

Serial No.



# Cosway New Zealand Ltd Independent Business Owner Registration Form

Unit 3, 24 Bishop Dunn Place  
Botany South, 2013 Auckland  
New Zealand  
Tel: 64 9 253 9878  
Fax: 64 9 253 9879

Introducer ID:

Introducer Name:

## APPLICANT INFORMATION

Individual:

First Name	
Last Name	

Male  Female

IRD No:

Date of Birth:

Day   Month   Year

Company / Partnership / Trust Name:

Company  Partnership  Trust

## GST INFORMATION

Do you file for GST?  Yes  No

GST No:

## CONTACT INFORMATION

Street Address

*This is your residence and default  
correspondence & mailing address.*

Suburb:

City:

Postcode:

Contact Phone:

(Day)

(Mobile)

Area Code                      Numbers only (No bracket, hyphen or dash)

Email Address:

## BANK DETAILS

Bank Name (New Zealand bank only):

Bank Account Number:

*Please note that bank account holder's name must be IDENTICAL to the applicant's name.*

- I have read and agreed to be bound by Cosway New Zealand Ltd Independent Business Owner Terms & Conditions document and Statement of Policies and Procedures document.
- I understand that Cosway New Zealand Ltd reserves the right to accept or reject this application.
- All fields must be COMPLETELY filled in or the application will be rejected.
- You will need to pay a registration and subscription fee of \$75. This amount consists of a one-time registration fee and 1<sup>st</sup> year annual access fee to the Business Ownership Support System – B.O.S.S. To renew your membership, pay \$60 on your anniversary month and your membership will be extended for the next 12 months.

Signature of Applicant: \_\_\_\_\_

Date of Application: \_\_\_\_\_

### FOR OFFICE USE ONLY

MEMBERSHIP NO.		DATE PROCESSED	
STORE CODE		RECEIPT NO	

#### 1) Requirement to Become an Independent Business Owner

To become an eCosway Independent Business Owner, each applicant must:

- a) Be of the age of majority in his or her country of residence;
- b) Pay the Registration Fee and Annual Access Fee; and
- c) Submit a properly completed Independent Business Owner Application and Agreement to eCosway.

The Company reserves the right to reject any Independent Business Owner Application without cause or explanation.

#### 2) Independent Business Owner Benefits

Once an Independent Business Owner Application and Agreement has been accepted by eCosway, the benefits of the Profit Plan and the Independent Business Owner Agreement are available to the new Independent Business Owner. These benefits include the right to:

- a) Utilize eCosway's Business Ownership Support System (B.O.S.S.);
- b) Participate in the eCosway Profit Plan (and receive earnings, if eligible);
- c) Introduce other individuals as VIP Shoppers or Independent Business Owners into eCosway, build a business network and benefit from the eCosway Profit Plan;
- d) Receive periodic eCosway literature and other eCosway materials;
- e) Participate in eCosway sponsored support services, training and motivational functions, upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programs sponsored by eCosway for its Independent Business Owners.

#### 3) Renewal of Your eCosway Business

The term of the Independent Business Owner Agreement is one year from the month of its acceptance by eCosway. Independent Business Owners must renew their Independent Business Owner Agreement each year and pay an annual access fee as determined and announced by eCosway, on or before the anniversary month of their Independent Business Owner Agreement. If the annual access fee is not paid on or before the expiration of the current term of the Independent Business Owner Agreement, the Independent Business Owner Agreement will be cancelled.

#### 4) Adherence to the eCosway Profit Plan

Independent Business Owners must adhere to the terms of the eCosway Profit Plan as set forth in official eCosway material. Unless an Independent Business Owner has received express written approval from eCosway, Independent Business Owner shall not offer the eCosway opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official eCosway material. Independent Business Owners shall not require or encourage other current or prospective Independent Business Owners or Shoppers to participate in eCosway in any manner that varies from the program as set forth eCosway material. Independent Business Owners shall not require or encourage other current or prospective Shoppers or Independent Business Owners to execute any agreement or contract other than official eCosway agreements and contracts in order to become an eCosway Independent Business Owner.

#### 5) Excess Inventory Purchases Prohibited

eCosway strictly prohibits the purchase of merchandise in unreasonable amounts primarily for the purpose of qualifying for earnings or advancement in the Profit Plan. Independent Business Owners may not purchase more inventory than they can reasonably resell or consume in a month nor may they encourage others to do so.

#### 6) Unauthorized Claims and Actions

##### 6.1) Indemnification

An Independent Business Owner must not make any verbal and written statements made regarding eCosway merchandise, and the Profit Plan which are not expressly contained in official eCosway material. Independent Business Owners agree to indemnify eCosway and eCosway's directors, officers, employees and agents, and hold them harmless from any and all liability including judgments, penalties, refunds, legal fees, court costs, or loss of business suffered by eCosway as a result of the Independent Business Owner's unauthorized representations or actions. This provision shall survive the termination of the Independent Business Owner Agreement.

##### 6.2) Advertising

Independent Business Owners shall not use the name, eCosway, any of its trademarks or the names of any of its partners, banks, subsidiaries, etc. in any advertising material without explicit written permission from the Company. This includes website names, email names, blog names, instant message names, etc. Independent Business Owners must submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for prior approval.

#### 7) Conflicts of Interest

eCosway Independent Business Owners are prohibited from any actual or attempted introduction or enrollment of eCosway Independent Business Owners for other network marketing business ventures (except eCosway), either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures (except eCosway) to any eCosway Independent Business Owner, or implicitly or explicitly encouraging any eCosway Independent Business Owner to join other business ventures. Because there is an extreme likelihood that conflicts will arise if an Independent Business Owner operates two network marketing programs, it is the Independent Business Owner's responsibility to first determine whether a prospect is an eCosway Independent Business Owner before introducing or enrolling the prospect for another network business venture.

#### 8) Cancellation and Re-application

An Independent Business Owner may cancel his or her eCosway business if he or she remains inactive (i.e. no purchases of eCosway merchandise for resale, no sales of eCosway merchandise, no new enrollment of Independent Business Owners or Shoppers, no attendance at any eCosway functions, or participation in any other form of Independent Business Owner activity) for three (3) full calendar months. Following the three-month period of inactivity, the former Independent Business Owner may reapply under a different branch.

The prescribed fees are generally not refundable upon cancellation of the Independent Business Owner Agreement. However, a refund of the prescribed fees will be allowed provided that the cancellation is effected within fourteen (14) calendar days from the date of enrollment and fulfills the conditions as stipulated in the eCosway Statement of Policies and Procedures.

#### 9) Compliance with National or Local Laws

Independent Business Owners shall comply with all provinces and state laws in the conduct of their businesses. If an Independent Business Owner has violated the terms and conditions during his/her business execution and result in any damage or loss to the third party, the Independent Business Owner shall be fully responsible to indemnify any loss of business suffered by the Company.

In addition to the above, I agree to be bound by any and all of eCosway's Policies, Procedures and Terms & Conditions, as an eCosway Independent Business Owner or Privileged Shopper. I understand that eCosway reserves the right to change its policies at any time. If I continue my Independent Business Ownership after a change, I agree that I have consented to be bound by the new policies.

#### 10) Bank Charges

For profit to be deposited into Independent Business Owner bank account, bank will charge a minimum handling fee. This bank charges will be borne by Independent Business Owner and it will be deducted from your profit payout.

#### 11) Errors or Questions

If an Independent Business Owner has questions about or believes that any error has been made regarding earnings, Business Status Reports, or charges, the Independent Business Owner must notify eCosway in writing via email within 60 days of the date of the purported error or incident in question. eCosway will not be responsible for any errors, omissions or problems not reported within 60 days.

#### 12) Income Tax

Each Independent Business Owner is responsible for paying national, federal, state, provincial, territorial or local taxes on the income generated as an Independent Business Owner.

#### 13) Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by an Independent Business Owner may result, at eCosway's discretion, in one or more of the following corrective measures:

- 13.1 If any eCosway Independent Business Owner is caught and/or proven guilty of disparagement, or violating / breaching any of these Policies and Procedures, the Company reserves the right to move or restructure that Independent Business Owner's network.
- 13.2 The company reserves the right to make any necessary re-arrangements and amendments to the Independent Business Owner's network structure if the Company deems that it has been moved or restructured incorrectly.
- 13.3 Besides the aforesaid rights, the Company also has the right to take legal action (including but not limited to, criminal lawsuits and damage compensation requests) against any Independent Business Owner who breaches any of the Policies and Procedures.

#### 14) General

eCosway may at its own unfettered discretion and from time to time amend the above stated Profit Plan, Policies and Procedures as deemed necessary without prior notice to the Independent Business Owner.