

MXI Corp Artwork Release Agreement Official Independent Distributor "O.I.D."

This O.I.D. Agreement is by and between the following Parties:

MXI CORP

795 Trademark Drive
Reno, NV 89521

Signed Recipient (You and/or Vendor[s])

Instructions:

Initial page 1 & 2, indicating you have read each page, then fill out and sign page 3. Page 4 should be signed by any vendors you have enlisted to produce materials for you.

TERMS AND CONDITIONS

1) THE ART FILES ARE THE PROPERTY OF MXI CORP

2) DO NOT REMOVE THE "O.I.D." ON THE LOGO(S)

To remove this designation knowingly or unknowingly is not permitted without written consent. This insignia designates the materials as those of an MXI Corp Official Independent Distributor. DO NOT MISREPRESENT YOURSELF.

3) DO NOT DISTORT, OR OTHERWISE, CHANGE THE LOGO(S)

Changes outside of aspect ratio sizing IS NOT PERMITTED. This includes, but is not limited to: color, warping, effects (3D or otherwise), etc. NO ADDITIONS OR CUSTOM MODIFICATIONS TO THE LOGO ARE PERMITTED. This logo must be as it is received. Retouching the photos is permitted, but will be evaluated on an individual basis.

4) DO NOT DISTRIBUTE/SHARE THE ARTWORK FILES TO ANYONE IN THE ORGANIZATION

Sharing these files may lead to a violation of the Terms and Conditions by others. If you share files, you share consequences for any misuse of those files by unauthorized individuals you have supplied. Sharing includes, but is not limited to:

- hosting the file(s) on an authorized server
- transferring via internet (e-mail, FTP, Websharing), disk or other digital media
- supplying a login/password to download from an authorized server

5) SALE OF THE ARTWORK IS STRICTLY PROHIBITED

6) FILE CONVERSION IS PERMITTED

The file may be converted to data files that are not supplied in the Media Kit, provided the logo has not been compromised. Any color shifts should be adjusted accordingly.

7) ALL DESIGNS/LAYOUTS MUST BE APPROVED BY MXI CORP

RECIPIENT must submit all materials prior to printing to receive written authorization by an approved representative of MXI CORP. Any materials printed/published without prior Corporate approval are subject to a possible recall. Recalled materials must immediately be destroyed or returned at RECIPIENT'S expense, and when possible, revised and approved materials may replace recalled materials. Reprinting or republishing will be at the expense of the offending RECIPIENT. Any materials found printed without prior MXI CORP approval may result in RECIPIENT losing all rights and privileges in using O.I.D. Materials.

8) ATTORNEYS' FEES

If any Party breaches this Agreement, then the non-breaching Party shall be entitled to collect from the breaching Party any and all reasonable costs (including attorneys' fees) incurred by the non-breaching Party in enforcing this Agreement. Such relief shall be in addition to any other relief to which the non-breaching Party is entitled.

9) INJUNCTIVE RELIEF

It is understood and agreed that damages are an inadequate remedy in the event of a breach or intended or threatened breach by RECIPIENT of this Agreement and that any such breach by RECIPIENT will cause MXI CORP irreparable injury and damage; accordingly, RECIPIENT agrees that MXI CORP shall be entitled, without waiving any additional rights or remedies (including monetary damages) otherwise available to MXI CORP at law, or in equity, or by statute, to preliminary and permanent injunctive relief in the event of a breach or intended or threatened breach by RECIPIENT.

10) SEVERABILITY

In case anyone or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision(s) had never been contained herein, provided that such invalid, illegal or unenforceable provision(s) shall first be curtailed, limited, or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

11) FINAL AGREEMENT

This Agreement constitutes the final, complete and exclusive agreement between MXI CORP and RECIPIENT concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between MXI CORP and RECIPIENT with respect thereto. Any modification, rescission or amendment of this Agreement shall not be effective unless made in writing and executed by MXI CORP and RECIPIENT.

12) WAIVER

Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise.

13) HEADINGS

The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.

14) GOVERNING LAW

This Agreement shall be governed and enforced in accordance with the laws of the State of Nevada.

15) AUTHORIZATION

The persons signing below represent that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

READ, UNDERSTOOD, AND FREELY ACCEPTED BY:

(“RECIPIENT”)

Authorized Signature _____

Name & ID# (print): _____

Title (print): _____

Date (print): _____

E-mail Address (print): _____

MXI CORP OFFICIAL TO SIGN BELOW

MXI Corp (“MXI CORP”)

Authorized Signature _____

Name (print): _____

Title: _____

Date: _____

E-mail Address: _____

Employees/Brokers/Representatives

Each of the undersigned, as a precondition to receiving Agreement, represents that he/she has read the Agreement to which this page is attached and that he/she agrees to be bound by said Agreement in the same manner that Recipient is bound thereby and that he/she further agrees not to use materials expect in the service of Recipient and only for the purpose permitted by such Agreement.

READ, UNDERSTOOD, AND FREELY ACCEPTED BY VENDOR:

Authorized Signature _____

Name (print): _____

Date: _____

E-mail Address: _____

READ, UNDERSTOOD, AND FREELY ACCEPTED BY VENDOR:

Authorized Signature _____

Name (print): _____

Date: _____

E-mail Address: _____

READ, UNDERSTOOD, AND FREELY ACCEPTED BY VENDOR:

Authorized Signature _____

Name (print): _____

Date: _____

E-mail Address: _____