

UNIVERSAL UNLIMITED™ INC. / IONX HOLDINGS™ INC.
INSTRUCTIONS TO APPLY FOR OUR RETAIL DISTRIBUTION PROGRAM

Thank you for your interest in applying to our Retail Distribution Program. Please follow the simple instructions below:

1. Print out this entire document.
2. Read and sign the Retail Program Agreement below.
3. Fill out the Retail Program Application Form below as completely as possible.
4. Fax all pages of this document to: 1-775-996-7044 in the United States.

Please allow up to 3 days for a response. We will evaluate your application and notify you within 3 business days due to processing. Upon acceptance of your application, we will disclose all discounted pricing information based on quantity, and forward you the documents for order processing, product protocols, and brochures.

Your application will be rejected if we determine, at our sole discretion, that your company deals with any inappropriate policies or materials. This includes material that is sexually explicit, promotes violence or discrimination, illegal activity, or violates intellectual property rights. We do not discriminate based on race, sex, religion, nationality, disability, sexual orientation, or age.

UNIVERSAL UNLIMITED™ INC. /IONX HOLDINGS™ INC.
RETAIL PROGRAM APPLICATION FORM

Contract Information

First Name:	Last Name:
Title:	
Email Address:	

Company Information

Company Name:		
Address:		
City:	State:	Zip:
Telephone:	Fax:	
Website(s):	Website(s):	
Website(s):	Website(s):	
Tax ID Number:	Tax ID Number(2):	
Do you sell with online auctions? Yes / No (Circle one)	Who?:	
Did anyone refer you to us? Yes / No (Circle one)	Who?:	

RETAIL DISTRIBUTION PROGRAM AGREEMENT

Throughout this agreement, “we”, “us”, and “our” refers to UNIVERSAL UNLIMITED™ INC. /IONX HOLDINGS™, INC., and “you” and “yours” refers to the Retail Distributor as formed by the acceptance of these Terms and Conditions.

During the term of this agreement you must accept and abide by all Terms and Conditions. This agreement commences when we accept you as part of our Retail Distribution Program and shall end when either you or we notify the other, by email or postal letter, of the termination of this agreement.

General Terms and Conditions

1. We are not liable for any damages (direct, indirect, accidental, consequential, emotional, or otherwise). We will not be held responsible for erroneous or false information provided by anyone.
2. You are of a legal age to engage in this legal matter and our business in the state in which you reside.
3. You are, upon acceptance, a retailer conducting business for your own account and not an agent, employee, or franchisee for us.
4. You further understand that you will not be treated as an employee in regard to any laws covering employees, including but not limited: Federal Insurance Contributions Act (FICA), Social Security Act, Federal Unemployment Tax Act, Income Tax Withholding at source, or for any federal, state, or local taxes and licensing fees that may become due as a result of activities under this agreement. You, as an independent retail distributor, shall be responsible for obtaining any licenses and insurance required by law.
5. You will not defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights, such as the rights of privacy and publicity of others. You will not download, publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information as it relates to us or our products.
6. Any and all websites promoting our product(s) must be listed on the Retail Distribution Program Application. This includes any and all auctions (including eBay Accounts). You will need to list each of your user ID's within an auction account. When any new sites are added, you are obligated to notify us IMMEDIATELY. New website additions are subject to review by us.
7. All distributors that sell via a website are not to use the trademarked names of any of the companies that we distribute for in Pay-Per-Click advertising through any search engine (i.e. Google, MSN, Yahoo). All violators will be terminated as distributors through us.
8. Disclaimer and Limitation of Liability as to Products Sold: With respect to products sold and brokered by us expressly disclaims all warranties, expressed or implied, of any kind with respect to products sold or brokered, including but not limited to, merchantability for a particular purpose. You agree that the sole and exclusive maximum liability to us shall be the price of the product ordered. In no event shall we and our clients, our directors, officers, employees or representatives be liable for special, indirect, consequential, or punitive damages related to product sold. You assume full responsibility for all of the health information contained with regard to the products. We are not held liable in any way for results stemming from the practical use of the product information.
9. We reserve the right to change or add any and all Terms and Conditions throughout this document, effective upon making the modified provisions available on our company website. You are responsible for regularly reviewing this document and any changes that are made. Your continued participation in our Retail Distribution Program, after any such changes are made, shall constitute your consent to such changes. We do not and will not assume any obligation to notify you of any changes that are made.

Usage Terms and Conditions

10. When selling our products offline (not using the Internet to advertise, sell, and distribute) there are no price restrictions. When selling our products online (using Internet to advertise, sell, and distribute), to maintain consistency in the value of the product we suggest in keeping with our suggested retail price. This includes eBay reserves and any other auctions. The penalty for breaking this policy is immediate cancellation of this agreement and your participation in our Retail Distribution Program. This condition is monitored and any suspected circumventing of these terms will result in immediate termination.
11. You cannot give samples of this product via the Internet.
12. You may not artificially inflate traffic to our advertisers' sites using any device, robot, or script.
13. You may not without prior permission use our trademarked names in your website's URL or advertising. You may not purchase traffic with our trademarked names.
14. The contents of our websites are protected by copyright and may not be used without written permission. This includes all sales script, headlines, images, testimonials and graphs.
15. If fraudulent activity is committed against us, we reserve the right to cancel retailers and take appropriate legal action to cover our damages. Fraud is monitored and will not be tolerated.
16. Orders must be paid in U.S. FUNDS ONLY by wire transfer, money order, bank cashier check, or credit card.
17. Only authorized entities in our Retail Distribution Program are allowed to order our products in bulk at a discount price. Any fraudulent use in ordering will result in immediate termination.
18. Payment is expected in full upon placing orders. There are no refunds or returns at retail prices.
19. Cancellation of orders must be made within 24 hours of placement before the order ships. A refund will be issued by which method the order was originally charged. Refunds will be processed within 7 days. If a cancellation is placed after the order ships, it is up to you to refuse the package. Once the refused package is received by us, we will process your full refund, minus any shipping and handling costs, within 7 days of receipt of refused package.
20. Shipping policies are as follows. All COD orders are to include \$10.00 per shipment. All orders that are 2-day or overnighted will be actual shipping costs.
21. We do not honor any manufacturer's guarantees. All distributors are responsible for their own returns. We will accept any unopened product on a return for half of the original sale price to the distributor. This is considered a restocking fee for the company to take the unsold product back into stock. We reserve the right to deny this restocking option to any distributor, for any reason, and at any time.
22. You are a professional and therefore agree to comply with the highest standards for your profession. You shall make no representations, warranty or guarantee concerning PRODUCTS, other than those authorized by us . You shall make no medical claims and shall not use any other literature, signage, or advertisement that is not supplied by us or authorized in writing by us. You are required to remain in compliance with all governmental laws and regulatory bodies of the United States of America including, but not limited to, the F.D.A. and F.T.C.
23. This agreement is personal to you. You may not assign your rights under this agreement without our prior written consent. If you do assign your rights, as would be the case were someone other than you to use your account, you shall remain liable to us for any fees due under this agreement. We may assign this agreement at any time.

24. We reserve the right to cancel any order any time we see fit.

I have read, understood and accept the above Terms and Conditions.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____