

Waterless Carwash[™] Club Independent Distributor Application

P.O. Box 3410, Narellan D.C.,
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www.driwash.com.au

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www.dwgtools.com.au

Please complete all details legibly to ensure speedy registration. All prices in Australian dollars.

NEW INDEPENDENT DISTRIBUTOR PLACEMENT

Place under ID#: _____ Left Leg Right Leg

NEW INDEPENDENT DISTRIBUTOR INFORMATION

Primary Applicant

Surname: _____ Name: _____

Phone: _____ Fax: _____

E-Mail: _____

Secondary Applicant (if applicable)

Surname: _____ Name: _____

Phone: _____ Fax: _____

E-Mail: _____

Primary Mailing Address

Street: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____

Preferred Email & Website

_____@driwash.com.au

www.driwash.com.au/_____

SHIPPING INFORMATION (if different to Primary Address above)

Street: _____

City: _____ State/Province: _____

Post Code: _____ Country: _____

BUSINESS INFORMATION (if applicable)

Company Name: _____

ABN or IRD#: _____ GST Registered (Australia)

GST Registration # (NZ only): _____

INDEPENDENT DISTRIBUTOR STARTUP KIT

Independent Distributorship Registration AU\$150

- 1 year subscription to DWG[®] Back-office
- **1 x Start-Up Sample Kit RRP \$45**
- 1 x Be Financially Free With DWG **DVD**
- 1 x DWG[®] Simply The Best **DVD**
- 1 x The Simple Steps For Success **CD**
- 1 x Manual Application Form
- 1 x Manual Product Order Form
- 1 x Autoship Form
- 5 x DWG[®] Bumper Sticker
- 5 x DWG[®] Product Catalog

My Primary Reason for Joining the Waterless Carwash[™] Club?

Retailing product Detailing business Network Marketing

SPONSOR INFORMATION

Surname: _____ Name: _____

ID#: _____

Signature: _____

DWG[®] WATERLESS CARWASH[™] BONUS PROGRAM

Single Pack

Purchase a Single Pack @ \$238.50 and receive a free 250ml Ultra-ION[™] Kit (a \$55.00 Retail value)! A total saving of \$116.49 off of the RRP, a 31% saving!!!

- 1 500ml Ultra-ION[™] Kit
- 1 500ml Tyre and Exterior Trim Treatment
- 1 500ml Leather & Vinyl Treatment
- 1 500ml Fabric, Carpet & Upholstery Treatment
- 1 250ml OxyGone[®] Treatment
- 1 355ml Premium Metal Polish with EXP-7[™]
- 1 DWG[®] Micro-Fiber Buffing & Cotton Applicator Towel Set

Triple Pack

Purchase a Triple pack @ \$689.96 and receive a free 250ml Ultra-ION[™] Kit plus a free 500ml Ultra-ION[™] Kit (a \$144.95 Retail Value)! A total saving of \$342.10 off of the RRP, a 33% saving!!!

- 3 x 500ml Ultra-ION[™] Kit
- 3 x 500ml Tyre and Exterior Trim Treatment
- 3 x 500ml Leather & Vinyl Treatment
- 3 x 500ml Fabric, Carpet & Upholstery Treatment
- 3 x 250ml OxyGone[®] Treatment
- 3 x 355ml Premium Metal Polish with EXP-7[™]
- 3 DWG[®] Micro-Fiber Buffing & Cotton Applicator Towel Sets

Ultra 5 Pack

Purchase 5 X 500ml Ultra-ION kits @ \$359.95 and receive a free 250ml Ultra-ION[™] Kit plus a free 500ml Ultra-ION[™] Kit (a \$144.95 value)! This kit represents a total saving of \$234.75 off of the RRP, a 39% saving!!!

PAYMENT METHOD

Bankcard MC VISA Cheque Cheque # _____

Name on Card: _____

Card #: _____

Exp Date: _____ / _____ Security #: _____

Signature: _____

The Pin # is a 3 digit number located on the back of your credit card after the last 4 digits of your credit card #

APPLICANT AGREEMENT

You have the right to cancel this agreement according to the Guidelines contained in the DWG[®] Waterless Carwash[™] Club Policy and Procedures manual regardless of reason by sending written notice of cancellation to the DRI WASH 'n GUARD[®] Australia[™] Home Office.

I have read, signed, and attached the Independent Distributor Agreement .

Signature: _____

Date: _____

Independent Distributor Agreement

In accordance with the terms and conditions contained in this Independent Distributor Application and Agreement (hereinafter collectively "Agreement"). I hereby submit this agreement to become a Dri Wash 'n Guard® Australia™ Independent Distributor (hereinafter "ID") for Dri Wash 'n Guard® Australia™ (hereafter DWG®).

1. Upon acceptance of this agreement by DWG®, I understand I will become an ID for DWG® and be eligible to participate in the selling and distribution of DWG®'s goods and services to receive commissions in connection with such sales in accordance with DWG®'s terms and conditions of this Agreement, Policies and Procedures and Compensation Plan (collectively the "Agreement").
2. I UNDERSTAND THAT AS AN ID FOR DWG® I WILL NOT DEMONSTRATE, RETAIL OR DISTRIBUTE TO ANY INDIVIDUAL AT ANY TIME ANY PRODUCT THAT CLAIMS TO BE WATERLESS AND IS USED IN A MEANS SIMILAR TO DWG® WATERLESS CARWASH™ OR ANY OTHER PRODUCT RETAILED BY DWG® AUSTRALIA™. I FURTHER UNDERSTAND THAT I WILL NOT BE ABLE TO INTRODUCE, HOLD MEETINGS, OR IN ANY OTHER MANNER COERCE INDIVIDUALS INTO ANY OPPORTUNITY THAT IS SIMILAR IN ITS CONDUCT AND PRODUCT TO DWG® AND THE WATERLESS CARWASH™ CLUB. IF I CHOOSE TO UNDERTAKE THE BUSINESS OPTION OF DETAILING VEHICLES AS PART OF MY MEMBERSHIP IN THE DWG® WATERLESS CARWASH™ CLUB I UNDERSTAND THAT I AM ONLY TO USE PRODUCTS AVAILABLE DIRECTLY FROM DWG®. THE USE OF ANY OTHER PRODUCT, TOWEL, APPLICATOR, OR ANYTHING ELSE REQUIRED TO CLEAN A VEHICLE WILL CONSTITUTE ON MY PART INTENT TO BREAK THIS CONTRACT. I UNDERSTAND THAT IF I DO CONDUCT ANY ACTIVITY AFOREMENTIONED IN THIS SECTION THAT I WILL INSTANTLY BE REMOVED FROM THE MEMBERSHIP IN THE WATERLESS CARWASH™ CLUB AND THAT MY ID STATUS WILL BE INSTANTLY REVOKED, AND ALL BENEFITS, DOWN-LINE RELATIONSHIP AND COMPENSATIONS OWED, PENDING, OR FUTURE WILL INSTANTLY BE CANCELLED. DWG® WILL NOT ALLOW ITS GOOD NAME OR THE REPUTATION OF ITS PREMIUM PRODUCT LINE TO BE DAMAGED BY THE USE, SALES, DISTRIBUTION, OR RECRUITMENT USING ANY OF THE POOR QUALITY COPIES THAT EXIST OF THE ORIGINAL DWG® PRODUCT LINE. I AM SIGNING THIS SECTION TO REFLECT THAT I HAVE READ AND UNDERSTAND AND WILL ABIDE BY ALL OF THE THE TERMS OF THIS AGREEMENT INCLUDING SECTION 2 OF THIS PAGE.

SIGNATURE: _____ DATE: _____

3. I understand that as an ID, I am an Independent Contractor, not an employee, agent, franchisee, joint venture partner or partner of DWG®. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF DWG® FOR FEDERAL OR STATE TAX PURPOSES. I further understand and agree that I will not be treated as an employee of DWG® with respect to country, provincial, municipal and local tax purposes, employment and/or unemployment laws, and all federal, state, provincial, or local laws, statutes, ordinances, rules or regulations that govern the activities of a DWG® ID.
4. I understand and agree that remuneration will consist solely of commissions, overrides and/or bonuses relating to the sale or other output derived from sales to ultimate consumer.
5. I understand that I am not required to make purchases in order to become an ID, other than the Distributor Kit (which is optional in those states where such a purchase is considered a franchise fee) at DWG®'s Cost which contains no materials for resale.
6. I understand and agree that DWG®, in its sole discretion may make modifications to the terms and conditions of this agreement, the Policies and Procedures, the Compensation Plan, DWG® Literature and product prices. I further agree that my acceptance of any commissions, bonuses and/or overrides or the continuation of my business constitutes my acceptance of all such amendments.
7. I understand that the acceptance of this agreement does not constitute the sale of a franchise and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement. In addition, I understand that DWG® goods may not be sold/shipped/distributed outside Australia or New Zealand and all the associated territories of these two countries. Any unauthorized sales/shipments or distribution of product outside of Australia, New Zealand, and associated territories shall render the Agreement voidable at DWG®'s option.
8. I understand and agree that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior approval and written consent of DWG®. Any unauthorized assignment of rights or delegation of duties shall render the Agreement voidable at DWG®'s option.
9. The term of this agreement is one (1) year. I understand that I must renew this Agreement on each annual anniversary date of this Agreement. I understand the proper renewal process is set out in the DWG® Policies and Procedures.
10. I understand and agree that either party to this Agreement may terminate this Agreement by giving notice to the other party in writing with or without cause. This Agreement is governed by the laws of the state of New South Wales, Australia, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of New South Wales, Australia for all disputes not subject to arbitration. If however the law of the state/province in which I reside in expressly requires jurisdiction and venue rest within the state of any residence, jurisdiction and venue shall be determined by such law.
11. I understand and agree that DWG®'s Policies and Procedures and Compensation Plan in their current form and as they may be amended from time to time by DWG®'s sole discretion are incorporated by reference into, and form an integral part of, this Agreement and together these documents constitute the entire Agreement between the parties hitherto. I will read or have read all of the documents comprising the Agreement and agree to adhere to all provisions.
12. I understand that I must comply with the Federal and State laws of the location in which I reside as well as DWG®'s Policies and Procedures regarding the use of the internet. I UNDERSTAND WHAT IS COMMONLY KNOWN AS "SPAMMING" IS PROHIBITED.

SIGNATURE: _____ DATE: _____

You may CANCEL this transaction, without any penalty or obligation, within SEVEN (7) BUSINESS DAYS from the date of application. Upon cancellation any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of the cancellation notice, and any security interest arising out of the transaction will be cancelled. 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 DWG® P.O. Box 3410, Narellan D.C., NSW 2567 no later than midnight of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION:

Signature of Buyer and/or ID#

Date