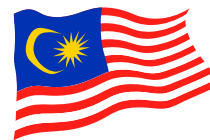


Independent Sales Consultant Agreement – Malaysia



For use by the recruiting Norwex Independent Sales Consultant only.
Details to be entered through Norwex Consultant Office at www.norwex.my.

Norwex Malaysia Sdn. Bhd.
Lot 7-1, 7-2, UOA Business Park
1 Jln Pengaturcara U1/51A
Seksyen U1, 40150 Shah Alam
Selangor, Malaysia



Consultant Information

PLEASE PRINT CLEARLY USING BLOCK CAPITALS

Name	Date of Birth (DD-MM-YYYY)
Address	NRIC number
E-Mail	Mobile Phone

Business Entity Information

(if applicable)

Name of Business Entity	Company Registration No.
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Recruiting Consultant

Consultant Name	Consultant ID
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Starter and Upgrade Kit

The Starter Kit is a mandatory purchase on sign up as a Norwex Independent Sales Consultant.

- ☒ Starter Kit ☐ I wish to purchase the Upgrade Kit.
- ☐ I agree to the processing and storage by Norwex of my personal data for the purpose of fulfilling my order and supplying goods to me in accordance with applicable law. Please find further information at Norwex.my.

This agreement is subject to the terms and conditions of Norwex Malaysia Sdn. Bhd.

Payment Details

Payment Details are added by you when entering your enrolment either through the personal website of your recruiter, or by your recruiter through their Norwex Consultant Office. Please check with your recruiter for further details.

Date:
Applicant's Signature:



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Norwex Malaysia Sdn. Bhd.
Lot 7-1, 7-2, UOA Business Park
1 Jln Pengaturcara, U1/51A
Seksyen U1, 40150 Shah Alam
Selangor, Malaysia

All Rights Reserved.
590300 042019

Independent Sales Consultant Agreement – MY

This is an Agreement between Norwex Malaysia Sdn. Bhd. (1245667-T) ("Company") and the new Consultant whose name appears on the front of this form.

The Parties agree that:

CONTRACT DOCUMENTS

1. This document, the Success Builder (the "Plan"), the Norwex Malaysia Consultant Policies and Procedures, Media Policy, and the Privacy Policy (the "Policies") constitute the entire agreement between the Company and the Consultant and no representations or warranties have been made or given by the Company or any of its representatives to the Consultant other than those set forth in this Agreement. Subject to clause 17, the terms of this Agreement can only be varied by written agreement of the Parties.

INDEPENDENT CONTRACTOR STATUS

2. The Consultant is an independent contractor in business on his/her own account and is not, and will not hold out to be, an employee or agent of the Company for any purpose whatsoever and will not hold out to be otherwise and the Consultant is not authorised to bind the Company in any way. The Company shall not be responsible for any sick leave, taxation or similar matters, and accepts no responsibility for the procuring, establishment of or the payment for any social security insurance under the Social Security Organisation, any workers compensation insurance or other insurance coverage, any contribution to the Employees Provident Fund or any superannuation in respect of the operations of the Consultant under this Agreement (the "Activities").

3. The Consultant agrees to pay all taxes and maintain insurance coverage which may be required in connection with this Agreement, and maintain and retain accounting and other records in accordance with all applicable taxation laws.

4. The Consultant will bear all costs and expenses incurred in connection with the Activities and keeps the Company indemnified against all actions, proceedings, liabilities, claims, damages, losses, costs and expenses arising out of or in any way relating to the Activities, except such as relate to the inherent quality and fitness of the Company's products (the "Products") for which the Company is responsible.

5. The Consultant may at her/his own expense engage others to conduct, or assist in conducting the Activities as she/he may from time to time think fit, provided that any such persons are of a character and appearance which will not cause the reputation of the Company to suffer. Any appointment of this nature shall not detract from the Consultant's requirement to comply with her/his obligations under this Agreement.

6. The Consultant agrees that this Agreement provides no guarantee of income, nor is there a guarantee by the Company of success or profit.

7. The Consultant agrees to seek their own independent advice in relation to their taxation position. The Consultant is responsible to pay their own taxes.

8. Norwex consultants titles and status will follow the specific requirements as laid out in the Success Builder Plan. Once an account has been closed, and you still wish to be a Norwex Consultant, a new Consultant Application must be submitted. More details are available in the Policies and Procedures.

SALES

9. The Consultant receives Retail profit on the products they resell to their Customers at the Recommended Retail Price (RRP) as laid out in the Plan.

10. This is not a contract for the supply of services or the performance of any work by the Consultant.

11. The Consultant agrees to sell the Products in such manner as she/he deems fit, with the exception of retail establishments, retail environments, online platforms such as Amazon, eBay, Lazada and similar. Should the Consultant choose to sell online, it may only be through their Norwex Office Suite website. The Company has found that success is best assured by following the suggestions made in training and other documents made available to the Consultant from time to time by the Company.

12. The Consultant agrees to represent the Product guarantees accurately and to honour such guarantees as appropriate when providing service to customers.

13. The Consultant shall make every effort to uphold Company values and shall not disparage or denigrate the Company, the Products or personnel associated with the Company at any time, but will present the Company, the Products and information in a truthful manner in accordance with information provided by the Company.

14. The Consultant agrees to hold the Company harmless from any damage which may result from presentation of the Company's products, or sales opportunities in a manner which is not truthful or forthright.

15. The Consultant understands that training and development is beneficial to the operation of her/his business, and that the Company will offer training and development to the Consultant from time to time.

16. The Consultant shall fairly represent the Products and the Plan and shall not make any exaggerated or untrue claims with respect to the Products or the Plan which may be contrary to any Malaysian laws, in particular the Consumer Protection Act 1999, the Trade Description Act 2011 or other relevant statutes.

17. The Consultant agrees to abide by all laws governing the operation of the Company's business including all Federal and State laws, including Codes and Standards or other regulations governing marketing to customers. The Consultant agrees to operate in an ethical and lawful manner. The Company is a member of the Direct Selling Association of Malaysia ("DSAM") and the Consultant undertakes to comply with the DSAM Code of Conduct.

ORDERS

18. The Consultant agrees that each order (and accompanying documentation) submitted by the Consultant to the Company must be correct. If the Consultant's orders (or accompanying documentation) are incorrect the Consultant authorises the Company to credit or debit her/his billing account as necessary. Acceptance by the Company of an order is always subject to availability.

19. The Consultant agrees that she/he is an independent contractor for the Products pursuant to the Plan and will receive benefits only in accordance with the Plan. The Consultant understands and agrees that the Plan and the Policies are both subject to change, from time to time, upon notification from the Company and agrees that the continued sale of Products by the Consultant confirms his/her agreement to the changes. The Consultant acknowledges receipt of the Plan and the Policies.

20. The Consultant will not receive, nor be entitled to receive, any financial rewards from the mere act of enrolling other persons as Consultants of the Company.

21. The Company will provide compensation in accordance with the Plan only on orders paid in full.

PRIVACY

22. The Consultant must handle personal information the Consultant collects or has access to as a result of this Agreement in a manner which is fair, lawful and in accordance with the Personal Data Protection Act 2010, including complying with any direction from the Company about how to handle, collect, store or use personal information.

23. The Consultant must only use or disclose personal information for the purpose of fulfilling its obligations under this Agreement or as instructed in the Policies or by the Company.

24. The Consultant will co-operate with the Company in resolving any complaint alleging a breach of the Privacy Policy and in providing access to any record of personal information following a request by an individual.

25. The Consultant must take appropriate steps to protect personal information including preventing unlawful use or disclosure or loss or destruction of such information.

26. The Consultant will assist the Company to discharge its obligations under the Personal Data Protection Act 2010 at the Company's request including by providing a notice and consent to individuals, in a form provided by the Company from time to time or as set out in the Manual at the time of collecting personal information.

27. The Consultant agrees that personal information which the Company collects for the purposes of making payments to the Consultant, determining the Consultant's eligibility for prizes and awards, evaluating the various programs, planning and sales development shall be provided to the Consultant's various Managers and other Consultants, to Company management and sales development personnel, and may be retained by the Company for those purposes or in other ways which benefit the Company and sales of the Products. The Consultant consents to the use of personal information for all of the aforementioned purposes and to the sharing of personal information with other Company Consultants and Managers and/or companies within the Norwex group of companies. Personal information may be sent overseas to other Norwex group companies and third party suppliers.

28. The Consultant's personal information will be accessible by contacting the Head Office of the Company and the Consultant may change or correct any incorrect personal information by contacting the Head Office for that purpose. The Norwex Privacy Policy can be accessed at www.norwex.my.

CONFIDENTIAL INFORMATION

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

TRADEMARKS, LOGOS ETC.

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

TERM AND TERMINATION OF AGREEMENT

31. The Consultant has a 10 day cooling-off period from enrolment. Within that time frame the Consultant may cancel their membership, and refund any money paid under this Agreement by serving a notice before the expiry of the 10 day cooling-off period.

32. The parties agree that this Agreement will commence on its date of execution and will continue until terminated by either the Company or the Consultant in accordance with the termination provisions set out in this Agreement. The Consultant acknowledges that, without limitation, the Company may, at any time and for any reason terminate this contract by giving the Consultant 7 days' notice. This shall not limit or prejudice the Company's rights under this Agreement or otherwise, including the Company's right to terminate this Agreement immediately following gross misconduct by the Consultant, or serious breach of this Agreement by the Consultant. The Consultant may terminate this Agreement by giving the Company 7 days' notice.

33. On termination, cessation or otherwise of this Agreement, or otherwise as demanded or requested by the Company, the Consultant must immediately deliver to or as directed by the Company all information or other property, materials or data of or belonging to the Company, and anything created or produced by the Consultant in performing the Activities or that relates to the business, affairs, clients, staff or otherwise of the Company.

34. In the event of termination or resignation of the Consultant, the Company will buy back all the marketable Products (provided the Products are in new, unused or original condition) sold to the Consultant within the previous six months at a price not less than 90% of the total amount paid by the Consultant for the Products.

35. Notices will be validly given by the Company to the Consultant under this Agreement if given (including by electronic means) to the address set out on the Consultant Agreement Application or the address most recently advised to the Company.

OTHER

36. If the Consultant has reached the level of Executive Sales Leader or higher, then during the term of this Consultant Agreement and for three (3) months following termination of this Consultant 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 my name to be used by, any person or persons, firm, association, syndicate, corporation or partnership which is a Competitive Business.

37. This Agreement may not be transferred or assigned by either party.

38. This Agreement shall be governed by the laws of Malaysia, which will be the relevant jurisdiction in the event of disputes between the Consultant and the Company.

39. The Consultant agrees that if any provision or part of a provision of this Agreement is held to be unlawful, invalid, unenforceable, void or in conflict with any law, statute or regulation, the legislation and validity of the remainder of that provision and all other provisions shall not be affected and shall remain valid and enforceable.