

GROUP STOCKIST SERVICE CENTRE AGREEMENT

(Jan. 2019 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. Ruixue Li (Frank), hereinafter known as the COMPANY and _____, with postal address at

hereinafter known as the CENTRE;

A, The COMPANY agrees to:

1. Allow the CENTRE to operate and be located at

2. Allow the 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 CENTRE agrees to:

1. Maintain a safety inventory level of at least two (2) weeks, for distribution and to service the product requirements to your Group or downlines only.
2. Shoulder all expenses relating to business registration, taxes and other permits that may be required by National or Local Laws.
3. Shoulder/compensate the bonus that may be due to distributors who purchased products in the CENTRE if, after verification the CENTRE is found to have issued Cash Bill resulting in negative balances/inventory of DXN products.
4. Issue Cash Bills for products purchased by DXN distributors, which will be the basis of the COMPANY in the computation of distributors bonus/commission.
5. Submit report(s) to DXN Office as requested.
6. Keep all duplicate Cash Bills (issued by the CENTRE) and Purchase Invoices (from DXN) in a safe place for a period of at least **five years**, and ensure that it is available to the Australian Taxation Office or DXN International as requested for the purpose of reviewing, reconciliation and auditing.

C, The COMPANY and the CENTRE agrees that:

1. The CENTRE, its representatives and employees are not employees of DXN and the 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 CENTRE shall comply with existing policies and procedures issued by the COMPANY relative to the operation of the CENTRE. The COMPANY reserves the right to revise, update or amend policies and procedures without prior notice.
3. This agreement supersedes any agreement/s between the COMPANY and the CENTRE.
4. Only the 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 CENTRE.
5. The CENTRE shall maintain a minimum monthly product inventory of **\$1,000.00** in any given month after the approval of the CENTRE.
6. The appointment of a CENTRE is non-transferable.
7. Either party may terminate this agreement at any time with cause, upon giving 30 days notice to the other party.
8. The COOMPANY may suspend the release of CENTRE benefits under A(3) hereof, in the case of violation of the terms and conditions herein.

CONFORME

CENTRE:

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Group Stockist Service Centre Operator:

Member Name:

Member Code:

Date: / /

Name of Witness:

Date: / /

Company:

DXN International Australia Pty. Ltd.

Mr. Ruixue Li

Managing Director

Date: / /

Name of Witness

Date: / /