Norwex®
improving quality of life

USA Independent Sales Consultant Application & Agreement

Consultant Number:

Applicant Information

PLEASE PRINT CLEARLY USING CAPITAL LETTERS

Name (last, first, initial) | SSN | Date of Birth

Mailing Address | City, County, State & Zip Code

e-mail | Phone | Alternate Phone

Shipping Address (If different from above):

Street Address | City, State, & Zip Code

Co-Applicant Information

Name (last, first, initial) | SSN | Date of Birth

Sponsor Information

Name (last, first, initial): Sonya Eckel - Planet Green, LLC | Sponsor's Norwex Consultant number: 12-0059

Business Entity Information (if applicable)

Complete the following if you desire to conduct your business as a corporation, partnership or other legal entity or under an assumed name. Our Business Entity Registration Form must also be submitted with this agreement.

Name of Business Entity | Federal Tax ID Number

Starter Kit

A Norwex Starter Kit is provided to each Norwex Independent Consultant upon enrollment. This kit is provided at no charge to a new Independent Consultant who generates sales of $2000 retail or more during the first 90 days from the date of enrollment. Otherwise, a new Independent Consultant who fails to satisfy this criteria will be billed $200 plus tax and shipping for the Starter Kit. By signing this Application, Applicant agrees to return all brochures, presentation sheets and folders contained in the Starter Kit if she or he resigns or otherwise terminates their Consultant Agreement within one year from the date of enrollment.

☐ I authorize Norwex to charge my credit card for the Starter Kit if I do not meet the minimum $2000 sales requirement in my first 90 days.

○ Master Card ◉ Visa

Credit Card No. | Exp. Date

Cardholder Name (print) | Cardholder Signature

Card Billing Address

Applicant Signature

I certify that I am 18 years of age or older. I have carefully read the terms and conditions of this Agreement, the Norwex Policies and Procedures and Compensation Plan and agree to abide by all terms set forth in these documents. I certify that the information I have provided on this application is correct and acknowledge that failure to provide accurate information may result in the termination of my Independent Consultant Agreement.

Applicant's Signature | Date

Co-Applicant's Signature (if applicable) | Date

Please fax this Application and Agreement to Norwex within 24 hours of completing it to 1-877-622-3620.

Printed in Canada

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Terms and Conditions

As a prospective Norwex Independent Sales Consultant for Norwex USA, Inc. ("Norwex"), I hereby represent my understanding of and agreement to the following terms and conditions:

1. I understand that this application is subject to acceptance by Norwex. Upon acceptance by Norwex, these Terms and Conditions, together with the Norwex Independent Sales Consultant Policies and Procedures (the "Norwex Policies and Procedures"), the Norwex Compensation Plan and the Norwex Advertising and Media Policy, which are incorporated by reference, shall constitute the entire agreement (the "Agreement") between Norwex and myself. I certify that I have read and understand these Terms and Conditions, the Norwex Policies and Procedures, the Compensation Plan and the Norwex Advertising and Media Policy. Any promises, representations, offers or communications not expressly set forth in this Agreement are of no force or effect.

2. I agree to be bound by any changes to these Terms and Conditions, the Norwex Policies and Procedures, the Compensation Plan and the Norwex Advertising and Media Policy that Norwex, in its sole discretion, may announce from time to time. Notification of amendments shall be posted on the Norwex Consultant Service website and become effective 30 days after publication ("Effective Date"). The continuation of my Norwex business or my acceptance of bonuses or commissions after the Effective Date shall constitute my acceptance of any and all amendments.

3. I am an Independent Contractor responsible for my own business. I UNDERSTAND THAT I AM NOT AN EMPLOYEE AND WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. I recognize my own responsibility to pay self-employment tax, federal and state income taxes as required by law and further recognize that Norwex is not responsible for withholding and shall not withhold or deduct any tax from my bonuses or commissions, if any.

4. The term of this Agreement is one year. The Agreement will automatically renew for an additional one year term(s) unless terminated by either party. I understand that I have the right to terminate this Agreement at any time, with or without reason, by submitting written notice of termination to Norwex. I further understand that if this Agreement is voluntarily or involuntarily terminated for any reason, I will permanently lose all rights as an Independent Sales Consultant including but not limited to the right to sell Norwex products and the right to receive commissions and bonuses resulting from my sales activities and the sales activities of my downline organization. In the event of any termination or non renewal, I waive any rights, including property rights, to my downline organization or to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.

5. I understand that I am not an agent of Norwex for any purpose whatsoever. I agree not to do any act that would cause anyone to believe that I am an agent of Norwex.

6. I will not make any statements or representations about Norwex products or the Norwex Compensation Plan other than those contained in official Norwex literature.

7. I will represent the Norwex Sales Compensation Plan fairly and completely, emphasizing that retail sales to ultimate consumers are a prerequisite to earnings and that no recruitment fee can be derived from the mere act of sponsoring other Independent Sales Consultants.

8. I understand that this agreement does not constitute the sale of a franchise, there are no exclusive territories granted to anyone and I am not hereby acquiring any interest in a security.

9. I understand that I may not delegate or sub-contract my duties under this Agreement or engage in third-party sales activities, including transferring of orders.

10. I understand that the terms of this Agreement, including the Norwex Policies and Procedures, are strictly enforced. Violation of any provision may be grounds for termination of my Agreement or other disciplinary action. I understand that I must be in good standing and not in violation of any term of this Agreement in order to be eligible to receive any bonuses or commissions from Norwex.

11. I authorize Norwex to use my name, photograph, video, testimonial, personal story and/or likeness in any Company advertising or promotional materials, including use on the internet, and waive all claims for remuneration for such use.

12. I give Norwex permission to provide my email address and phone number to my sponsor and other upline Consultants .

13. No purchase of any items, other than the Starter Kit (which may be provided free of charge as discussed on the front of this Application) is necessary to become an Independent Sales Consultant. An Independent Sales Consultant who paid for a Starter Kit and elects to terminate this Agreement may return the Starter Kit for a refund provided that (i) the Starter Kit is in its original packaging, undamaged and resalable, and (ii) returned to Norwex within twenty (20) days from the date of termination. If a terminating Independent Sales Consultant has purchased products, Norwex will issue a refund or credit for any products purchased by the terminating Consultant provided that: (i) the products are unopened and returned to Norwex within twenty (20) days from the date of termination; (ii) the Independent Sales Consultant provides proof that he or she purchased the products from Norwex; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (12 month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico. Refunds are also subject to a ten percent (10%) handling fee. Shipping costs are not refundable. "Current and resalable" means any product being offered for sale by the Company on the date it sends or receives notice of the Consultant's termination that is in current packaging and has ample shelf life remaining. A Starter Kit is "resalable" if the complete contents of the kit are returned in the original packaging.

14. I release and agree to indemnify Norwex from all liability arising from or relating to the promotion or operation of my Norwex business and any activities related to it (e.g., the presentation of Norwex products or the Norwex Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

15. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

16. Any cause of action brought by either party to this Agreement must be commenced within one year from the date on which the conduct giving rise to the claim occurred, or the shortest period otherwise allowed by law. The parties further agree that neither party shall be liable for claims for consequential and exemplary damages.

17. Any waiver by either party of any breach of this Agreement must be in writing. Waiver of any breach shall not be construed as a waiver of any subsequent breach.

18. I agree to comply with any Norwex policy including but not limited to the Office Suite (including but not limited to the My Norwex website and Ripple Effect E-Newsletter); further, I agree that all orders generated through the Office Suite will require my confirmation to Norwex within 72 hours in order for me to receive a commission on that sale.

AGREEMENT TO ARBITRATE

THE PARTIES TO THIS AGREEMENT AGREE THAT ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO THE NORWEX COMPENSATION PLAN, NORWEX PRODUCTS OR SERVICES, THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, OR ANY OTHER CLAIMS RELATING TO THE PERFORMANCE OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION IN DALLAS COUNTY, TEXAS PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCATION, WITH EACH PARTY BEARING ITS OWN COSTS. Although this agreement is made and entered into between the Independent Sales Consultant and Norwex, affiliates, owners, members, managers, and employees of Norwex ("Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate. This provision shall not restrict either party from seeking preliminary or permanent injunctive relief in a court of competent jurisdiction, provided, however, that the sole and exclusive venue for any court proceedings shall be in Dallas County, Texas. The parties to this Agreement consent to the exclusive jurisdiction of state and federal courts of Dallas County, Texas for purposes of enforcing any arbitration award or other legal proceedings between them. This agreement to arbitrate shall survive any termination or expiration of this Agreement. The prevailing party in any dispute arising under or relating to this Agreement shall be entitled to recover its reasonable attorney's fees and costs. Louisiana residents may bring an action with jurisdiction and venue as provided by Louisiana law.