

## **MPGX TREME Independent Sales Representative (ISR) Agreement**

This MPGX TREME Agreement (this Agreement) contains all the terms and conditions between MPGX TREME LLC, (MPGX) and the individual or organization (the "ISR") participating in the MPGXtreme ISR Program (the "Program").

In this Agreement, "we" and "us" means MPGXtreme, and "You" means the MPGXtreme Independent Sales Rep (ISR) participating in the Program. "MPGX TREME.com Website" and "XTREMEMPG.com" Website or "Our Website" means the Website located at <http://www.MPGXtreme.com/xxxxxxx>, and "Your Website" means the Website which you establish through the Program.

BY COMPLETING THE REGISTRATION PROCESS AND AGREEING TO THE TERMS AND CONDITIONS OF THIS MPGX TREME ISR AGREEMENT, YOU UNDERSTAND THAT YOU ARE REQUIRED TO BE AT LEAST 18 YEARS OF AGE AND AGREE TO BE BOUND BY THESE TERMS, AS WELL AS THE OTHER POLICIES OF MPGX TREME, INCLUDING THE TERMS AND CONDITIONS OF THE MPGX TREME.COM/XTREMEMPG.COM WEBSITE AND THE PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE EXIT THE MPGX TREME REGISTRATION PROCESS NOW. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE MPGX TREME SERVICES AND/OR THOSE XTREMEMPG PRODUCTS OR SERVICES.

### **1. Compliance with Agreement:**

It is within Mpgxtreme's sole discretion as to whether you have violated the terms of this Agreement. Mpgxtreme reserves the right to refuse anyone to become a ISR. Mpgxtreme may also, in its sole discretion, prohibit any end user from using the Services. You acknowledge and agree that customers who utilize your Mpgxtreme Website must agree to Mpgxtreme's standard terms and conditions for use of the Services. Mpgxtreme will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity it becomes aware of. You agree to report any violations of this Agreement by other persons to Mpgxtreme to [abuse@mpgxtreme.net](mailto:abuse@mpgxtreme.net).

### **2. Payments of Commissions by Mpgxtreme:**

Commissions shall be paid weekly and monthly depending on commission type, provided the commission during the pay period is at least twenty dollars (\$20.00). If the balance owed is less than twenty dollars (\$20.00), the commission will be paid the following pay period when the total commissions earned are equal to or exceed \$20.00. The commission report is run at 12:05 AM the morning after the last day of the current pay period. A check processing fee of \$2.50 will be charged on each disbursement. Direct sales commissions will be paid for a duration of two years.

### **3. Calculation of Commissions:**

All sales commissions are calculated using the DirectScale Software system. This system tracks all sales and ISR enrollments made through ISR Websites at <http://www.mpgxtreme.com>. All commissions are calculated pursuant to the Mpgxtreme ISR Compensation Plan.

### **4. Performance Statistics:**

Mpgxtreme provides all ISRs statistics on their current commissions as well as their commission history. Mpgxtreme uses its commercially reasonable efforts to update this in real-time and to make such information available on-line 24 hours a day, seven days a week (not including periods of maintenance) through the ISR's Virtual Back Office that can be accessed at <http://www.MPGX TREME.com>. Mpgxtreme tracks all sales, ISR enrollments, and calculates commissions using its DIRECTSCALE Software System. Once a sale is made through a ISR's MPGX TREME.com Website, the reporting of the sale is reflected in the ISR Commission Report.

### **5. Effect of Customer Returns on Commissions:**

If a Mpgxtreme Customer disputes his or her credit card charge, the commission amount based on the disputed charge or sale will be debited from the sponsoring ISR's account. If a monetary amount is

returned to the Mpgxtreme Customer, the commission on the returned sale will be debited from the sponsoring ISR's account.

#### **6. International Affiliates:**

Our services can be purchased globally. International affiliates are ones that reside outside the USA. Mpgxtreme can accommodate reasonable international ISR requirements for sending commission checks. Mpgxtreme can process commission checks through Money Gram, Western Union, Bank wire, US mail, Pay-Pal, or similar method. The charge for this service varies depending on location of the ISR, amount of the commission, and disbursement method. The minimum commission amount needed for Mpgxtreme to process an international commission check is US \$50.00.

#### **7. Your Mpgxtreme ISR Responsibilities:**

You understand and agree that violation of any of the following conditions shall result in the forfeiture of any accrued commissions and immediate termination of your Mpgxtreme ISR Account:

##### **a) Unsolicited e-mail:**

You shall not use Unsolicited Commercial E-mail (UCE), referred to as Spam or any form of unsolicited e-mail, to promote any of the Services associated with Mpgxtreme. Spam means unsolicited e-mail sent to persons with whom you have no relationship and/or who have not requested your information.

##### **b) Inappropriate Content:**

You may not link to Mpgxtreme from any Website which contains content that is slanderous, libelous, threatening, pornographic, obscene, and/or infringing that could give rise to any civil or criminal liability.

##### **c) Reference to Mpgxtreme Competitors:**

You may not reference or place links to competitors of the Mpgxtreme Service (such as other Affiliate or ISR Programs) on your Mpgxtreme Website.

#### **8. Use of Mpgxtreme Intellectual Property and Content:**

You are granted a limited, non-exclusive license to use selected images, logos, trade names, trademarks, copyrighted material, and similar identifying material relating to us (collectively, the "Licensed Materials") as provided by Mpgxtreme solely to advertise or market our Services. All the materials on the Mpgxtreme Website, including text, graphics, and other illustrations (Content) are the property of Mpgxtreme.

You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, prepare derivative works based on, repost, or exploit any of the Content for any commercial purpose or public purpose without prior written consent of Mpgxtreme. You may not use the Content on any other Website or in a networked computer environment for any purpose. If you violate any of these terms, your permission to use the Content will automatically terminate. You must immediately destroy any copies you have made of the Content, and we may end your authorization to participate in the Program.

Mpgxtreme retains all rights to its Licensed Materials (and any intellectual property embodied by the Licensed Materials) at all times. Any other use is strictly prohibited, including use of the Licensed Materials in any manner that is disparaging or that otherwise portrays Mpgxtreme in a negative light. Determination of what is and is not acceptable use is at the sole discretion of Mpgxtreme. You may not alter, modify, or change the Licensed Materials in any way. We, in our sole discretion, may revoke your license at any time, with or without cause and in our sole discretion, by giving you notice. The license granted herein should not be construed as granting any ownership rights in the Licensed Materials to the respective licensee thereof, all of which rights will remain the property of Mpgxtreme. Upon the effective date of the expiration or termination of this Agreement, the license granted herein will expire, You agree to cease using such Licensed Materials.

You may not resell any portion of the Service to any other party except to end users of such Services.

## **9. Publicity:**

You shall not create, publish, distribute, or permit any written material that makes reference to Mpgxtreme without first submitting such material to Mpgxtreme and receiving its prior written consent.

## **10. Term of the Agreement:**

The Term of this Agreement shall become effective upon acceptance of the ISR Application submitted by You through the Registration Process. Either You or Mpgxtreme may terminate this Agreement at any time, for any reason or no reason, by giving the other party written notice of termination. You are only eligible to earn commissions on sales occurring during the term of this Agreement and commissions earned through the date of termination will remain payable excluding amounts due to credit card fraud, chargebacks, refunds and bad debts and credits for canceled services. Mpgxtreme may withhold your final payment or a portion thereof for a reasonable time to ensure that the correct amount is paid.

## **11. Modification of Agreement:**

Mpgxtreme may modify any of the terms and conditions contained in this Agreement at any time and in its sole discretion by posting a change notice or a new Agreement on this Website. You will be notified of any such change through an e-mail before a change is made. Modifications may include, but are not limited to, changes in the scope of available commissions, payment procedures, and terms and conditions of the ISR Program. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT AS PROVIDED IN PARAGRAPH 10. IN THE EVENT YOU OBJECT TO A CHANGE, THE CHANGES THAT WERE ANNOUNCED WILL NEVERTHELESS BECOME EFFECTIVE UNLESS WE AGREE, IN WRITING, TO THE CONTRARY. YOUR CONTINUED PARTICIPATION IN THE ISR PROGRAM BY FAILURE TO TERMINATE THIS AGREEMENT FOLLOWING THE POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE MPGXTREME WEBSITE WILL CONSTITUTE BINDING ACCEPTANCE OF SUCH CHANGE OR NEW AGREEMENT.

## **12. Relationship of Parties:**

You and Mpgxtreme are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on Mpgxtreme's behalf.

## **13. Disclaimers:**

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR WITH RESPECT TO THE SERVICES SOLD THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY OR NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR WEBSITE OR THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND IT WILL NOT BE LIABLE IN ANY WAY FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## **14. Limitation of Liability:**

We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits or data, arising out of or relating to this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement, or \$50, whichever is greater.

## **15. Indemnification:**

You hereby agree to indemnify and hold harmless Mpgxtreme, its subsidiaries, affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, and expenses (including reasonable attorney's fees, which will include an allocable portion of the expense of such party's corporate legal department), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are related to: (i) any claim that your use of the Licensed Materials infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any

misrepresentation of a representation or warranty or breach of a covenant and agreement made by you or on your behalf herein; (iii) the development, operation, maintenance, and content of Your Website, and products and services offered from Your Website, or any claim related to Your Website, including without limitation, content therein not attributable to us; or (iv) any representation or warranty made by You on Your Website or otherwise relating to the Services that exceeds the representations and warranties made by Mpgxtreme regarding such Services.

**16. Independent Investigation:**

YOU ACKNOWLEDGE BY PRESSING THE "I ACCEPT" BUTTON AND/OR BY SUBMITTING YOUR ISR APPLICATION BY MAIL OR BY PHONE (A) YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS, (B) YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE, (C) YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT AND (D) YOU ACKNOWLEDGE THAT MPGXTREME HAS MADE NO REPRESENTATION REGARDING THE POSSIBILITY OR AMOUNT OF REFERRAL FEES THAT MAY BE EARNED PURSUANT TO THE PROGRAM.

**17. Governing Law:**

This Agreement will be governed by the internal laws of the State of Minnesota without regard to the choice of law provisions thereof. Any dispute between the parties arising under this Agreement will be resolved by binding arbitration by an arbitrator to be conducted in Minneapolis, Minnesota, or in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall have the discretion to order that the cost of arbitration, including the arbitrator's fees or other costs, and reasonable attorney's fees, shall be borne by the losing party. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

**18. Attorney's Fees:**

If either of the parties hereto (or any successor thereto) resorts to legal action in order to enforce, defend or interpret any of the terms or the provisions of this Agreement, the prevailing party will be entitled to receive, in addition to such other remedies as will be awarded to it in such legal action, reimbursement from the non-prevailing party for all reasonable attorney's fees and all other costs incurred in commencing, maintaining, or defending such action (which will include an allocable portion of the expense of such party's corporate legal department). In addition, the prevailing party will be entitled to recover from the non-prevailing party post-judgment attorney's fees incurred in enforcing a judgment against the non-prevailing party.

**19. Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

**20. Account Deactivation:**

A user/reseller account will be deactivated, and all credit/commissions forfeited if not used or accessed within a two-year period.

**21. Miscellaneous:**

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when receipt is electronically confirmed if transmitted by facsimile or e-mail upon receipt. If sent by certified or registered mail, return receipt is requested. You may not assign this Agreement by operation of law or otherwise without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.