



XOWii™

XOWii INDEPENDENT DISTRIBUTOR AGREEMENT

Fax your information to 1-949-777-3036 or hand it to your sponsor.

Please provide your contact information below.

NAME

TELEPHONE NUMBER

EMAIL ADDRESS



APPLICANT INFORMATION

SPOUSE INFORMATION

LAST NAME	FIRST	MIDDLE INITIAL
SOCIAL SECURITY NUMBER		
DATE OF BIRTH (MM/DD/YY)		

LAST NAME	FIRST	MIDDLE INITIAL
SOCIAL SECURITY NUMBER		
DATE OF BIRTH (MM/DD/YY)		

HOME PHONE	FAX	CELL PHONE	SPOUSE CELL PHONE
BILLING ADDRESS		CITY	STATE ZIP
SHIPPING ADDRESS		CITY	STATE ZIP

Please Complete Page 3: Business Entity Registration Form

FILL OUT ONLY IF YOUR XOWii BUSINESS WILL BE OWNED BY A BUSINESS ENTITY

SPONSOR INFORMATION

SPONSOR'S NAME	PHONE	SPONSOR'S ID NUMBER
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ACKNOWLEDGEMENT

I understand there is no financial requirement to become a XOWii Independent Distributor, except as provided in the XOWii Policies and Procedures. Once my XOWii Independent Distributor Agreement is accepted by XOWii I understand that I will have access to the XOWii Independent Distributor virtual back office, which contains information regarding XOWii products, sales and demonstration materials and I will be entitled to all the services XOWii provides to its Independent Distributors. Any XOWii product purchase in connection with becoming an Independent Distributor is optional. XOWii Independent Distributors are prohibited from listing, marketing, advertising, promoting, discussing, or selling any XOWii product or the business opportunity on any website, online forum, or blog including auction sales websites (e.g., eBay, Amazon). Please refer to the XOWii Policies and Procedures for complete details. By signing below, you acknowledge receipt of this formal warning. Those found to be in violation of this policy are subject to penalties without further notice, up to and including termination of their XOWii Independent Distributor Agreement.

By checking this box, I agree that I have read XOWii's online sales policy as described, and will comply with the same. I understand that failure to abide by this policy may result in penalties without further notice, up to and including termination of my XOWii Independent Distributor Agreement.

TERMS AND CONDITIONS

I have read and agree to the Terms and Conditions contained herein, the XOWii Compensation Plan, and the XOWii Policies and Procedures, and agree to be bound by them. The XOWii Compensation Plan and XOWii Policies and Procedures are fully incorporated into this XOWii Independent Distributor Agreement by reference. I certify that I am the age of majority and am legally able to enter into this contract.

I understand that I have the right to terminate this XOWii Independent Distributor Agreement at any time, with or without reason, by sending written notice to XOWii at the address below.

Under penalty of perjury, I/we certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding income because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. Person (including a U.S. Resident alien). If you have been notified by the IRS that you are currently subject to withholding, you must cross out item 2 above.

X SIGNATURE	DATE	X SIGNATURE	DATE
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APPLICANT INFORMATION

ENTITY INFORMATION

NAME OF BUSINESS ENTITY		TYPE OF BUSINESS (CHECK ONE): <input type="checkbox"/> PROPRIETORSHIP DOING BUSINESS UNDER AN ASSUMED NAME <input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST <input type="checkbox"/> OTHER-DESCRIBE: _____	
NAME OF CONTACT PERSONA			
TITLE OF CONTACT PERSON			
ADDRESS			
CITY, STATE AND ZIP CODE			
PHONE	CELL		
FAX		SPONSOR INFORMATION	
CITY, STATE AND ZIP CODE		NAME	
		ID NUMBER	

PARTNERS, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, DIRECTORS, OR TRUSTEES

PRINTED NAME	SIGNATURE	TITLE
ADDRESS		
PRINTED NAME	SIGNATURE	TITLE
ADDRESS		
PRINTED NAME	SIGNATURE	TITLE
ADDRESS		

The above signatories (and others as may be appended to this document) certify that each is authorized to sign any document necessary to conduct business with XOWii and is jointly and severally liable for all contracts and obligations with XOWii. Each acknowledges that they are jointly, severally, and individually bound, and must comply with, the terms and conditions of the XOWii Independent Distributor Agreement, XOWii Policies and Procedures, and XOWii Compensation Plan. Violation of the XOWii Distributor Application and Agreement and or XOWii Policies and Procedures by any partner, member, shareholder, employee, trustee, officer, director, or other individual with any ownership or management (collectively "Affiliated Individuals") of the Business Entity Applicant may be jointly and severally imputed to the Business Entity and each Affiliated Individual. Failure to list all Affiliated Individuals on this Business Entity Registration form (use additional pages if necessary) shall be grounds for disciplinary action as described in the XOWii Policies and Procedures.

Transfers of ownership interest in an independent XOWii business that is owned by a business entity are subject to the XOWii Policies and Procedures. See the Policies & Procedures for a description of the Transfer Policy.



INDEPENDENT DISTRIBUTOR AGREEMENT

INITIAL ORDER (SELECT ONE)

- 1 CASE OF XOWII ENERGY \$67.00 24 CANS 50 PV
- 2 CASES OF XOWII ENERGY \$134.00 48 CANS 100 PV
- 4 CASES OF XOWII ENERGY \$248.00 96 CANS 200 PV
- 6 CASES OF XOWII ENERGY \$362.00 144 CANS 250 PV
- NO THANKS

TOTAL TO BE BILLED

- VISA MASTERCARD DISCOVER AMEX

CREDIT CARD NUMBER		CW/CID CODE	EXP. DATE
NAME ON CARD		SIGNATURE OF CARDHOLDER†	
DATE			
BILLING ADDRESS	CITY	STATE	ZIP
SHIPPING ADDRESS	CITY	STATE	ZIP

† I CERTIFY THAT THE SIGNATURE ABOVE IS MINE AND AUTHORIZE XOWii TO BILL MY CARD FOR MY INITIAL ORDER

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See Page 5 of this Independent Distributor Agreement for an explanation of this right.

AUTOSHIP AGREEMENT (SELECT ONE)

This optional autoship program allows each XOWii Independent Distributor to schedule a recurring order with XOWii. By enrolling in the autoship program XOWii products will be delivered to you monthly at the wholesale price. Your first autoship order will be shipped and billed 28 days from your initial order. Subsequent submitted orders will be shipped and billed on a 28 day rolling cycle. Any change to your autoship order must be submitted to XOWii no less than three (3) business days prior to your next autoship order.

- 1 CASE OF XOWII ENERGY \$67.00 24 CANS 50 PV
- 2 CASES OF XOWII ENERGY \$134.00 48 CANS 100 PV
- 4 CASES OF XOWII ENERGY \$248.00 96 CANS 200 PV
- 6 CASES OF XOWII ENERGY \$362.00 144 CANS 250 PV
- NO THANKS

TOTAL TO BE BILLED ON AUTOSHIP

AUTOSHIP PAYMENT OPTION

- VISA MASTERCARD DISCOVER AMEX

CREDIT CARD NUMBER		CW/CID CODE	EXP. DATE
NAME ON CARD		SIGNATURE OF CARDHOLDER†	
DATE			
BILLING ADDRESS	CITY	STATE	ZIP
SHIPPING ADDRESS	CITY	STATE	ZIP

† I CERTIFY THAT THE SIGNATURE ABOVE IS MINE AND AUTHORIZE XOWii TO BILL MY CARD ON A MONTHLY BASIS

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See Page 5 of this Independent Distributor Agreement for an explanation of this right.

AUTOSHIP AGREEMENT

Your Custom Autoship Order will automatically be sent to you each month regardless of any other purchases you may have made during the month.

PAYMENT AUTHORIZATION: I authorize XOWii to withdraw payment for my autoship order(s) from my credit card or bank account identified on previous page. If I have elected to participate in the electronic checking program, I hereby authorize XOWii to electronically withdraw payment from my checking account for orders I placed directly and for Autoship orders as authorized in this Agreement. XOWii is authorized to withdraw payment equal only to the amount of the products, applicable sales tax, and shipping and handling of products that I order, or the Autoship orders I have selected. I agree to pay a \$25.00 service fee in the event a check or charge is returned or refused for any reason. I have the right to have the amount of any erroneous withdrawal deposited into my account as soon as reasonably possible and upon proper notification to XOWii. I shall hold XOWii harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

CHANGES: To change your Custom Autoship order selections, method of payments, or the authorized amount, a new Autoship Agreement must be submitted to XOWii. If more than one Autoship Agreement has been submitted, the most recent Agreement will supersede all previous Agreements. XOWii reserves the right to change its prices associated with its products without notice.

TERM: This Autoship Agreement will remain in effect until you: (1) elect to alter or change any aspect of this Autoship Agreement by submitting a new Autoship Agreement; (2) send, in writing, your cancellation of this Autoship Agreement to XOWii at 4440 Von Karman Avenue, Suite 350, Newport Beach, California 92660, or by fax to (949) 777-3036 (Notice must include your signature, printed name, address, and Independent Distributor Number), or (3) stop payment of any withdrawals by XOWii by notifying XOWii or your issuing bank at least three days prior to the scheduled charging of your account. Notice of cancellation must be received by the fifth of the month in order to avoid charges for that month. If a cancellation notice is received after the fifth of the month, cancellation will become effective in the month following the month in which your notice of cancellation is received by XOWii. This Autoship Agreement is independent of your Independent Distributor Agreement. If your Independent Distributor Agreement is cancelled or terminated for any reason, this Autoship Agreement will continue in force until cancelled as provided herein.



CERTIFICATION

In connection with my application to become an independent distributor for XOWii, LLC (collectively with its respective affiliates "XOWii"), along with the agreed to terms and conditions identified in XOWii's Policies and Procedures (the "Policies and Procedures"), I hereby declare and attest that:

- 1. If I am joining XOWii from another direct sales, network marketing or multi-level marketing company (referred to herein as the "Other Company"), I certify as follows:
 - a) In joining and performing work on behalf of XOWii, I am not, and will not be, in violation of any agreement with the Other Company;
 - b) I come to XOWii voluntarily and of my own accord, and I was not recruited, solicited, enticed or encouraged while working for the Other Company to join XOWii by another distributor with that Other Company;
 - c) While with the Other Company, I did not recruit, solicit, entice or encourage any other distributor with the Other Company to leave the Other Company to join XOWii; and
 - d) I have returned to the Other Company, and will not use in any manner in connection with my XOWii business, any confidential, trade secret or other information relating to the Other Company or any other direct sales, network marketing or other multi-level marketing company.

- 2. If I am still working on behalf of the Other Company, and intend to remain with the Other Company after joining XOWii, I am not, and will not be, in violation of any term, condition or agreement with the Other Company, and will only do work on behalf of both companies if I can do so while remaining in compliance with my agreements, if any, with the Other Company and XOWii's Policies and Procedures.

X	SIGNATURE	NAME	DATE
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TERMS AND CONDITIONS

I understand that as a XOWii Independent Distributor:

- a. I have the right to offer for sale XOWii products in accordance with these Terms and Conditions and the XOWii Policies and Procedures.
b. I have the right to enroll individuals in XOWii.
c. If qualified, I have the right to earn commissions pursuant to the XOWii Compensation Plan.
1. I agree to present the XOWii Compensation Plan and XOWii products as set forth in official XOWii literature including without limiting the XOWii Policies and Procedures.
2. I agree that as a XOWii Independent Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of XOWii.
3. I have carefully read and agree to comply with the Independent Distributors Agreement, the XOWii Policies and Procedures and the XOWii Compensation Plan, all of which are incorporated into and made a part of these Terms and Conditions.
4. The term of this agreement is one year (subject to prior cancellation pursuant to the XOWii Policies and Procedures).
5. I may not assign any rights under the Agreement without the prior written consent of XOWii.
6. I understand that if I fail to comply with the terms of the Agreement, XOWii may, in its sole discretion, impose upon me disciplinary sanctions as set forth in the XOWii Policies and Procedures.
7. XOWii, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release XOWii and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement.
8. The Agreement, in its current form and as amended from time-to-time, constitutes the entire contract between XOWii and myself.
9. Any waiver by XOWii of any breach of the Agreement must be in writing and signed by an authorized officer of XOWii.
10. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable.
11. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
12. The parties consent to jurisdiction and venue before any federal or state court in San Diego County, State of California, for purposes of enforcing an award by an arbitrator, an action by XOWii for equitable relief, or any other matter not subject to arbitration.
13. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
14. Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her Distributor Kit for a full refund within the same time period.
15. If a XOWii Independent Distributor wishes to bring an action against XOWii for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law.
16. I authorize XOWii to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use as described more fully in the XOWii Policies and Procedures.
17. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date below (5 business days for Alaska residents). If you cancel, 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 your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of a Cancellation Notice or any other written notice, or send a telegram, to XOWii, 4440 Von Karman Avenue, Suite 350, Newport Beach, California 92660 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____