



Independent Business Owner (IBO) Application and Agreement

Note: If you are a resident of Jersey, Guernsey, Isle of Man or the Republic of Ireland (postcode starting with JE, GY, IM or D), you are not allowed to register as an Independent Business Owner due to legal restrictions.

New Applicant Upgrade Applicant

A) Sponsor's Information

ID Number:	Name: _____ (First Name) (Last Name)
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B) Applicant's Information

Registration Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Ltd <input type="checkbox"/> Partnership <input type="checkbox"/> Trust	
Name: _____ (First Name) (Last Name)	Date of Birth: <input type="text"/> - <input type="text"/> - <input type="text"/> (Day) (Month) (Year)
Business Name*: _____ (for new applicants only)	
Company Registration Number: <input type="text"/>	VAT Registration Number: <input type="text"/>
*Assumed Names, Corporations, Limited Liability Companies, Partnerships, or Trusts -- If you are a sole trader trading as an assumed name, or your business will be owned by a Plc, Ltd, Partnership, or Trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Addendum Form and submit to eCosway through your Message Centre within 14 days of the date of the Application and Agreement.	
VAT Registration Number -- If you are VAT registered, in order to complete the enrollment process, you will need to submit a copy of your current VAT Registration Certificate through your Message Centre within 14 days of the date of this Application and Agreement. Cosway (UK) Ltd will verify the validity of your VAT registration. Please note that eCosway will be unable to issue any payments due to you until such time as the copy VAT Registration Certificate is received and verified.	

Note: For VIP Shopper Upgrade Applicant who intends to change to a Business Name, please fill in and submit (i) Membership Transfer Inquiry Form, (ii) Business Entity Addendum Form, (iii) Certificate Incorporation, and (iv) VAT Registration Certificate through your Message Centre.

C) Contact Information

Address: _____ _____ _____ City: _____ County: _____	Email Address: _____
	Mobile Number: <input type="text"/>
	Home Number: <input type="text"/>
	Post Code: <input type="text"/>

D) Registration Fee

Total Registration Fee*	£ 60.00 (inclusive of VAT @ 20%)
* Payment Mode: Cash OR Credit Card	

I/we hereby apply to become an eCosway Independent Business Owner ("IBO"). I/we confirm that the information above is correct and that I/we am/are at legal age of 18 years or above to enter into this Agreement. My/our signature(s) certifies that I/we have read and agree to abide by this Application Form, the terms and conditions, Policies and Procedures and the Profit Plan (and if applicable the Store Operator Agreement), each of which documents (as amended from time to time) is hereby incorporated into this Agreement ("the" or "this Agreement") before signing the Application Form. I/we understand that there is no requirement beyond the receipt by Cosway (UK) Limited ("eCosway") of this Agreement and the purchase of the eCosway starter kit and Business Ownership and Support System ("BOSS") subscription to become an IBO, and that any purchase of product, sales aids, and literature is strictly voluntary. I/we also understand that if I/we chose to sponsor others to participate in the eCosway business opportunity, I/we will not receive any compensation whatsoever for the act of sponsoring or recruiting.

I/we agree that eCosway may retain and process the personal information given by me/us to eCosway for purposes including the calculation and payment of marketing commissions payable and performance of the eCosway business. eCosway may record this information manually and/or electronically and will be the data controller for this information. eCosway may disclose and transfer such personal information to other members of the eCosway group of companies which are situated inside and outside of the European Union for the purposes of eCosway business. These persons may be situated in countries that do not have laws to protect personal information. Details of the companies and countries involved will be provided on request. I/we also acknowledge that eCosway may disclose this information to other IBOs as part of the eCosway IBO database (which shall mean the information held by eCosway relating to its IBOs which at eCosway's option may include but is not limited to its relationships with each of its IBOs, sponsorship of each IBO, the IBO's upline and downlines and historical purchasing information for each IBO). I/we hereby consent to eCosway retaining, processing and disclosing the information referred to as set out above.

Cosway (UK) Limited is the promoter of this trading scheme in the United Kingdom; the products supplied under this scheme are personal care products supplied by eCosway and such other products or services as eCosway may market from time to time ("the Products"). Sales of these Products are made by IBOs, who participate in the scheme as retailers, introducers and/or order takers.

There is no financial obligation on the IBO during the period of twelve (12) months from the commencement date of the Agreement except a payment of £60 for subscription to the IBO Business Ownership Support System ("BOSS") including eCosway starter kit and on the anniversary of this Agreement to pay the annual BOSS subscription of £30. The IBO has a free choice of whether or not to purchase any Products under this trading scheme.

1. It is illegal for a promoter or participant in the trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.
2. Do not be misled by claims that high earnings can be easily achieved.
3. If you sign this contract, you have 14 days in which to cancel and get your money back.

Applicant's Signature
Date:


AL CHUAH'S SIGNATURE
on Behalf of the Company
Date:

FOR OFFICE USE ONLY			
Date Received:		Received VAT Reg Form:	<input type="checkbox"/> Yes Date: <input type="checkbox"/> No
		Received Business Entity Addendum Form:	<input type="checkbox"/> Yes Date: <input type="checkbox"/> No
Member ID:	UK <input type="text"/>	Reminder to clip a copy of registration invoice together with the office copy	

Independent Business Owner Terms and Conditions

1. I/we understand that as a Cosway (UK) Limited ("eCosway") Independent Business Owner ("IBO"):

- a. I/we have the non exclusive right to introduce VIP Shoppers and IBOs to shop at the eCosway stores and website in accordance with the terms of the Agreement as defined in these Terms and Conditions.
- b. I/we have the non exclusive right to enrol persons in eCosway and to promote the eCosway business opportunity in the United Kingdom; and
- c. If qualified, I/we have the right to earn commissions pursuant to the eCosway Profit Plan.

No purchase or investment is necessary to become an IBO other than the annual payment for subscription to the IBO Business Ownership Support System ("BOSS") including eCosway starter kit. I/v hereby acknowledge that the purchase of any products, services, promotional or sales aid literature or attendance at any eCosway sponsored business opportunity training is entirely optional. I/we understand that I/we may only make or agree to make payments to or for the benefit of eCosway to the value of £200.00 including VAT (includes registration, product purchase and shipping fee) during seven (7) day period after entering into the Agreement.

I/we understand that eCosway IBOs are not guaranteed any specific amount of earnings and that any earnings and success will depend upon the sale of eCosway products, the acquisition of customers for eCosway products and the acquisition of customers and sale of products by other eCosway IBOs in my/our network.

2. By submitting my application form to eCosway, my application is subject to accept, reject, or attached condition with its acceptance of this Agreement.

3. I/we agree to present the eCosway Profit Plan and eCosway products and services only as set forth in official eCosway literature.

4. I/we will not use eCosway or Cosway trade marks, trade names, slogans, symbols, and colour scheme without eCosway's written permission except in the marketing materials and promotional materials provided or sold to me/us by eCosway.

5. If I/we sponsor other IBOs, I/we understand and agree that I/we must use my/our best efforts to provide, on an on-going basis, bona fide support and training of sponsored IBOs and their network which shall mean such activities as ongoing contact, communication, encouragement and support of his/her organisation including, but not limited to, providing information and training to sponsored IBOs in connection with the legislative and regulatory requirements to be complied with in the United Kingdom.

6. I/we agree that as an eCosway Independent Business Owner I/we am/are an independent contractor, and not an employee, partner, legal representative or franchisee of eCosway. I/we are not authorised and will not incur any debt, expense, obligation, or open any bank account on behalf of, for, or in the name of eCosway. I/we agree that I/we will be solely responsible for paying all expenses incurred me/us, including but not limited to travel, food, lodging, secretarial, office, telephone and other expenses. eCosway is not responsible for withholding, and shall not withhold or deduct from my/our bonuses and commissions, if any, national insurance, social security, or taxes of any kind. I/we understand that I/we am/are responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to my/our eCosway business. Further, as an independent contractor I/we agree to:

(a) abide by any and all laws, rules and regulations, pertaining to the Agreement (and in particular the Trading Schemes Regulations 1997 and the Consumer Protection from Unfair Trading Regulations 2008) and/or pertaining to the promotion of eCosway products and/or services; and

(b) at my/our expense, make, execute or file, all reports and obtain all licences (including if applicable, VAT registration) as are required by law or public authority with respect to the Agreement, the sale of eCosway products and/or services and/or the promotion of the eCosway business opportunity.

In the event that eCosway is required to pay VAT on any payments due to me/us under the Profit Plan or otherwise, eCosway reserves the right or otherwise (subject to any necessary approvals) to self bill for such sums, in which event VAT shall only be paid to me/us as an IBO if I/we am/are registered for VAT and I/we provide eCosway with a copy of my/our VAT registration certificate.

If having been registered, I/we become de-registered for VAT voluntarily or due to my/our turnover falling below the VAT threshold applicable at the relevant time or otherwise, I/we agree to notify eCosway in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. If eCosway is obliged or liable to make any payment of VAT to the tax authorities as a result of my/our failure to notify eCosway of de-registration for VAT then I/we acknowledge and agree that eCosway shall be entitled to recover from me/us the amount of such VAT by deduction from my/our account with eCosway or by any other means available to eCosway from time to time.

7. I/we have carefully read and agree to comply with these Terms and Conditions, the eCosway Policies and Procedures, the eCosway Profit Plan (and if applicable the Store Operator Agreement), each of which are incorporated into and made a part of the Independent Business Owner Agreement (these four documents along with the Independent Business Owner application shall be collectively referred to as the "Agreement"). I/we understand that I/we must be in good standing and not in breach of the Agreement to be eligible for bonuses or commissions from eCosway. I/we understand that the Agreement any document incorporated into the Agreement may be amended at the sole discretion of eCosway, and I/we agree to abide by all such amendments. Notification of amendments shall be posted on eCosway's website and shall become effective 7 days after publication except in the case of changes to my/our financial obligations as an IBO in which case eCosway will give no less than 60 days notice before such changes shall become effective. The continuation of my/our eCosway business or my/our acceptance of bonuses or commissions shall constitute my/our acceptance of any and all amendments.

8. The term of the Agreement is one (1) year from the date of its acceptance by eCosway (subject to earlier cancellation pursuant to the Policies and Procedures, or if it is otherwise terminated for any reason). The Agreement shall expire if I/we fail to submit my/our annual renewal application on renewal the annual BOSS subscription is payable. I/we understand on termination for whatever reason or non-renewal that I/we will permanently lose all rights as an IBO and thereafter I/we shall not be eligible to introduce VIP Shoppers and IBOs; nor shall I/we be eligible to receive commissions, bonuses, or other income resulting from the activities of my/our former downline network. In the event of termination or non-renewal, I/we waive all rights I/we have, including but not limited to property rights, to my former downline organisation and to any bonuses, commissions or other remuneration derived through the sales and other activities of my/our former downline organisation. eCosway reserves the right to terminate all IBO Agreements upon 30 days notice if the Company elects to (1) cease business operations; (2) dissolve as a business entity, or (3) terminate distribution of its products and/or services' direct selling channels.

9. The Agreement may be terminated (i) by me/us as an IBO without penalty and with or without cause or reason at any time upon not less than fourteen (14) days written notice or (ii) by eCosway at its sole discretion by seven (7) days notice in writing effective immediately for any breach of its provisions or violation of any of the terms of the Agreement or by thirty (30) days notice in writing without cause or reason, the procedure for such termination to be in accordance with the provisions set out in the Policies and Procedures.

10. Except where the obligation on me/us as an IBO is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, I/we understand that I/we will be released from all future contractual liabilities towards eCosway on termination of the Agreement at any time.

11. I/we understand that I/we have the right within a period of fourteen (14) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and (i) to recover all monies paid to or for the benefit of eCosway, (ii) to return any goods purchased within that period and which remain unsold provided that such unsold goods are in the condition in which they were in the time of purchase, (whether or not their external wrappings have been broken) and to require eCosway to refund an amount equal to one hundred per cent (100%) of any monies paid and (iii) to cancel any services ordered within that period and to recover any monies paid in respect of such services not yet supplied to me/us.

12. (a) Where I/we terminate the Agreement more than fourteen (14) days after entering into it, I/we shall have the right to return to eCosway any goods I/we have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from eCosway the price (inclusive of VAT) which I/we have paid for the goods, less

(i) in the case of any goods, the condition of which has deteriorated due to an act or default on my/our part, an amount equal to the diminution in their value resulting from such deterioration; and

(ii) goods need to be returned on my own expenses.

(b) Where eCosway has terminated the Agreement, I/we will have the right to return to eCosway any goods I/we have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from eCosway the price (inclusive of VAT) which I/we paid for the goods together with any costs incurred by me/us for returning the goods to eCosway; any such refund shall be on terms whereby the goods not already held by eCosway will be delivered within twenty-one (21) days of such termination at eCosway's expense to the address set out in the application form or as notified by eCosway to me/us from time to time.

13. I/we understand and agree that bonuses or commissions paid to me/us on goods returned by or services refunded to IBOs in my network within the preceding one hundred and twenty (120) days shall be repayable by me/us and may be deducted from my/our account with eCosway at any time where an IBO in my network terminates his/her IBO Agreement or it is terminated by eCosway.

14. I/we agree that payments of refunds will be made in the same form as the original payment and in accordance with eCosway's termination procedure in force from time to time.

15. I/we may not assign or otherwise transfer any rights under the Agreement without the prior written consent of eCosway. Any attempt to transfer or assign the Agreement without the express written consent of eCosway renders the Agreement voidable at the option of eCosway and may result in the termination of the Agreement.

16. I/we understand that if I/we fail to comply with the terms of the Agreement, eCosway may at its discretion, impose upon me/us enforcement action in accordance with the eCosway Policies and Procedures. If I/we am/are in breach, default or violation of the Agreement at termination, I/we shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. Subject to clause 12 above, I/we agree that eCosway may deduct, withhold, set-off, or charge to any form of payment I/we have previously authorised, any amounts I/we owe or am indebted to eCosway.

17. eCosway, its parent or associated companies, directors, officers, shareholders, employees, assignees, and agents (collectively referred to as "Affiliates"), shall not be liable for and to the extent permitted by law I/we release eCosway and its Affiliates from all claims arising from the Agreement for loss of actual or anticipated profits, interest, revenue, anticipated savings or business goodwill, incidental, direct, special or consequential or exemplary loss or damages or any other loss incurred. To the extent permitted by law I/we further agree to release eCosway and its Affiliates from all liability arising from or relating to the promotion or operation of my/our eCosway business and any activities related to it (e.g. the presentation of eCosway products or eCosway Profit Plan, the operation of a motor vehicle, the lease of meeting in training facilities, etc) and agree to indemnify eCosway for any liability, damages, fines, penalties, or other awards including legal fees or court costs arising from any unauthorised conduct that I/we undertake in operating my/our eCosway business.

18. The Agreement in its current form and as amended by eCosway from time to time at its discretion, constitutes the entire contract between eCosway and me/us. Any promises, representations, offers or other communications not expressly set forth in the Agreement are of no force or effect.

19. Any waiver by eCosway of any breach of the Agreement must be in writing and signed by an authorised officer of eCosway. Waiver by eCosway of any breach of the Agreement by me/us shall not operate or be construed as a waiver of any subsequent breach. No failure to exercise and no delay in exercising on the part of eCosway any right under the Agreement shall operate as a waiver thereof.

20. If any term or provision of the Agreement is at any time held to be invalid or unenforceable in whole or in part, such provision shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.

21. This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non exclusive jurisdiction of the courts of England and Wales.

22. I/we authorise eCosway to use my/our name(s), photograph(s), personal story and/ or likeness(es) in advertising or promotion materials and waive all claims for remuneration for such use.

23. By completing and submitting the application to become an eCosway IBO, I/we specifically authorise eCosway, to communicate with me/us by electronic mail at the email address I/we have entered on the application form. I/we understand that such emails may include offers and solicitations for the sale and purchase of eCosway products, sales aids, and services. I/we agree that eCosway may retain a process the personal information given by me/us to eCosway for purposes including the marketing commissions payable and performance of the eCosway business. eCosway may record this information manually and/or electronically and will be the data controller for this information. eCosway may disclose and transfer such personal information to other members of the eCosway group of companies and its Affiliates and IBOs which are situated inside and outside of the European Union and to other persons for the purposes of eCosway's business.

24. Any notice or other written communication given under or in connection with the Agreement may be communicated (i) through Message Center by IBOs or (ii) through email or notice on company website by eCosway.

25. The Contract (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply to the Agreement.