

## **DAXEN INC.** 565 Brea Canyon Road Suite B, Walnut, CA. 91789

TEL (909) 348-0188 FAX (909) 348-0189 www.dxnusa.com

## DISTRIBUTOR MEMBERSHIP FORM

DISTRIBUTOR ID NUMBER 1. APPLICANT'S INFORMATION NAME (FIRST, MIDDLE, LAST) SOCIAL SECURITY NUMBER DATE OF BIRTH FEMALE MALE N/A (THIS INFORMATION IS REQUIRED TO QUALIFY AS A DISTRIBUTOR) (MM/DD/YY) **MAILING ADDRESS** APT STATE CITY ZIP / POSTAL CODE PHONE NUMBER FAX NUMBER **CELLPHONE / BUSINESS** E-MAIL 2. SPONSOR / PLACEMENT INFORMATION SPONSOR ID NUMBER SPONSOR PHONE NUMBER SPONSOR NAME (FIRST, MIDDLE, LAST) 3. AGREEMENT APPLICANT hereby applies as a DXN DISTRIBUTOR (Independent Distributor) in DAXEN INC. APPLICANT is authorized as a DXN DISTRIBUTOR (Independent Distributor) and granted the rights to sell DAXEN INC. products. DAXEN INC. reserves the right to accept or reject any application for any reason, in accordance with the terms and conditions set forth in the DAXEN INC. Policies and Procedures, as such now exists or may hereafter be amended. By Submitting this application and any order associated with it, I attest that the information contained in it is complete and true, and that I am at least 18 years of age. I understand DXN's Business Plan. I understand and agree with the "BASIC AGREEMENT" stated at the back of this form. I understand that this application/order is binding upon me as a DXN DISTRIBUTOR. I agree to comply with the DAXEN INC. Policies and Procedures as they are currently written and as they may be amended by DAXEN INC. APPLICANT'S NAME APPLICANT'S SIGNATURE DATE



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# DISTRIBUTOR MEMBERSHIP FORM BASIC AGREEMENT

#### AS A NEW INDEPENDENT SALES ASSOCIATE, I UNDERSTAND AND AGREE THAT:

- 1. I swear or affirm that I have read and understand the items and instructions on this form and that the responses are true and complete to the best of my knowledge.
- 2. I am of legal age to enter into binding contracts in my state of residence. I understand that I will be an independent Contractor, solely responsible for my own business and will not be an employee of DXN. As such, I will not be regarded as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act of income tax withholding. It is my responsibility to pay any self-employment tax and all local, state and federal taxes as required by law.
- 3. Upon acceptance of this application, I will have the right to sell products of DXN in accordance with the companies Policies and Procedures. For these sales I will be compensated in accordance with the DXN compensation plan.
- 4. I shall abide by the Policies and Procedures and Compensation Plan of DXN. I agree to abide by these rules and any other regulations or subsequent amendments to DISTRIBUTOR obligations and responsibilities as may become necessary.
- 5. I understand that I have no authority to bind DXN to any obligation or contract.
- 6. I agree to conduct myself in a legal, professional and ethical manner at all times. I understand that no statements or representations whatsoever may be made regarding DXN products or services other than those contained in official company material, nor will I misrepresent the income potential of the Compensation Plan.
- 7. I understand that I may not use DXN trademarks, trade styles, or trade names in any form of advertising other than that which may be provided by DXN.
- 8. I understand that signing this agreement and acceptance of the agreement by DXN is all that is needed to become a DISTRIBUTOR. If within three (3) working days of receipt of my product, I decide not to continue as a DISTRIBUTOR, I shall submit my resignation to DXN. If I return my product, within thirty (30) working days of receiving my products, in good resalable condition, I will receive a full refund of my initial fee.
- 9. In certain States there is no requirement to purchase a kit to join DXN. Any such purchase is voluntary. Consult with an attorney in your state to determine applicable rules of law. Kit purchase shall be 100% refundable to any time with the State of Georgia.
- 10. I understand that I may terminate my distributorship at any time via written notification to the Company at the address listed on the front of this form. I further understand that the company may terminate my distributorship in accordance with the Policies and Procedures if I violate the terms thereof. Such termination will cancel my rights of receive compensation of any form from DXN.
- 11. I understand that I am responsible for training and supporting and DISTRIBUTOR I sponsor into DXN.
- 12. I agree not to repackage, relabel or sell the Company's products under any other name of label. I further agree not to produce any written, recorded, or other materials, which have not been approved or provided by the Company.
- 13. I understand that this agreement may not be transferred or assigned without prior written consent of the Company.
- 14. This agreement is binding upon and inures to the benefit of the parties, their heirs and successors in interest. If any provision of this agreement is found unenforceable or invalid, the validity of the remaining provision shall not be affected. This is the entire agreement between the parties.
- 15. I agree to indemnify/hold DXN harmless from any claims, damages and expenses, including any attorney's fees arising out of my actions or conduct in violation of this Agreement, and the policies and procedures of DXN it is agreed that such disputes shall be exclusively resolved pursuant to binding arbitration under the commercial rules of the American Arbitration Association with arbitration to be held in Los Angeles County, California. California law will apply to the resolution of the dispute, unless otherwise agreed in writing. The arbitration panel shall consist of 1 arbitration. In addition to declaratory relief, the arbitration panel may award preliminary and permanent injunctive relief and compensatory damages and shall award reasonable attorney's fees and costs to the prevailing party. The arbitration award may be enforced in any court of competent jurisdiction. The provision shall not restrict DXN from seeking preliminary injunctive relief in any court or competent jurisdiction.