



# Reactivation Application – USA

795 Trademark Drive, Reno, NV 89521, USA

[P] 775.971.9903 • [F] 775.971.9960 • [Email] orders@mxicorp.com

*Incorrect or incomplete information could delay the processing of this application. ALL PRICES IN USD.*

PROMOTION TYPE (Please check only one of the promotions below)	
<input type="checkbox"/> Re-order (Buy 2, Get 1 Free) <small>*Available to all MXI Affiliates and higher inactive for more than six weeks. Free product ships with re-order.</small>	<input type="checkbox"/> Auto-ship Reactivation (Buy 1, Get 1 Free with the first auto-ship order) <small>*Available to all MXI Affiliates and higher inactive prior to <b>October 3rd, 2010</b>. Free product ships with 1st Auto-Ship, and must be of equal or lesser value of the purchased product.</small>

APPLICATION INFORMATION			
NAME (LAST, FIRST, MIDDLE) or NAME OF BUSINESS		DISTRIBUTOR ID#	DATE
SHIPPING ADDRESS		CITY	STATE
PHONE	CELL	EMAIL	

SPONSOR INFORMATION	
SPONSOR NAME (LAST, FIRST, MIDDLE)	SPONSOR ID#

REORDER				AUTO-SHIP ORDER (Auto-Ship Initiates 4 Weeks After Request)			
DESCRIPTION	QTY	PRICE	SUBTOTAL	DESCRIPTION	QTY	PRICE	SUBTOTAL
Xoçai™ Nuggets		\$110.00		Xoçai™ Nuggets		\$110.00	
Xoçai™ XoBiotic Squares™		\$110.00		Xoçai™ XoBiotic Squares™		\$110.00	
Xoçai™ Activ™		\$110.00		Xoçai™ Activ™		\$110.00	
Xoçai™ Omega Squares		\$110.00		Xoçai™ Omega Squares		\$110.00	
Xoçai™ X Power Squares		\$110.00		Xoçai™ X Power Squares		\$110.00	
Healthy Peanut Butter Cups		\$110.00		Healthy Peanut Butter Cups		\$110.00	
High Antioxidant Cookie		\$130.00		High Antioxidant Cookie		\$130.00	
“Best Sellers” Variety Pack		\$115.00		“Best Sellers” Variety Pack		\$115.00	
X <sup>e</sup> Xoçai Energy Drink (24 pack)		\$65.00		X <sup>e</sup> Xoçai Energy Drink (24 pack)		\$65.00	
High Antioxidant Shake (14 serving)		\$65.00		High Antioxidant Shake (14 serving)		\$65.00	
Shipping*		\$10.00/case		Shipping*		\$10.00/case	
Shipping (24 pack X <sup>e</sup> Energy)		\$7.50/pack		Shipping (24 pack X <sup>e</sup> Energy)		\$7.50/pack	
Handling Fee†		\$5.00/case		Handling Fee†		\$5.00/case	
			<b>TOTAL</b>				<b>TOTAL</b>

FREE PRODUCT (Free product may be equal or lessor value to the lessor purchased case)	
WHICH FREE PRODUCT(S) WOULD YOU LIKE? (PLEASE WRITE CLEARLY)	QUANTITY

*\*Bulk Discounts Available (Excludes X<sup>e</sup>): 3 – 5 Cases: \$9.00/case | 6 – 11 Cases: \$8.00/case | 12+ Cases: \$6.70/case †X<sup>e</sup> Handling: \$2.50 per 24 pack*

*\*Shipping and handling fees will apply for free case(s) on all promotional orders*

*Please note, pricing does not include state tax which may be applicable. Details will reflect on the order invoice.*

PAYMENT INFORMATION			
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX** <input type="checkbox"/> Discover	CARD #	CHECK DIGITS	EXPIRATION DATE
BILLING ADDRESS	CITY	STATE	ZIP
I hereby authorize MXI Corp to charge my credit card for any order I place or for the amount of the Autoship order I have established. I understand that those order(s) may include shipping fees and sales tax. In the event a charge is dishonored for any reason, I agree to pay a \$20 service fee.		I have read and agree to the Terms and Conditions contained on the reverse side of this document and I am familiar with the return policy described in the Company's Rules & Regulations and Policies & Procedures. I hereby agree to be bound by the Terms and Conditions, which by reference are fully incorporated into this Agreement. I certify that I am the age of majority and am legally able to enter in this Contract. I have read and agreed to the Company's Rules & Regulations and Policies & Procedures and agree to the terms of confidentiality contained therein. I UNDERSTAND THE RESALE PRODUCT PURCHASES ARE OPTIONAL.	
NAME ON CREDIT CARD	APPLICANT'S SIGNATURE	DATE AUTHORIZED	

\*\*American Express is accepted, however, there is a 1% surcharge on all purchases.



# Associate Application – USA

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## APPLICATION TERMS AND CONDITIONS – USA

1. I am legally competent to enter into a contract in the jurisdiction in which I reside.
2. I will become an MXI Corp (hereafter referred to as “the Company”) 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. This Agreement becomes effective on the date received, signed by the Applicant and accepted by the Company in its main office.
3. I understand that no purchase is necessary to become an MXI Corp Associate other than a \$39 Distributor Fee for Associate (or higher), or \$25 Affiliate Enrollment Fee respectively.
4. As an Associate (or higher), I understand that I will receive an Information Kit about MXI Corp and its products. As an Affiliate, I understand that I will not receive an Information Kit unless otherwise indicated on my Application Form. A \$25 Annual Renewal Fee is required to maintain an Affiliate and higher Distributorship. I am responsible for renewing my Distributorship each year.
5. The \$39.00 Distributorship Fee for Associates and higher, the \$25 Affiliate Enrollment Fee, and the \$25 Annual Renewal Fee are all non-refundable.
6. If I wish to terminate this Agreement, I will deliver to the Company written notification of my intent to terminate. My voluntary termination will be effective as of the date such notice is received by the Company. An Associate may resign at any time for any reason.
7. 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 regulations and the Policies and Procedures published by the Company.
8. Although the Company or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and requirements, the sole responsibility to conduct my Distributorship lawfully in any jurisdiction rests with me. Therefore, I release the Company and any of its affiliated entities and their officers, directors, agents and employees from all liability for any of my conduct, actions or omissions; I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as a Associate of the Company, arising out of any of my acts or omissions.
9. 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 reject this Agreement, without disclosing any reason therefore. If this Agreement is not accepted or approved, 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. I waive any associated claim(s) that might be asserted in my interest.
10. I understand that compensation from the Company is established for my Distributorship in the MXI Corp 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. I hereby acknowledge that I have access to the Rules & Regulations and Policies & Procedures, the contents of which are incorporated herein by reference. The Compensation Plan and its commissions, overrides and/or bonuses, relating to 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 Rules & Regulations and Policies & Procedures established by MXI Corp, and as modified from time to time and posted at [www.mxicorp.com](http://www.mxicorp.com).
11. I understand that as an MXI Corp Associate, I am authorized to sell MXI Corp Products. I agree that I may not alter, repackage, re-label, affix additional labels of information or otherwise change any MXI Corp product, nor will I sell any such product under any other name.
12. 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.
13. I agree that I may not create or hold a beneficial interest in additional MXI Corp Distributorship(s) beyond the indirect benefits that are derived from sponsoring and downline volume.
14. In the event I choose to purchase MXI Corp products on my credit card or banking debit card, my signature on this Agreement hereby constitutes my authorization to process any order I place to those accounts, and to use this as my “signature on file.” I understand that any cancellation of an order placed by me shall be made within three business days of the placement of a particular order, but all shipping & handling charges incurred will be billed.
15. Other than this Agreement, no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both me and an authorized officer of MXI Corp. If any provision of this Agreement is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
16. Any controversy or claim arising out of this Agreement whether during or after its term will be settled by binding arbitration in Nevada using the rules of the American Arbitration Association (AAA). Jurisdiction and venue shall be the State of Nevada. Each party having a concern shall first give notice of the offense and allow time to cure.
17. I certify the accuracy of all information provided by me in this Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Agreement void from its inception.
18. The Company agrees to manufacture quality products which it will make available under the terms and conditions of the MXI Corp Rules & Regulations and Policies & Procedures.
19. I understand that commission benefits of my purchases and personal volume (PV) go to the sponsor/placement listed on this form and other MXI Corp Associates under the rules of the MXI Corp Compensation Plan, as published in the Rules & Regulations and Policies & Procedures.
20. MXI Corp fully guarantees products purchased by Associates and retail customers. Full product guarantee results in a refund of monies paid, exchange for other products, or repair or replacement of defective products. Before returning any products to MXI Corp, an Associate must request a Return Merchandise Authorization (RMA) from MXI Corp Associate Service Department. Due to the nature of our product, MXI Corp product guarantee is for a 60 day period after the date of purchase.
21. **I certify that 1) the amount of the order on the reverse side represents my reasonably expected requirements for the retail sales and personal consumption, 2) I am not stocking unsold MXI Corp products for the purpose of qualifying for bonuses, and 3) at least 70% of my previous purchases resulted in retail sales.**