



Terms & Conditions – Policies and Procedures

1. LEGAL STATUS

1.1 NWA Canada Corporation hereinafter referred to as NWA.

1.2 Independent Distributor hereinafter sometimes referred to as I.R. and/or I.R.'s

Independent Distributors hereby acknowledge and agree that he/she operates his/her own NWA business distributorship as an “*independent contractor*” and not as an employee, agent, partner, legal representative, or franchisee of The Company.

I.R. shall not be entitled to receive any employee benefits whatsoever from the company and the Company shall not be required to make contributions for employment insurance, Canada Pension, workers compensation and/or other similar levies in respect of payments to be made to I.R.; i) pursuant to the marketing plan (the “Marketing Plan”), and/or (ii) otherwise in connection with the operation of his/her The Company business.

I.R. shall be fully responsible for (i) all applicable federal and provincial withholding taxes, source deductions, PST, GST, HST income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker’s compensation contributions or provincial employee health tax contributions and other levies, premiums, license requirements and fees related to his/her earnings and activities as an Independent Distributor, and (ii) all expenses incurred in connection with the operation of his/her NWA business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses. Each Independent Distributor, as an entrepreneur, shall comply with all Federal, Provincial, Territorial and Municipal laws applicable to the operation of his/her NWA business. Independent Distributors may not represent themselves as anything other than an Independent Distributor. Independent Distributors have no authority to bind the Company to any obligation of any kind whatsoever.

1.3 The Independent Distributor does not have any rights to exclusivity, neither regarding his geographical sales territory nor regarding the sale of products to his/her customers. The Company reserves the right to suspend or terminate an Independent Distributor’s distributorship for any violations mentioned in this section. The Independent Distributor who is found to be in violation of any part of this section may also be liable for damages resulting from unauthorized use of The Company materials and trademarks.

1.3 The primary goal of an Independent Distributor is to develop and maintain an end customer base. The Company allows Independent Distributors to purchase products from NWA brands in reasonable amounts for personal consumption by the Independent Distributor and his/her family members. I.R.'s may also use such products as sales aids.

Independent Distributors may not purchase more product than they can resell to end customers in a reasonable period of time. The Independent Distributor must certify monthly that he/she has personally consumed and/or sold to end customers at least 70% of all prior NWA product inventory purchased. Independent Distributors are strictly prohibited from (i) purchasing products solely for the purpose of qualifying for discounts, bonuses, commissions, awards or advancements under the Marketing Plan and (ii) maintaining excessive inventory. Independent Distributors may not inventory load, encourage others to inventory load or represent that there is any obligation to purchase products, literature or other sales aids, nor shall they represent that overrides, bonuses, commissions or other earnings may be obtained solely from the purchase of products rather than the sale of products. Product sales to other business partners outside of his/her own group is prohibited. The Independent Distributor may not cross-sponsor Independent Distributors in their downline into other businesses or market products for other companies to Independent Distributors who are not personally sponsored by them.

1.4 Only official NWA Company documents may be used as sales aids. Contracts, agreements and arrangements whose main or partial concern are NWA's product lines and/or NWA sales systems must be approved in writing by the Company prior to use.

2. BEGINNING AND ENDING AN INDEPENDENT DISTRIBUTORSHIP

2.1 The attached application to become an Independent Distributor, combined with these terms and conditions and the terms of the Marketing Plan, together, constitutes a legal agreement (collectively, the "Agreement") once the attached application has been accepted and processed by The Company. It is not legally necessary for an Independent Distributor to receive a declaration of acceptance; The Company will however inform the Independent Distributor of the acceptance of the attached application without delay. The Agreement will be automatically renewed annually unless otherwise cancelled. NWA reserves the right to refuse to accept an application, if in the opinion of the company it would not be in the best interests of the company to do so.

2.2 The Independent Distributor can withdraw from the Agreement and cancel his/her distributorship with NWA within 14 days" of receiving the aforementioned declaration of acceptance, without stating reasons. After notice of the withdrawal has been received by The Company; any unopened NWA products purchased by the individual withdrawing from the Agreement may be returned and NWA will refund the full amount paid by such person. NWA will refund the full amount paid, less a 5% restocking and administration fee on product returns which have been opened, but are in resalable condition. At the sole discretion of NWA, damaged and or unusable, non-resalable products may not qualify for a refund and/or may be subject to a higher restocking and administration fee.

2.3 The Independent Distributorship exists for an indefinite period, unless terminated by the Company or by the Independent Distributor in accordance with the terms and conditions of this Agreement. This Agreement may be terminated at any time by the Independent Distributor providing 30 days' written notice to the Company. The Company may terminate this Agreement upon written notice to the Independent Distributor if the Independent Distributor is in violation of any of the terms and conditions of this Agreement.

2.4 The termination of this Agreement will result in loss of all rights as an Independent Distributor; including, but not limited to his/her right to receive commissions and bonuses.

3. THE INDEPENDENT DISTRIBUTOR'S RIGHT TO A BONUS

3.1 An Independent Distributor has the right to receive a bonus if the sales qualifications as described in the Marketing Plan are met. The bonuses are based on the sale of NWA products to end consumers. Independent Distributors receive commissions and bonuses according to their development of an end customer base for the consumption of NWA products.

3.2 The Company pays out the bonus on a monthly basis. Payment of the bonus occurs on the 15th of the following month. If the monthly payment statement indicates a sum of less than \$10 net, no payment will be made and the right to any bonus for that month is forfeited.

4. COMPETITION

4.1 Without the prior written consent of The Company, it is not permissible for an Independent Distributor to undertake activities for a competitor of The Company while maintaining an active status as an Independent Distributor of NWA.

4.2 An Independent Distributor shall keep any and all distribution activity for any other company with which he/she may be involved separate from his/her activity as an Independent Distributor of NWA. Independent Distributor shall not offer goods and services of another company together with NWA products, distribute literature or recruit other NWA Distributors into any other multi-level marketing and/or network marketing and/or direct sales businesses at any NWA premises or Company sponsored or sanctioned events, meetings and/or presentations hosted by NWA and/or its Independent Distributors.

5. PURCHASE AND DISTRIBUTION OF OTHER PRODUCTS

5.1 Any orders by an Independent Distributor must be made directly to The Company and The Company shall deliver the products. It is not permissible to purchase NWA products from another Independent Distributor.

5.2 The Independent Distributor sells NWA products exclusively by personal direct sale to end customers. NWA products are distributed using direct sales only. Thus, sales by Independent Distributors in retail stores or outlets, at markets, conventions or trade fairs, through Internet auctions and similar sales events are strictly prohibited unless the Independent Distributor has received written consent from the Company for such sales. Distribution via any other method other than as approved by NWA is not permissible unless NWA provides a written consent stating otherwise.

5.3 When making a sale to an end customer the Independent Distributor must provide the customer with an official NWA Company sales receipt at the time of the initial sale and every sale thereafter. These sales receipts set forth (i) the consumer protection rights afforded by applicable Provincial and Territorial law for direct sales, including the consumer's right to cancel (without any reason) the sale contract up to 10 days after the end customer receives a copy of the contract, and (ii) the Company's thirty (30) day return policy.

5.4 The Independent Distributor is obliged to buy back NWA products sold to end customers in accordance with the cancellation rights described on the NWA Company official sales receipts. As per The Company's satisfaction guaranteed policy, a customer may return products and receive a full refund for simply not liking the products. After taking back the products, the Independent Distributor can offer the customer an exchange for other NWA products, a credit note or a refund of the price paid.

5.5 No person is required to purchase any products or sales aids as a condition of participation to become an NWA Independent Distributor, to receive commissions, bonuses or other remuneration under the Marketing Plan or move up in rank or status within the Marketing Plan. Any purchase of products or sales aids or participation in the Company's auto ship program is entirely optional. The only mandatory purchase required of an Independent Distributor is the purchase of the \$25.00 Starter Kit which is sold at the Company's cost.

5.6 All orders placed by the Independent Distributor are processed according to the NWA official price list valid at the time of ordering. Prices are generally to be understood as being without sales tax and costs of packaging and shipping, as far as these are applicable. Before every shipment of products, payment must have been secured or completed. Payment may be made via direct debit from a bank account, payment via credit card or cash payment at NWA premises.

5.7 Independent Distributors may return product inventory or business aids which they have purchased from NWA at any time during the previous 30 day period (without triggering automatic termination of the Distributorship). The products and business aids must be in resalable condition and will be repurchased at 90% of the Independent Distributors original purchase price, less appropriate setoffs. The Company will continue to allow Independent Distributors to return product inventory or business aids following voluntary and involuntary termination of the business relationship with the Company (or non-renewal of the relationship). Again, such returns must be in resalable condition and will be repurchased at 90% of the Independent Distributors original purchase price less appropriate setoffs.

6. FURTHER OBLIGATIONS OF AN INDEPENDENT DISTRIBUTOR

6.1 The Independent Distributor must always act as an independent and responsible business entrepreneur and must avoid any possible appearance of acting as an employee of The Company or of being entitled to make declarations in the name of The Company.

6.2 In so far as NWA is a member of national and international direct selling and marketing associations, Independent Distributors must strictly adhere to standards of conduct specified by these associations for their members and their distribution representatives; The Company will inform Distributors of appropriate standards of conduct which must be adhered to.

6.3 Everything that an Independent Distributor says of The Company and NWA's products must be in accordance with NWA stipulations, especially those appearing in the product catalog, on the product labels and in other product information. Independent Distributors must not directly or indirectly imply, suggest or state through the use of testimonials or otherwise, that any diagnosis, evaluation, prognosis, description, treatment, therapy or management or remedy of illness, ailment or disease can or will be improved by consumption or application of the product.

6.4 Independent Distributors are forbidden from making any changes to The Company products or their packaging and/or allowing third parties to make such changes (it is acceptable to include an address label with address data of the Independent Distributor on the label as long as no advertising or product information is covered by it).

6.5 An Independent Distributor is to only use the product information, sales material and sales aids issued by NWA in advertising for The Company and in distribution of NWA products and, in so far as advertising and distribution is done via the Internet, only to use the Internet shop which NWA provides for the Independent Distributors. In self-made advertising materials or on their web sites, Independent Distributors shall not make references to The Company, NWA products or any patents issued in favor of The Company, and Independent Distributors shall not use trademarks or trade names of NWA.

6.6 To the extent permitted by law, the Company, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as “affiliates”), shall not be liable for claims of any loss or profits, directly or indirectly, or any special or consequential damages of or by the Independent Distributor. Independent Distributor expressly releases the Company and its affiliates from any such claims or any other loss incurred or suffered by said Independent Distributor as a result of the Independent Distributors breach of this Agreement or the operation of his/her NWA business.

6.7 Each Independent Distributor shall defend and hold the Company harmless from any claim, damages, or liability arising out of an Independent Distributors business or advertising, or resulting from statements that may be illegal and or claims not approved by the Company.

6.8 Every Independent Distributor must adhere to all Federal, Provincial, Territorial and Municipal applicable laws and to the generally recognized rules of behavior of direct sales and marketing both in general advertising measures and in attracting new Independent Distributors. In particular, Independent Distributors are prohibited from engaging in “spamming” and of the systemic head hunting of distribution partners from other companies. Violation of this will be strictly followed up by The Company, and could result in termination of the Distributorship. The Company additionally specifies general rules of behavior which must be strictly adhered to at all times. The Code of Ethics is available on NWA’s website at www.my-nwa.com.

6.9 When sponsoring a new Independent Distributor, Independent Distributors must ensure that the person being sponsored is provided with the opportunity to review and understand the terms and conditions of the Agreement prior to signing the attached application.

6.10 Independent Distributors must be of the age of majority in the province or territory in which they reside unless the parent or guardian of the underage individual supplies NWA with letter of approval and provided that the underage individual has his/her own Social Insurance Number.

6.11 Independent Distributors may not make illegal product health claims, illegal income projections or income claims when presenting or discussing the Company opportunity, Company products or services, or Marketing Plan to a prospective Independent Distributor or customer. Hypothetical income examples that are used to explain the operation of the Marketing Plan, and which are based solely upon mathematical projections, may be made to prospective Independent Distributors, so long as the Independent Distributor who uses such hypothetical examples makes clear to the prospective Independent Distributors that such earnings are hypothetical, as well as providing to each participant a copy of the current The Company Income Summary Statement, which outlines what a “typical participant” in the Marketing Plan is likely to make. The Company Income Summary Statement will change from time to time to reflect updates in compensation figures.

Currently, it reads as follows: "There are no guarantees regarding income. Our estimate of what the typical participant is likely to earn is approximately \$1.420 per year. A participant, for the purposes of this estimate, includes all participants who make a sale of The Company products within the one year period. This estimate is subject to change after the first six months of our operation in Canada and will be updated annually thereafter. This „typical“ figure is representative of the smallest range of compensation expected to be earned by over 50% of all participants in the plan."

7. ORGANIZATIONAL DOWN-LINE PROTECTION

7.1 It is a principle of The Company to keep and protect the genealogy of its Independent Distributors. An Independent Distributor who has been structured out by having their Distributorship cancelled due to inactivity (Inactivity is defined as 12 months without personal volume) can be freely re-registered with a new application, i.e. not just under a former sponsor but under any sponsor.

7.2 The line protection applies to customers in the Customer Direct Program (see 7. 1).

7.3 Spouses can each have their own Independent Distributor number. One of the spouses must be exclusively registered in the direct line (first line) of the other spouse. Any reference herein to "spouses" includes common law partners. Children who are of the age of majority in their province or territory of residence can (within the organization of their parents) also be registered exclusively in the organization of their parents or one of their parents. Siblings, parents and grandparents and grandchildren can also be registered exclusively in the first line, subject to the provisions as outlined in paragraph 6:10 regarding underage participants.

8. GENERAL

8.1 The purpose and aim of The Company distribution system is to sell NWA products to end customers. It is therefore expected of each Independent Distributor to actively and regularly attend to these customers. If a customer decides to justifiably take advantage of the satisfaction guarantee, the Independent Distributor is obliged to (a) refund full purchase price, (b) replace the product, or (c) offer a voucher for the purchase of another product, after he/she has documented the reason for return or complaint in writing. Every Independent Distributor is obliged to acquaint the Independent Distributors sponsored by him/her with the Company distribution system, to train them continually and to motivate them. This may be achieved through own effort and/or by taking advantage of the seminars, which are offered by The Company in cooperation with the leadership of the Independent Distributors of The Company. Every Independent Distributor is entitled to the commissions set forth in the Marketing Plan, as long as these total more than \$10.00 in any given month. Charging Independent Distributors from one's own down line or the down line of another Independent Distributor an attendance fee for seminars, training sessions, etc. is permitted as long as these fees are used solely to cover the costs incurred in connection with such seminars, training sessions, etc. Holding seminars, training sessions etc. in order to make a profit is contrary to NWA's corporate ethics is strictly prohibited.

8.2 The Independent Distributor agrees that his/her personal information, sales activity information, and any statements made by him/her may be recorded in NWA's electronic data processing system and may be passed on within NWA's distribution system. The Independent Distributor hereby authorizes and consents to the collection, use and disclosure of such personal information. The Company and the Independent Distributor shall comply with all applicable privacy laws regarding collection, use and disclosure of personal information. The Independent Distributor hereby authorizes the use of his/her name, photograph, testimonial information and/or likeness in advertising or promotional materials and waives all claims for remuneration for such use.

9. CONCLUDING STIPULATIONS

9.1 The Independent Distributor and The Company shall attempt in good faith to resolve any disputes in connection with interpretation or performance of any terms and conditions of the Agreement by negotiation. In the event that the Independent Distributor and The Company are unable to resolve any dispute through good faith negotiations, either the Independent Distributor or The Company shall have the right by means of written notice to the other to require any such dispute to be settled by means of arbitration pursuant to the Arbitration Act, SO 1991, before a single arbitrator. Such written notice may only be delivered if the dispute has not been resolved within thirty (30) days of the commencement of good faith negotiations. For the purposes of calculating the expiry of the thirty (30) day negotiation period, the commencement date of negotiations shall be evidenced by a written notice of the dispute and the party's intention to commence negotiations which may be provided by either party to the other party at any time. The Independent Distributor shall agree with The Company upon the choice of arbitrator within seven (7) days following written notice of the request by either party to commence arbitration proceedings, failing which either the Independent Distributor or The Company may apply to the Ontario Superior Court of Justice for the appointment of the arbitrator.

Any arbitration proceedings shall take place in the City of Toronto and shall be conducted in the English language. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

9.2 The Company may make amendments to the Marketing Plan, these terms and conditions or any other portion of the Agreement and in such event shall notify the Independent Distributors of such changes. Independent Distributors shall comply with the current version of the Agreement and any changes thereto. Notification of subsequent changes to the Agreement shall be published in official The Company materials and posted on NWA's website. Such amendments shall be effective 30 days following such notification by The Company.

9.3 The Company may assign, in whole or in part, any right under this Agreement without notice or consent. The Independent Distributor shall not assign any rights under this Agreement without the prior written consent of The Company.

9.4 This Agreement, in its current form and as amended by The Company, constitutes the entire contract between the Independent Distributor and The Company. Any promises, representations, offers, or other communications, not expressly set forth in this Agreement are of no force or effect.

9.5 Any waiver by The Company of any breach of this Agreement must be in writing and signed by The Company. Waiver by The Company of any breach of this Agreement by the Independent Distributor shall not operate or be construed as a waiver of any subsequent breach.

9.6 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.

INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT - TERMS AND CONDITIONS (August 9, 2010)