



SERVICE CENTRE AGREEMENT

(Sep. 2006 Version)

This agreement made this ____ day of _____ 20____ between DXN International Australia Pty. Ltd., with principal office at Suite 504 Level 5 Office Tower, Westfield Shoppingtown, Church Street, Parramatta, NSW, herein represented by Mr. Frank Li, hereinafter known as the COMPANY and _____, with postal address at

_____ hereinafter known as the SERVICE CENTRE;

A, The COMPANY agrees to:

1. Allow the SERVICE CENTRE to operate and be located at _____.
2. Allow the SERVICE CENTRE to be the distribution centre for the products of the COMPANY.
3. Provide Administrative Discount and other incentives or benefits, at the option and conditions set by the COMPANY.

B, The SERVICE CENTRE agrees to:

1. Maintain a safety inventory level of at least two (2) weeks, for distribution and to service the product requirements of all registered distributors, regardless of group affiliation.
2. Provide a venue for training of new distributors, group meetings and assemblies, regardless of group affiliation.
3. Shoulder all expenses relating to business registration, taxes and other permits that may be required by National or Local Laws.
4. Provide the best service to all registered distributors by opening the Service Centre at the scheduled/fixed day and time. A regular Business Opportunity Meeting (BOM) and Distributors Orientation Program (DOP) must be conducted at least once a week. The Service Centre must also ensure that proper office attire and decorum are always observed by its operator/staff.

5. Monitor and prevent the distribution of DXN products in retail outlets within the areas of jurisdiction.
6. Shoulder/compensate the bonus that may be due to distributors who purchased products from the SERVICE CENTRE if, after verification the SERVICE CENTRE is found to have issued Cash Bills resulting in negative balances/inventory of DXN products.
7. Issue Cash Bills for products purchased by DXN distributors, which will be the basis of the COMPANY in the computation of distributors bonus/commission.
8. Submit report(s) to DXN Office as requested.
9. Keep all duplicate Cash Bills (issued by the Service Centre) and Purchase Invoices (from DXN) in a safe place for a period of at least **five years**, and ensure it is available to the Australian Taxation Office or DXN International (Aust) Pty Ltd as requested for the purpose of reviewing, reconciliation and auditing.

C, The COMPANY and the SERVICE CENTRE agrees that:

1. The SERVICE CENTRE, its representatives and employees are not employees of DXN; and the SERVICE CENTRE assumes absolute and exclusive responsibility for the payment of salaries, wages and any statutory benefit of its representatives and employees in accordance with the provisions of Australian laws, rules and regulations promulgated by Government authorities.
2. The SERVICE CENTRE shall comply with existing policies and procedures issued by the COMPANY relative to the operation of the SERVICE CENTRE. The COMPANY reserves the right to revise, update or amend these policies and procedures without prior notice.
3. This agreement supersedes any agreement/s between the COMPANY and the SERVICE CENTRE.
4. Only the SERVICE CENTRE is authorized to issue Cash Bills; the COMPANY prohibits the setting up of, establishing or maintaining a satellite, extension, a sub-centre or an affiliate SERVICE CENTRE.
5. The SERVICE CENTRE is prohibited to deliberately issue Cash Bills that will result in negative balances in their inventory of DXN products (thus, resulting in overpayment of distributors bonus by the COMPANY). If a SERVICE CENTRE is found to have negative stocks balance, the:
 - COMPANY shall notify the SERVICE CENTRE with seven (7) working days to settle the negative stocks;
 - SERVICE CENTRE is required to purchase 85 percent on total PV of negative stocks to settle the negative stocks balance;
 - COMPANY reserves the right to hold SERVICE CENTRE Incentive and personal bonus against the negative stocks;

- COMPANY may issue a warning letter, suspend operation or terminate the Service Centre Agreement for a SERVICE CENTRE in a situation whereby the SERVICE CENTRE has negative stocks for three (3) consecutive months.
6. The SERVICE CENTRE shall maintain a minimum monthly product inventory of \$3,000.00 in any given month after the approval of the SERVICE CENTRE.
 7. The appointment of a SERVICE CENTRE is non-transferable.
 8. Either party may terminate this agreement at any time with cause, upon giving 30 days notice to the other party.
 9. The COMPANY may suspend the release of SERVICE CENTRE benefits under A (3) hereof, in the case of violation of the terms and conditions herein.

C O N F O R M E

Service Centre:

Company:

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DXN International Australia Pty. Ltd.

Service Centre Operator:

Mr. Frank Li
Finance and Administrative Manager

Member Name:

Date: / /

Member Code:

Date: / /

Name of Witness:

Name of Witness:

Date: / /

Date: / /