



# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

Neways, Inc. • 150 East 400 North • P.O. Box 651 • Salem, UT • 84653-0651  
Phone 800.998.7232 • Fax 800.799.5656

## APPLICANT INFORMATION

_____		
NAME	SOCIAL SECURITY OR FEDERAL TAX ID NUMBER	
_____		
CO-APPLICANT'S NAME	CO-APPLICANT'S SOCIAL SECURITY NUMBER	
_____		
ADDRESS		
_____		
CITY	STATE	ZIP
_____		
PHONE	FAX	E-MAIL

## SPONSOR INFORMATION

_____		
NAME	ID NUMBER	
_____		
ADDRESS		
_____		
CITY	STATE	ZIP
_____		
PHONE	FAX	E-MAIL

**Assumed Names, Corporations, Partnerships, or Trusts** - If your business will be owned by a corporation, 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 Application and submit it with this Application and Agreement.

### NEWAYS DISTRIBUTOR STARTER KIT

Applicants must purchase a Neways Distributor Starter Kit (optional in North Dakota and Canada)

Starter Kit \$ \_\_\_\_\_ Local Sales Tax \$ \_\_\_\_\_ Total \$ \_\_\_\_\_ **EFFECTIVE 06-01-04 - REQUIRED.**

### AUTOMATIC ANNUAL RENEWAL (optional)

You must renew your Neways distributor agreement on each anniversary date of your agreement. If you do not renew on each anniversary date your distributor agreement will be cancelled and you will lose all rights as a Neways distributor, including rights to future compensation. So that you do not inadvertently forget to renew and lose these benefits, Neways offers an optional automatic renewal program. Distributors in good standing will automatically be renewed on each anniversary date and your renewal fees will be charged to your credit card. **YOU WILL BE NOTIFIED AT LEAST 30 DAYS BEFORE YOUR CREDIT CARD IS CHARGED.**

- YES**, please automatically renew my distributor agreement on each anniversary date of my enrollment, and charge my renewal fee to my credit card.
- NO**, I do not wish to participate in the automatic renewal program. I understand that it is my responsibility to renew my agreement on or before each anniversary date.

### Payment Information (Participation in the Automatic Annual Renewal Program requires payment by credit card)

- Personal Check
- Money Order/Cashier's Check
- MasterCard
- Visa
- American Express
- Discover

Card No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name as Appears on Card \_\_\_\_\_

**I authorize Neways, Inc. to charge the above credit card for all orders indicated on this Application and Agreement.**

Authorized Signature \_\_\_\_\_

**I have carefully read the terms and conditions on the back of this application and agreement, the Neways Policies and Procedures, and the Neways Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Neways independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.**

Mail the completed signed original Application and Agreement to: Neways, Inc., Distributor Application Dept., 2089 Neways Drive, Springville, UT 84663 or Fax to 800.799.5656. If application is faxed, you must fax both the front and back of the application.

# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

Neways, Inc. • 150 East 400 North • P.O. Box 651 • Salem, UT • 84653-0651 • Phone 801.418.2702 • Fax 800.799.5656

## Terms and Conditions

- I understand that as a Neways Distributor:
  - I have the right to offer for sale Neways products and services in accordance with these Terms and Conditions.
  - I have the right to enroll persons in Neways.
  - I will train and motivate the distributors in my downline marketing organization.
  - I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
  - I will perform my obligations as a Distributor with honesty and integrity.
  - I will only use the sales contracts and order forms which are provided by Neways for the sales of its goods and services.
- I agree to present the Neways Marketing and Compensation Plan and Neways products and services as set forth in official Neways literature.
- I agree that as a Neways Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Neways. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Neways. I understand that I shall control the manner and means by which I operate my Neways business, subject to my compliance with these Terms and Conditions, the Neways Policies and Procedures and the Neways Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). 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 NEWAYS FOR FEDERAL OR STATE TAX PURPOSES.** Neways is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Neways, Inc. and all appropriate taxing jurisdictions, and all related rules and procedures.
- I have carefully read and agree to comply with the Neways Policies and Procedures and the Neways Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Neways. I understand that these Terms and Conditions, the Neways Policies and Procedures, or the Neways Marketing and Compensation Plan may be amended at the sole discretion of Neways, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Neways materials. Amendments shall become effective 30 days after publication. The continuation of my Neways business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- The term of this agreement is one year. If I fail to annually renew my Neways business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Neways products and services 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 nonrenewal, I agree to 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.
- I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Neways. Any attempt to transfer or assign this Agreement without the express written consent of Neways renders this Agreement voidable at the option of Neways and may result in termination of my business.
- I understand that if I fail to comply with the terms of this Agreement, Neways may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of this 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.
- Neways, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Neways and its affiliates from, and waive all claims for, consequential and exemplary damages. I further release Neways and its affiliates from all liability arising from or relating to the promotion or operation of my Neways business and any activities related to it (e.g., the presentation of Neways products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Neways for any fines, penalties, damages, settlements, or other expenses imposed upon Neways as a result of my unauthorized conduct.
- This Agreement, in its current form and as amended by Neways at its discretion, constitutes the entire contract between Neways and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Distributor Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
- Any waiver by Neways of any breach of this Agreement must be in writing and signed by an authorized officer of Neways. Waiver by Neways of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
- This Agreement will be governed by and construed in accordance with the laws of the State of Utah, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to Neways, the Distributor Agreement, the Neways Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Distributor and Neways, or any other

claims or causes of action relating to the performance of either an independent Distributor or Neways under the Agreement or the Neways Policies and Procedures shall be settled totally and finally by arbitration in Springville, Utah or such other location as Neways prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party OR Each party to the arbitration shall be responsible for its own — costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in this Agreement or the Policies and Procedures shall prevent Neways from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Neways's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

The parties consent to jurisdiction and venue before any federal or state court in \_\_\_\_\_ Utah or Salt Lake Counties, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

If a Distributor wishes to bring an action against Neways for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against Neways for such act or omission. Distributor waives all claims that any other statutes of limitations applies.

I authorize Neways to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

A faxed copy of this Agreement shall be treated as an original in all respects.

## NOTICE OF RIGHT TO CANCEL

DATE of Transaction \_\_\_\_\_

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (Five days for Alaska residents).**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Neways, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.**

**I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature \_\_\_\_\_

Date \_\_\_\_\_