

Terms & Conditions – United Kingdom

Upon acceptance of this Agreement by MXI Corp (hereinafter referred to as "MXI" or "the Company") and in consideration of MXI granting to the Associate the non-exclusive right and privilege to purchase and promote MXI Products and Services and the MXI business opportunity, I ("the Associate") (including any joint Associate) hereby agree to the following terms and conditions:

1. I am legally competent to enter into a contract in the jurisdiction in which I reside.
2. I will become an MXI Associate upon acceptance of this Application by the Company, and I will, at that time, have the right to purchase Products at wholesale directly from the Company.
3. I understand that no purchase is necessary to become an MXI Associate other than the purchase of an Associate Website Licence currently \$40 USD VAT Inclusive (GBP Guideline price 26.6). I understand that I will also receive an on-line Information Kit about MXI Corp and its Products and Services.
4. The Associate Agreement will take effect from the date of acceptance by MXI for a period of one (1) year and expires on the anniversary of the date on which I became an Associate. MXI reserves the right in its sole discretion to accept or reject an application to become an Associate. I understand that I am required to renew my Associate Agreement annually prior to the expiration date. On renewal the Associate annual on-line back office administration fee of \$34 US VAT Inclusive (GBP Guideline Price 22.6) for the year 2010, (to include MXI's administration and processing of the Associate's renewal and MXI providing information, newsletters and support throughout the following year), (such amount to be subject to revision for subsequent years) is payable before the expiry date.
5. The Agreement may be terminated by me without penalty and with or without cause or reason at any time upon not less than fourteen (14) days written notice or by MXI at its sole discretion by seven (7) days notice in writing effective immediately for any breach of its provisions or violation of any of the terms of the Agreement, the procedure for such termination to be in accordance with the provisions set out in the Policies and Procedures.

Except where the obligation on me is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Associate Agreement, I understand that I will be released from all future contractual liabilities towards MXI on termination of the Associate Agreement at any time.

I understand that I have the right within a period of fourteen (14) days, of entering into the Associate Agreement to cancel the Associate Agreement without penalty by written notice of termination and (i) to receive a refund of all monies paid by me in connection with my joining the MXI programme, (ii) to return any Products (including training and promotional materials, business manuals and kits) purchased within that period and which remain unsold provided that such unsold Products are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) (iii) to cancel any Services ordered within that period and to require MXI to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such Products and paid in respect of Services not yet supplied to me.

Where I terminate the Associate Agreement more than fourteen (14) days after entering into it, I understand that I will have the right to

return to MXI any Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from MXI the price (inclusive of VAT) which I paid for the Products, less

- (i) in the case of any Products, the condition of which it has deteriorated due to an act or default on the part of the Associate, an amount equal to the diminution in their value resulting from such deterioration; and
- (ii) a reasonable handling charge of ten per cent of the price.

Where MXI has terminated the Associate Agreement, I will have the right to return to MXI any Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from MXI the price (inclusive of VAT) which I paid for the Products together with any costs incurred by me for returning the Products to the Company; any such refund shall be on terms whereby the Products not already held by MXI will be delivered within twenty-one (21) days of such termination at MXI's expense to the address set out in the Application and Agreement Form or as notified by me to MXI from time to time.

Any such refund shall be on terms whereby the purchase price is payable upon delivery of the Products or if the Products are already held by MXI forthwith.

MXI shall be entitled to request proof of ownership, e.g. sale receipts for the Products that I require MXI to buy back in accordance with these terms and conditions.

I understand and agree that bonuses or commissions paid to me on Products returned by or Services refunded to, Associates in my organisation, within the preceding one hundred and twenty (120) days shall be repayable by me and may be deducted from my account with MXI at any time where an Associate in my organisation terminates his/her Associate Agreement or it is terminated by MXI.

I agree that payments of refunds will be made in the same form as the original payment and in accordance with MXI termination procedure in force from time to time.

6. As an Associate I am an independent contractor and am not an employee, partner, agent, franchisee or legal representative of the Company. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my status in any jurisdiction exercising authority over me, including but not limited to compliance with applicable laws and regulations pertaining to the Associate Agreement (and in particular the Trading Schemes Regulations 1997) and/or pertaining to the promotion of MXI Products and/or Services and terms of the Associate Agreement including these terms and conditions and the Policies and Procedures published by the Company. As an Associate I acknowledge that I shall have no legal right or authority to bind MXI to any obligation or to make representations or warranties on behalf of MXI. I agree to the extent permitted by law to hold the Company harmless for, from and against any and all claims, damages, or liabilities of any kind or type whatsoever arising out of or by reason of my Associate business activities or practices. I understand that I am responsible for the following: setting my own hours, selling locations and methods, and payment of all of my own expenses. Further, as an independent contractor I agree at my expense, to make, execute or file, all reports and obtain all licences (including if applicable, VAT registration) as are required by law or public authority with respect to

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the Associate Agreement, the sale of MXI Products and/or the promotion of MXI Services and the MXI business opportunity.

In the event that MXI is required to pay VAT on any payments due to me under the Compensation Plan or otherwise, MXI reserves the right or otherwise (subject to any necessary approvals) to self bill for such sums, in which event VAT shall only be paid to me if I am registered for VAT and provide MXI with a copy of my VAT registration certificate. I hereby agree that I will accept all self billed invoices issued by MXI during the term of the Associate Agreement.

If, having been registered, I de-register for VAT voluntarily or due to my turnover falling below the VAT threshold applicable at the relevant time or otherwise, I agree to notify MXI in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. If MXI is obliged or liable to make any payment of VAT to the tax authorities as a result of my failure to notify MXI of de-registration for VAT then I acknowledge and agree that MXI shall be entitled to recover from me the amount of such VAT by deduction from my account with MXI or by any other means available to MXI from time to time.

7. I understand that only Associates in good standing (as such status is determined solely by the Company) may act as sponsors. The Company, in its sole discretion, may accept or reject any Associate application or renewal of the Agreement, without disclosing any reason therefore. If this Associate Agreement or any renewal of the same is not accepted to the extent permitted by law I release the Company and its officers, directors, agents, advisors and employees from any and all liability incurred by me or by any other person and I hereby waive any associated claim(s) that might be asserted in my interest.
8. I understand that compensation from the Company is paid in accordance with the MXI Compensation Plan, provided I maintain a distributorship that operates in compliance with Company Rules & Regulations and Policies & Procedures, and the terms and conditions stated herein. Participation the MXI opportunity and eligibility to receive commissions, overrides and/or bonuses under the Compensation Plan on the sales or other output derived from personal sales, solicitations or orders from consumers, are privileges of my status as an active Associate in good standing. I agree to abide by the terms of the Associate Agreement including the Rules & Regulations and Policies & Procedures established by MXI and as modified from time to time and notified to me and /or posted at www.mxicorp.com or www.mxicorp.eu.
9. I understand that as an MXI Associate, I am authorised to sell MXI Products and promote the MXI business opportunity. I agree that I may not alter, repackage, re-label, affix additional labels of information or otherwise change any MXI Product, nor will I sell any such Products under any other name.
10. I understand and agree that I may not convey, assign or otherwise transfer any rights arising hereunder without the prior express written consent of the Company. The Company shall be entitled to assign or transfer its obligation under the Associate Agreement to any associated company or entity.
11. I agree that I may not create or hold a beneficial interest or management control directly or indirectly in additional MXI distributorship(s).
12. Other than as set out in this Associate Agreement, no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both me and an authorised officer of MXI. If at any time any term or provision in the Associate Agreement shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.
13. The Associate Application and Agreement Form, these Terms and Conditions, the Rules and Regulations, Policies and Procedures, and the Compensation Plan (as amended from time to time) constitute the entire agreement between the Associate and MXI and no other additional promises, representations, warranties or agreements of any kind shall be valid unless in writing and issued by an officer of MXI.
14. No failure to exercise and no delay in exercising on the part of MXI, any right under the Associate Agreement shall operate as a waiver thereof.
15. Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by first class post to MXI at the address shown on the Associate Application and Agreement Form or such other address notified from time to time by such party to the other.
16. This Agreement and any dispute arising thereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
17. The Contract (Rights of Third Parties) Act 1999 are hereby excluded and shall not apply to this Agreement.
18. I affirm to Company that I have carefully and completely read, understood and agree to comply with the Associate Application and Agreement Form, these Terms and Conditions, the Rules and Regulations, Policies and Procedures and the Compensation Plan each of which documents is hereby incorporated into the Associate Agreement by reference.
19. Upon notification to the Associate, MXI may at its discretion amend the Associate Agreement. The Associate's continued engagement in promoting MXI Products and Services, promoting the MXI business opportunity, or both, after notice of any revisions to the Associate Agreement including in particular the Rules and Regulations and Policies and Procedures and the Compensation Plan shall constitute my agreement to such revisions and legally binding amendment of the Associate Agreement including the Rules and Regulations, Policies and Procedures and the Compensation Plan.
20. I understand that I may only make or agree to make payments to or for the benefit of MXI to the value of £200.00 including VAT during the seven (7) day period after entering into the Associate Agreement.
21. I certify the accuracy of all information provided by me in this Associate Agreement and agree that the providing of false or misleading information authorises the Company, at its election, to declare this Associate Agreement void from its inception.
22. The Company agrees to manufacture quality products which it will make available under the terms and conditions of the MXI Rules & Regulations and Policies & Procedures.