

Independent Business Owner Terms & Conditions

1. I understand that as a Cosway USA Inc. ("eCosway") Independent Business Owner ("IBO"):
 - a. I have the right to introduce VIP Shoppers and IBOs to shop at the eCosway stores and website in accordance with these Independent Business Owner Terms and Conditions.
 - b. I have the right to enroll persons in eCosway.
 - c. If qualified, I have the right to earn commissions pursuant to the eCosway Profit Plan.
2. I agree to present the eCosway Profit Plan and eCosway products and services as set forth in official eCosway literature.
3. I agree that as an eCosway Independent Business Owner I am an independent contractor, and not an employee, partner, legal representative, or franchisee of eCosway. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ECOSWAY FOR FEDERAL OR STATE TAX PURPOSES.** eCosway is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the eCosway Policies and Procedures and the eCosway Profit Plan, both of which are incorporated into and made a part of these Independent Business Owner Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that without signing the Notice of Cancellation within five (5) business days of acceptance of this Agreement, I acknowledge reading and accepting these Terms and Conditions, the eCosway Policies and Procedures and the eCosway Profit Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from eCosway. I understand that the eCosway Policies and Procedures and/or the eCosway Profit Plan may be amended at the sole discretion of eCosway, and I 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. The continuation of my eCosway business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the eCosway Policies and Procedures). If I fail to annually renew my eCosway business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an IBO. I shall not be eligible to introduce VIP Shoppers and IBOs; nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** 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 via direct selling channels. I understand that I have the right to terminate my eCosway independent business at any time with or without reason by sending written notice to eCosway at its principal business address.
6. I may not assign 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 termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, eCosway may at its discretion, impose upon me disciplinary sanctions as set forth in the eCosway Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that eCosway may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to eCosway.
8. eCosway, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release eCosway and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release eCosway and its affiliates from all liability arising from or relating to the promotion or operation of my 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 or training facilities, etc.), and agree to indemnify eCosway for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my

business.

9. The Agreement, in its current form and as amended by eCosway at its discretion, constitutes the entire contract between eCosway and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by eCosway of any breach of the Agreement must be in writing and signed by an authorized officer of eCosway. Waiver by eCosway of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between myself and eCosway arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the eCosway Policies and Procedures. eCosway shall not be obligated to engage in mediation as a prerequisite to disciplinary action against me. If we are unsuccessful in resolving our dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the eCosway Policies and Procedures. Notwithstanding the foregoing, eCosway shall be entitled to bring an action before the State or Federal Courts in Orange County, California, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.
13. The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator, an action by eCosway for equitable relief, or any other matter not subject to arbitration.
14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. Montana Residents: A Montana resident may cancel his or her Independent Business Owner Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
16. If I wish to bring an action against eCosway for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against eCosway for such act or omission. **I waive all claims that any other statute of limitations applies.**
17. I authorize eCosway to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

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