIPMENTS**

### **a. General:**

Nothing in this section 11 affects consumers' rights under the Consumer Guarantee Act 1993 in New Zealand.

After Norwex has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by Norwex. Risk of loss or damage will pass to the ordering Consultant upon Norwex' delivery to the carrier. Orders are shipped between Monday to Friday, excluding public holidays (business days) only and Consultants should allow up to three (3) business days for order processing. To the extent permitted by law, although Norwex uses reasonable efforts to fill all orders, it is not liable for any damages arising from any failure to fill an order or any delay in delivery.

### **b. Receiving Shipments:**

After receiving an order, the Consultant or Customer should promptly and carefully inspect the ordered items to ensure they are complete and undamaged. After inspection, if there is a problem with an order, the Consultant or Customer should:

- Immediately notify the Norwex Consultant Care Centre. If they are not notified within three (3) business days of receiving the order, no claims will be accepted.

Section 12 describes the procedures for returning damaged or defective Norwex products.

### **c. Non-deliverable Orders:**

Unless specified by the Consultant, instructions to the courier companies are "Authority to Leave". The Consultant may request specific "Authority to Leave" instructions, and can do so by editing their shipping details on their Profile page on their NCO site. If the Customer requests "Signature Required", then the collection of the package is to be their responsibility if the delivery cannot be made due to no one being present to sign.

### **d. Out of Stock Items:**

Norwex's inventory control procedures are intended to ensure that shortages of Norwex products rarely occur. However, should an item not be available at the time of an order, the item will be identified as out of stock, and orders will not be accepted for such items. Consultants and Customers will be asked to order another item. Norwex will use reasonable efforts to notify Consultants of the expected future availability of out of stock items.

### **d. Discontinued Items:**

Norwex may at any time discontinue the manufacture and/or sale of any Norwex products, or make any changes in their respective prices, quality, performance, standards, grades, contents, place of origin, or otherwise, in its sole discretion. Norwex will have no liability to any Consultant based on any such discontinuation or change. When an item is discontinued, orders will not be accepted for such items. Norwex will use reasonable efforts to notify Consultants of the date of discontinuance.

## SECTION 12: RETURN PROCEDURES

Nothing in this section 12 affects consumers' rights under the Consumer Guarantee Act 1993 in New Zealand.

### a. General:

A Consultant or Customer who wishes to return Norwex products to Norwex for any reason must complete a Refund, Replacement and Exchange Form (available on the Norwex Consultant Office). The Norwex products are being returned because they are deemed defective, Norwex will refund the cost of postage provided that a copy of the postage receipt accompanies the returned item (only regular postage charges are refundable; express mail or courier delivery charges are not refundable). Norwex will determine, whether any Norwex product returned to it claimed to be defective is defective. Otherwise, the Consultant or Customer is responsible for shipping the Norwex products to Norwex at her or his own expense. Norwex does not accept C.O.D packages. Proper shipping cartons and packing materials must be used in packaging any Norwex products being returned. The risk of loss or damage in shipping shall be the responsibility of the Consultant or Customer for return of products under the Satisfaction Guarantee described below. Norwex will not accept return of any items that were damaged during shipping due to improper packing.

### b. Product Return Policy:

#### Satisfaction Guarantee

In addition to the Consumer Guarantees Act 1993 (New Zealand), if for any reason a Customer or Consultant is not completely satisfied with any Norwex product, the Customer or Consultant may return the unused portion of the product within 60 days from the date of purchase provided that a completed Return Form and a copy of the order with purchase date accompanies the item(s). For Norwex products returned pursuant to this policy, Norwex will:

- Refund the Consultant less the Consultant Discount that was received on the original order. Refunds will be paid bi-monthly into the Consultants bank account that is on file with Norwex. It will then become the responsibility of the Consultant to refund the Customer for the full purchase price. Qualifications and bonuses will be adjusted accordingly; or
- Exchange the returned item for an item of equal or lesser value selected by the Consultant or Customer. The original order will be refunded, and a new order will be submitted, shipping and handling charges will apply.

Products received under the 4 Star Host Reward program are exchangeable only within the 60-day return period. Host gifts cannot be returned unless they were received damaged. No refund or exchange will be given for products received by a Host for free. Items purchased with the Host discount can be exchanged only for other items of equal value.

It is the responsibility of the Consultant to refund the Customer the full price of the product.

Norwex reserves the right to review and terminate any Consultant for excessive return activity.

#### "Cooling off" Period

In addition, Norwex offers Customers a "cooling off period" of 10 days during which they may cancel orders irrespective of whether a payment has been made in full or delivery of the Norwex Products has taken place, provided that the Norwex Products are returned in the same condition as when delivered. The "cooling off period" applies from the date of delivery of the Norwex Products. Any payment for the Norwex Products will be refundable upon the cancellation of the order. Goods returned during the "cooling off" period must be uplifted by the Consultant for return to Norwex at the Consultant's cost. However, should the Customer return the products directly to Norwex at their own cost, Norwex may reimburse this cost at their discretion. A completed Return Form must be sent through to Home Office for any returns to be processed.

### c. Missing Items:

When an item is missing from an order, the Consultant should contact the Consultant Care Centre within three (3) business days of receiving the order. If Norwex determines that the item was not shipped with the original order, it will use reasonable efforts to ship the missing item to the address specified by the Consultant or Customer at no charge within three (3) to five (5) days. Out of stock items may require a longer period.

#### **d. Host Rewards Program:**

Host rewards are not refundable and are exchangeable for the same product only if received damaged or defective.

#### **e. Returns of Unsold Inventory by a Terminating Consultant:**

A terminating Consultant may have the option to return any unsold Norwex products that were purchased from Norwex more than 60 days prior to the date of termination and within one (1) year preceding the date of termination for a partial refund as described in this section if they are unable to sell or use the items. Proof of purchase is required and approval is at the discretion of the Managing Director. A Consultant may only return Norwex products that are current and in salable condition. After Norwex's receipt of the Norwex products, Norwex will refund 90% of the original purchase price of the resalable returned items, less shipping and handling charges. The refund will be credited back to the Consultants bank account that is listed with Norwex. Any returned Norwex products that Norwex determines are not in resalable condition will be shipped back to the Consultant at the Consultant's expense. Bonuses will be adjusted accordingly. For information on Adjustments to Bonuses, refer to Section 13(c).

\*\*Current and salable means any product being offered for sale by Norwex on the date it receives the unsold product from the Consultant, in current packaging and having ample shelf life remaining; the items are unopened and unused; the packaging and labeling has not been altered or damaged; the items and their packaging are in condition such that it is commercially reasonable within the trade to sell the items at full price; and the items are not identified as non-returnable, discontinued, or as seasonal items.

### **SECTION 13: COMPENSATION**

#### **a. General:**

The *Norwex Success Builder* (the "Compensation Plan") is incorporated into and made a part of the Consultant Agreement along with these Policies and Procedures. The Compensation Plan identifies the earning opportunities available to Consultants and sets forth the sales and organisational requirements necessary to earn bonuses. The Compensation Plan is built upon sales of Norwex products to Customers. Consultants who meet certain sales and down line requirements are eligible to earn bonuses as described in the Compensation Plan.

#### **b. Bonus Period:**

Bonuses are calculated on a monthly basis and the Bonus Period ends at 12:00pm (midday AEST) on the first day of each calendar month. Orders received on the last day of a Bonus Period via the Norwex website by 12:00pm (midday AEST) on the last day of a Bonus Period will be included for that Bonus Period's bonus calculation. All orders received after the cut-off date and time will be included in the bonus calculation for the following Bonus Period.

#### **c. Adjustments to Qualifications and Bonuses:**

When a product is returned to Norwex for a refund, the qualifications and bonuses attributable to the returned product(s) will be deducted from the Consultant's qualifications and bonuses as well as any qualifications, bonuses earned by any Upline Consultant. These deductions will be made in the month in which the refund was given. In the event a Consultant terminates and the amount of the bonuses attributable to the returned product(s) has not yet been fully recovered by Norwex, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Consultant. Norwex reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise.

#### **d. Credit Balances and Bonuses:**

Credit Balances on Consultants accounts consisting of Credit Orders (refunds due to Satisfaction Guarantee) and overpayments on orders, will be paid bi-monthly.

Bonuses will be paid monthly by the 7<sup>th</sup> of the month.

## **SECTION 14: TRANSFER OF CONSULTANT AGREEMENT**

### **a. Sale or Transfer of Consultant Agreement:**

A Consultant may not sell, assign, or otherwise transfer their Consultant Agreement without the prior written consent of Norwex. Norwex reserves the right in its sole judgment to disapprove and prohibit any sale, assignment, or transfer of a Consultant Agreement.

### **b. Divorce or Separation of Consultants:**

Consultants who are spouses must operate under a single Consultant Agreement. Upon a divorce or separation, the spouses must do one of the following:

- Either spouse may agree in writing to (i) terminate the Consultant Agreement as it applies to that spouse; (ii) relinquish that spouse's interest in the Consultant Agreement; and (iii) authorise Norwex to pay all bonuses to, and otherwise deal directly and solely with, the non-relinquishing spouse; or
- Notwithstanding the divorce or separation, the spouses may agree to continue to jointly operate under the Consultant Agreement on a "business-as-usual" basis, in which case Norwex will continue to pay all bonuses and otherwise deal with each of the spouses in the same manner as it did prior to the divorce or separation.

Under no circumstances will the Downline of any divorcing or separating Consultant spouses be divided. Similarly, under no circumstances will Norwex split bonus or payments between divorcing or separating spouses.

### **c. Consultants Who Become Spouses:**

Should a Consultant become the spouse of a person who is not currently a Consultant, the Consultant has the option of adding the new spouse to the Consultant's Consultant Agreement. To add a spouse to an existing Consultant Agreement, the spouse must complete and submit a new Consultant Agreement and otherwise meet all applicable eligibility requirements. Should a Consultant become the spouse of a person who is currently a Consultant, the new couple is encouraged, but not required, to work together under a single Consultant Agreement. If one of the Consultants chooses to be added to their spouse's Consultant Agreement, such Consultant must relinquish all right and interest in her or his existing Consultant Agreement. If a Consultant becomes a spouse to a Consultant that he or she personally signed up, the two Consultants may merge their respective Consultant Agreements into a single Consultant Agreement.

### **d. Business Entity Change of Control:**

With respect to any Consultant that is a Business Entity, a "change of control" means the acquisition by any other person or entity or group of persons or entities of a controlling or majority ownership interest in such Business Entity. If Norwex determines in its sole discretion that such a change of control will adversely affect other Consultants or Norwex, Norwex may terminate the Business Entity's Consultant Agreement. Upon any change of control, the surviving Business Entity must continue to meet each of the requirements of the Consultant Agreement, including these Policies & Procedures.

### **e. Death and Incapacity:**

Upon death or incapacity of a Consultant, the Consultant's rights in the Consultant Agreement may be passed to the Consultant's heirs, trustees, or other beneficiaries, provided that arrangements are made to ensure that other Consultants in the applicable Upline, and Norwex are not adversely affected. If Norwex determines in its sole discretion that such a disposition of a Consultant Agreement will adversely affect other Consultants or the business of Norwex, then Norwex may terminate the applicable Consultant Agreement upon the death or incapacity of the Consultant. Appropriate legal documentation must be submitted to Norwex in connection with any transfer of a Consultant Agreement upon the death or incapacity of a Consultant. Accordingly, each Consultant should consult with their attorney to assist in the preparation of a will, trust, or other testamentary instrument that will properly transfer the Consultant's interest.

When the rights under a Consultant Agreement are transferred by will or other testamentary process with Norwex's approval, the beneficiary will acquire the right to collect bonuses generated by the deceased Consultant's Downline, and will otherwise assume all the

rights and obligations of the deceased Consultant under the Consultant Agreement, provided the following requirements are met. The beneficiary must:

- Submit a new Consultant Application and otherwise meet all the eligibility requirements to become a Consultant;
- Comply with the terms and provisions of the Consultant Agreement; and
- Meet all the requirements for the deceased Consultant's level and title.

To effect, a testamentary transfer of a Consultant Agreement upon the death of a Consultant, the successor must provide the following to Norwex:

- An original Certificate of Death;
- A notarised copy of the will or other instrument establishing the successor's right (certified copy of the probate or certified copy of the grant of the letters of administration if there is no will) to the Consultant's Agreement;
- A completed and properly executed Consultant Application;
- Written instructions from the executor/administrator with respect to the transfer; and

Bonuses generated under a Consultant Agreement transferred pursuant to this section will be paid in a single payment jointly to the new Consultant. The transfer will be made to the bank account shown on the financial tab within the profile of the Norwex Consultant Office. If the Consultant Agreement is transferred to joint devisees, they must form a Business Entity, identifying the person responsible for the entity's operation, and otherwise comply with all the requirements for such Business Entity set forth in the Consultant Agreement. Norwex will issue all bonuses to the new Business Entity.

#### **f. Transfer of Consultant Agreement to Spouse or Children:**

A Consultant may transfer his or her rights under a Consultant Agreement to a spouse or child so long as such spouse or child meets all the eligibility and other requirements to become a Consultant. Such transfer shall be subject to the requirements of Section 14(a). The transferee(s) must fulfill the ongoing responsibilities of the transferor Consultant, complete and submit a properly executed Consultant Application, and comply with all terms of the Consultant Agreement, including these Policies and Procedures.

#### **g. Retirement:**

Norwex provides no retirement benefits to Consultants and Consultants are not permitted to assign or transfer their Consultant Agreements upon retirement except as is otherwise permitted under this section.

#### **h. All Other Transfers by Consultants Prohibited:**

Except as expressly permitted by this Section 14 and with Norwex's prior written approval, Consultants shall not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Consultant Agreement or any rights or obligations under the Consultant Agreement. Any purported assignment, sale, transfer, delegation, or other disposition, except as permitted herein, will be null and void. Subject to the foregoing, the Consultant Agreement will be binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

## **SECTION 15: TERMINATION AND SUSPENSION**

#### **a. Effect of Termination:**

Upon any expiration or termination of a Consultant Agreement, the former Consultant shall have no right, title, claim, or interest in the Consultant's Downline or the opportunity to receive any bonuses from sales generated by the Consultant or their Downline following the termination. A Consultant whose Consultant Agreement is terminated will lose all rights to participate in or benefit from the Compensation Plan and Norwex Program. This includes the right to sell Norwex products, act as a Team Builder, use any Norwex Marks or other Norwex marketing materials for any purpose, and the right to receive future bonuses or other income resulting from sales and other activities of

the Consultant's former Downline. In the event of termination, all licenses granted to the Consultant pursuant to the Consultant Agreement shall automatically terminate, and the terminated Consultant agrees to waive all rights, if any, she or he may have, including any property rights, if any, to her or his former Downline and any bonuses, or other amounts derived from the future sales and other activities of such Downline.

Consultants whose Consultant Agreements are terminated shall receive bonuses for the last full bonus periods in which they were active prior to termination (less any amounts withheld during any suspension preceding an involuntary termination, any outstanding balance that may exist on the Consultants' accounts, or any other amounts that may be owed to Norwex).

Norwex will not be liable to any Consultant for damages of any kind solely as a result of terminating a Consultant Agreement in accordance with the Consulting Agreement including these Policies and Procedures, and termination of the Consultant Agreement will be without prejudice to any other right or remedy Norwex may have under the Consultant Agreement or applicable law.

Upon any expiration or termination of the Consultant Agreement, the following sections of these Policies and Procedures shall survive and continue: Section 8(g) (with respect to the confidentiality of Downline Business Reports)' Sections 8(k) and 8(1) (in each case, with respect to any confidential information or Customer data retained by Consultants after termination), Section 8(p), Section 12(e), Section 13, Section 15, Section 16, Section 17 and Section 18.

**b. Re-signing:**

A Consultant who has voluntarily terminated may rejoin as a Consultant by submitting a new Consultant Application. In the event of a re-signing event within 12 months, the Consultant must sign up again under the same Team Builder.

**c. Involuntary Termination:**

In addition to the imposition of any remedial actions by Norwex pursuant to Section 16, Norwex reserves the right to terminate the Consultant Agreement of any Consultant who, in the sole discretion of Norwex, has violated the terms of the Consultant Agreement (including, but not limited to, the provisions of these Policies and Procedures) or for acts or omissions which Norwex reasonably deems to be harmful to the interests of other Consultants or to Norwex. Involuntary termination shall be effective upon Norwex's notice to the Consultant.

A Consultant that has their Consultant Agreement terminated on an involuntary basis may seek reinstatement by submitting a formal written request after being terminated. Norwex, however, reserves the right to reject any such request in its sole discretion. If Norwex accepts the reinstatement request, the Consultant must complete and submit a new Consultant Application that is accepted by Norwex. A reinstated Consultant will have no access or rights to any down line organisation that may have existed under the prior Consultant Agreement.

**d. Cessation of Business:**

Norwex 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.

**e. Voluntary Termination:**

A Consultant has the right to terminate the Consultant Agreement at any time regardless of the reason. At least 7 days' notice of termination must be submitted in writing to Norwex. Notice will not be effective unless received by Norwex. The written notice must include the Consultant's signature, printed name, address, and Consultant number.

A Consultant who terminates the Consultant Agreement on a voluntary basis shall have the right to seek reinstatement to the Norwex program pursuant to the provisions of Section 15(b) above.

**f. Suspension:**

Norwex reserves the right to suspend any Consultant who violates the terms of the Consultant Agreement including these Policies and

Procedures or for any acts or omissions which Norwex deems to be harmful or adverse to the best interest of other Consultants or Norwex. Depending upon the severity of the conduct giving rise to the suspension, the suspended Consultant may be required to forfeit the right to any bonuses that would otherwise have been generated by the Consultant during the suspension period. Norwex will determine the period of suspension and the severity of the sanctions based on the nature of the applicable violation.

## **SECTION 16: REMEDIAL ACTIONS; GRIEVANCES AND COMPLAINTS**

Norwex reserves the right to enforce the terms of the Consultant Agreement, including these Policies and Procedures, and to take remedial action as necessary to preserve the goals and purpose of the Norwex Program. Breach of the Consultant Agreement, including violation of these Policies and Procedures, including any illegal, fraudulent, deceptive, or unethical business conduct by any Consultant may result, in Norwex's sole discretion, in one or more of the following corrective measures:

- (i) Issuance of a written warning and admonition;
- (ii) Requiring a Consultant to take immediate corrective measures;
- (iii) Loss of rights to receive future bonuses;
- (iv) Suspension of the Consultant Agreement;
- (v) Involuntary termination of the Consultant Agreement; or
- (vi) Any other measure or remedy expressly allowed by the Consultant Agreement including these Policies and Procedures.

A Consultant who is subject to the remedial actions described in (iii), (iv) or (v) above may appeal the determination by submitting a letter to Norwex stating the reason(s) why such action should not be taken. To be considered, an appeal must be sent by registered mail and received by Norwex within 20 days from the date on which Norwex sent notice of the remedial action to the Consultant. If a Consultant files a timely appeal, the appeal will be reviewed by a Norwex Compliance Panel consisting of Norwex employees and other Norwex Consultants. Norwex will notify the Consultant of the decision of the Norwex Compliance Panel and such decision shall be final.

In addition, in situations deemed appropriate by Norwex, Norwex may institute legal proceedings for damages, equitable relief, and any other remedies available to it. Norwex may withhold from a Consultant all or part of the Consultant's bonuses earned during the period that Norwex is investigating any impermissible or illegal conduct or breach of the Consultant Agreement including these Policies and Procedures. If a Consultant is terminated for breach of the Consultant Agreement, the Consultant shall not be entitled to recover any bonuses withheld pending the investigation.

## **SECTION 17: WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION**

### **a. Warranty Disclaimer:**

Norwex warrants to Consultants that the Norwex products as and when delivered by Norwex shall be free from material defects. Norwex's sole obligation to Consultant and Consultant's sole and exclusive remedy for breach of this warranty shall be to return any defective Norwex product and receive a replacement or credit as described in Section 12. To the maximum extent permitted by applicable law, Norwex disclaims all other warranties with respect to the Norwex products, the Norwex direct sales program, the Norwex compensation plan and any other subject matter of the Consultant Agreement, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, or completeness of content, results, lack of negligence, or lack of workmanlike effort.

### **b. No Liability for Indirect Damages:**

Notwithstanding anything in the Consultant Agreement (including these Policies and Procedures) to the contrary or any failure of essential purpose, in no event shall Norwex or any of its related parties (as defined in Section 18(h)) be liable to consultant for any special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, including, without limitation, damages for lost profits, lost business, and lost opportunities, however caused, arising out of or related to this agreement or the subject matter of this agreement (including but not limited to the Norwex products, Norwex direct sales program and Norwex Compensation Plan), whether such liability

is asserted on the basis of contract, tort, or other theory of liability (including but not limited to negligence or strict liability), or otherwise, even if Norwex or any of its related parties have been advised of the possibility of such damages.

**c. Limited Liability for Direct Damages:**

To the extent permitted by law, regardless of circumstances and regardless of the action, whether in contract under this agreement or in tort, including negligence or product liability, Norwex's cumulative liability for consultant's direct damages arising out of or resulting in any manner whatsoever from this agreement, including without limitation any uncured material default, breach or failure on the part of Norwex under this Agreement, shall in no event exceed \$100.

**d. Indemnification:**

Each Consultant agrees to indemnify, defend, and hold harmless Norwex (together with its Related Parties (as defined in Section 17(i), agents, other Consultants, stockholders, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of such Consultant's breach or alleged breach of the Consultant Agreement including these Policies and Procedures. Without limitation of the foregoing, each Consultant shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of such Consultant being deemed an employee, agent, or holding any status other than an independent contractor, and such Consultant's tax liabilities.

Norwex warrants to Consultants that the Norwex Products as and when delivered by Norwex shall be free from material defects. Norwex's sole obligation to Consultant, and Consultant's sole and exclusive remedy, for breach of this warranty shall be to return any defective Norwex Product and receive a replacement or credit as described in Section 12. The benefits under Norwex's warranty are in addition to other rights and remedies which are available under the New Zealand Consumer Law.

Where a Norwex Product does not comply with a statutory guarantee the Consultant may be entitled to a replacement or a full refund (including shipping costs) and for compensation for any other reasonably foreseeable loss or damage (in some circumstances).

Without limiting or excluding any remedies under the New Zealand Consumer Law and save to the extent set out in the Consultant Agreement, no other warranties or representations (which are limited to the fullest extent permitted by law), either express or implied by law, are made with respect to the Norwex Products, the Norwex direct sales program, the Norwex Compensation Plan and any other subject matter of the Consultant Agreement, including without limitation, any warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, compatibility, usefulness, quality, uninterrupted provision or completeness of content, results, lack of negligence, or lack of workmanlike effort.

It is agreed that the United Nations Convention on Contracts for the International Sale of Goods 1980 is expressly excluded from any agreement for the supply of the Norwex Products by Norwex to the Consultants. Consultants must not attempt to exclude, restrict or modify other statutory guarantees to which Customers are legally entitled.

**SECTION 18: MISCELLANEOUS**

**a. Severability:**

If any provision of the Consultant Agreement including these Policies and Procedures is determined by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, such provision will be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, will be deemed to be deleted from the Consultant Agreement, and the remainder of the Consultant Agreement and such provisions as applied to other persons, places, and circumstances will remain in full force and effect.

**b. Governing Law:**

The Consultant Agreement for Consultants residing in New Zealand is to be construed in accordance with and governed by the laws of New Zealand without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the

laws of New Zealand to the rights and duties of the parties.

**c. Right to Use Third Parties:**

Notwithstanding anything to the contrary in the Consultant Agreement, Norwex may use Consultants or other contractors in connection with the performance of its obligations and the exercise of its rights under the Consultant Agreement.

**d. Force Majeure:**

Norwex shall not be liable to any Consultant for failure or delay in performing its obligations under the Consultant Agreement if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, or inability to obtain raw materials, supplies, equipment, or power needed to perform under the Consultant Agreement.

**e. Interpretation:**

For purposes of interpreting the Consultant Agreement, (i) headings are for reference purposes only and will not be deemed a part of the Consultant Agreement; (ii) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (iii) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder," and other words of similar import refer to the Consultant Agreement as a whole and not to any particular section or paragraph; and (iv) the words "include" and "including" shall not be construed as terms of limitation, and shall therefore mean "including but not limited to" and "including without limitation."

**f. Entire Agreement:**

The Consultant Agreement, including these Policies and Procedures, the Media Policy and the Compensation Plan constitutes the entire agreement between Norwex and the Consultant, and such agreement supersedes all previous, contemporaneous, and inconsistent agreements, negotiations, representations, and promises between the parties, written or oral, regarding the subject matter of the agreement. There are no oral or written collateral representations, agreements, or understandings except as provided in the Consultant Agreement.

**g. Notices:**

Except as otherwise expressly set forth in the Consultant Agreement, all notices required or permitted by the Consultant Agreement shall be in writing and sent to the party to be notified by registered or certified mail or delivered in person, and shall be deemed effective upon receipt. Notices to a Consultant shall be sent to the address provided by the Consultant on the Consultant Application or subsequently submitted in writing by the Consultant. Consultants residing in New Zealand shall send notices to Norwex New Zealand Limited, PO Box 335, Levin, New Zealand 5540.

**h. Dispute Resolution:**

Any controversy, claim, or dispute of whatever nature arising between a Consultant, on the one hand and Norwex and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Consultant Agreement or the breach thereof, or the commercial, economic, or other relationship of Consultant and Norwex and/or the Related Parties (for purposes of this Section 18(h), each is a "party"), whether such claim is based on rights, privileges, or interests recognised by or based upon statute, contract, tort, common law, or otherwise ("Dispute"), shall be settled through as provided in this Section 18(h).

Any dispute shall be settled exclusively by final, binding arbitration before a single arbitrator in Brisbane, Queensland. The arbitrator shall not have the power to alter, modify, amend, add to, or subtract from any provision of the Consultant Agreement or to rule upon or grant any extension, renewal, or continuance of the Consultant Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however caused.

All communications, whether oral, written, or electronic, in any negotiation, mediation, or arbitration pursuant to this section shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise, or other statement, whether made by any of the parties, their agents, employees, experts, or lawyers, or by the mediator or any JAMS employee, shall also be treated

as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

The costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, the Australian Arbitration Association, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Consultant, on the one hand, and Norwex and any Related Parties involved on the other. The parties shall bear their own legal fees and expenses of negotiation, mediation, and arbitration.

Although the Consultant Agreement is made and entered into between Consultant and Norwex, Norwex's affiliates, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the Consultant Agreement for purposes of the provisions of the Consultant Agreement referring specifically to them, including this agreement to negotiate, mediate, and arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Consultant and Norwex, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.

Any party may seek specific performance of this section, and any party may seek to compel each other party to comply with this section by petition to any court of competent jurisdiction. The pendency of mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the grounds that mediation is pending. The prevailing party in any proceeding enforcing such provisions shall be entitled to the court's order for payment of reasonable lawyer's fees and costs in connection with such proceeding. If any portion of this section is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

Nothing in this section shall preclude any party from seeking interim or provisional relief concerning the dispute, including a temporary restraining order, a preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation, or arbitration.

In the event any portion of the above provisions regarding arbitration are found to be unenforceable, such portion shall be severable from the remainder of the above provisions, which shall remain in full force and effect. Any amendment to this section, or to the Dispute Resolution provision in the Consultant Agreement, shall not apply to (1) a dispute arising prior to the effective date of such amendment; or (2) a Consultant who voluntarily terminates or otherwise declines to participate in the Norwex Program following the effective date of such amendment.

**Version 2.0**

**November 2020**