



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 DWG International™ Independent Distributor (hereinafter "ID") for DWG International™ (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 I am an independent contractor, not an employee, agent, franchisee, joint venture 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 and Unemployment Laws, Revenue Canada Income Tax Act and all federal, state, provincial, or local laws, statutes, ordinances, rules or regulations that govern the activities of a DWG Independent Distributor.
3. I understand and agree that remuneration will consist solely of commissions, overrides and/or bonuses relating to the sale of other output derived from sales to ultimate consumers.
4. I understand that I am not required to make any purchase in order to become an ID, other than a Distributor Kit (which is optional in those states where such purchase is considered a franchise fee) at DWG's cost which contains no materials for resale.
5. 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.
6. 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 of the country in which the goods were received from DWG.
7. 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.

8. 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.
9. 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 Nevada and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Clark County, Nevada, for all disputes not subject to Arbitration. If however, the law of the state in which I reside expressly requires jurisdiction and venue rest within the state of any residence, jurisdiction and venue shall be determined by such law.
10. I understand and agree that DWG's Policies and Procedures and Compensation Plan in their current form and as 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 hereto. I have read all of the documents comprising the Agreement and agree to adhere to all provisions.
11. I understand that I must comply with the U.S. Federal Regulation laws as well as DWG's Policies and Procedures regarding the use of the Internet. I understand what is commonly known as "spamming" is prohibited.

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. Upon cancellation 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 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 98867, Las Vegas NV 89193-8867 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

01/20/2003