

IXQtv Terms & Conditions

Below are our policies regarding orders and ordering. It is required to agree to these terms before ordering.

ATTENTION: PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEB SITE. USING THIS WEB SITE INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, PLEASE DO NOT USE THIS WEB SITE.

By joining IXQ TV, you agree to abide by the below Terms and Conditions. This is an agreement ("Agreement") between IXQ TV ("we", "us", "our", or the "Company") and you, an independent contractor ("you" or "Distributor" or "Member" or "Customer") of IXQ TV as described herein. By establishing, activating, using, or paying for our products or services in IXQ TV, you acknowledge that you have read and understood these Terms, you agree to the Terms and Conditions in this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms and to the prices, charges, and conditions provided to you in association with your enrollment.

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time by updating this posting. Please check these Terms periodically for changes. Your continued use of the web site following the posting of changes to these Terms will mean you accept those changes and that they apply to you. These Terms and Conditions apply to every web site maintained by IXQ TV.

General Information

The Terms and Conditions as set forth herein are part of each IXQ TV Distributorship. As an Independent Distributor you must comply with all the Terms and Conditions set forth by IXQ TV ("Company") within the Terms and Conditions, the Distributor Application and Agreement, Compensation Plan, all provisions indicated on forms produced by IXQ TV forms and all business announcements, as well as honor all applicable laws and regulations in the state, province, country or other political subdivision where you live and in which you operate your IXQ TV business. Please study this document carefully. Each IXQ TV Distributor is responsible for adhering to the Agreement and these Terms and Conditions. The Terms and Conditions apply to all existing and future Distributors and will be enforced as such. Violation will subject the Distributor to disciplinary sanctions. The Company reserves the right to waive any rules embodied in the contents herein as deemed appropriate without explanation.

Cancellation of Subscription:

Distributors and Customers establish a recurring monthly order for the subscription of their choice. This recurring order is called a subscription. We require 7 days' notice to change or cancel any Subscription. If you do not wish for your subscription to be processed for the month, we will need to receive your request at least 7 days prior to your subscription processing date. Your subscription processing date can be found in your Backoffice.

You can change, suspend or cancel your Subscription at any time through your Backoffice or by emailing support@myixqtv.com or clicking SUPPORT in your online Backoffice and submitting your request. If you do not, you will be charged for the same product selection or service that you received the previous month.

Please note: *Subscriptions are non-refundable.* These services are provided online and are available for use at all times. If you choose not to use these services, it is not a viable reason to receive a refund.

Account Cancellation Procedure

To cancel your account, you can login to your Backoffice at any time. You may click the cancellation link at the bottom of the home page of your Backoffice. You may also click the **Support** link in your Backoffice to submit your request in writing. Please be sure to include "Cancel" in the subject and your NAME, USERNAME in the body of the email. Lastly, you may send an email to support@myixqtv.com requesting to cancel your account with the subject "Cancel." The email should include your NAME, USERNAME, and come from the email address you have on file with us.

You can also submit a written request to cancel your account by fax or by mail. It should include your NAME, USERNAME, and CONFIRMATION OF YOUR ADDRESS. Written requests can be sent to:

IXQ TV
8101 Vanguard Drive Suite 100
Mechanicsville, VA 23111
USA
Fax 804-559-9503

We require 7 days' notice to cancel any subscriptions. If you do not wish for your subscription payment to be processed for the month, we need to receive your request 7 days prior to your subscription processing date. Your subscription processing date can be found in your Backoffice when you log into your account.

USE OF SITE CONTENT

IXQ TV maintains ~~this~~ its websites and their content for your personal information, entertainment and education. You may view and download material displayed on the web site for your personal, non-commercial use only, provided you retain all copyright, trademark and other proprietary notices contained within the material. Except as specifically provided, you may not distribute, retransmit, re-publish, reuse, re-post, or use the contents of this web site for public or commercial purposes, without IXQ TV's prior written permission. You may not alter or interfere with the content or functioning of the web site, or "mirror" any content contained on this web site or any other server. The materials at this web site are copyrighted and any unauthorized use may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. If you breach any of these Terms or Conditions of Use, your right to use this web site will terminate automatically. Upon termination, you must destroy all materials obtained from this site and all copies thereof, whether made in accordance with these terms or otherwise.

YOUR COMMUNICATIONS

IXQ TV welcomes your comments. However, please do not send IXQ TV any creative ideas, original materials, or suggestions other than those we have specifically requested. Any communication or material you transmit to IXQ TV or post to the web site by electronic mail or otherwise, including any personal data, questions or answers, comments, suggestions, or the like (collectively, the "Submissions"), will be deemed, and shall remain, the property of IXQ TV. The Submissions shall be treated as non-confidential, and may be disseminated or used by IXQ TV or its affiliates for any purpose including, but not limited to, developing, manufacturing or marketing products. Anything you transmit or post may be used by IXQ TV or its affiliates for any purpose, including but not limited to product or service solicitations, reproduction, disclosure, transmission publication, and broadcast. You may not post or transmit to or from the web site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

CREDIT CARDS

Products and promotional materials can be purchased with Company-accepted credit cards. Distributors may only use credit cards belonging to them, or for which they are authorized users. Distributors who are found to process orders without the consent of the cardholder are in violation of federal and state laws and will be subject to immediate termination.

Products, services and promotional materials can be purchased with Company-accepted credit cards. While it is preferred for each Distributor to use his/her own personal credit card, we do understand that is not always possible. For this reason we do provide alternative payment methods for individuals that do not own a credit card. Additional information about these alternative payments methods is available through our Corporate Home Page and the Home Office. We perform regular account maintenance, if during the course of this regular account maintenance it comes to our attention that a credit card belonging to someone other than the account holder is listed on the account, that credit card will be immediately removed from the account. Repeated use of 3rd party credit cards will result in immediate termination of the account in question.

Distributors that use their credit cards for purchases of our products and services are assuming all responsibility for purchases of our products and services. Please see the Cancellation Policy for

information regarding refunds. Once a credit card has been added to an account, it will remain on that account until it is removed by the account holder. If the account holder does not have enough funds in their Commission Account to pay for the next scheduled monthly purchase, the credit card on file will be charged for that purchase. Any credit card listed in our system must have the name of the cardholder as it is listed with the issuing bank and the current billing address on file at all times. It is the responsibility of the individual Distributor to maintain and manage their credit card.

Chargebacks

Chargebacks result when Distributors contact the issuing bank for assistance with a credit card charge instead of contacting the Home Office directly to find a resolution. These disputes are damaging to our working relationship with our Credit Card Merchant. Excessive numbers of chargebacks can result in the loss of our ability to process credit cards. This would be detrimental to the Company.

Distributors cannot misrepresent the Company and any of the policies, which includes our refund and return policies, in any way. Misrepresenting the Company will result in disciplinary action which may include the termination of your Distributorship.

Any Distributor causing an unwarranted chargeback to the Company due to an unauthorized transaction will be subject to immediate termination. The credit card used in the disputed charge will be immediately blacklisted ensuring it cannot be using again. If the credit card in question is used on any other accounts, it will be removed from those accounts as well.

We reserve the right to debit the commission account balance of the Sponsor or Upline the \$30.00 chargeback fee for each chargeback received. Repeated receipt of unwarranted chargebacks will result in disciplinary action of the Sponsor and Upline and may include the termination of their Distributorship when such conduct becomes known to the Company. Additionally, IP addresses used on accounts cancelled due to chargebacks may be blocked.

Credit card disputes must be presented to the Company in writing within 6 months from the date of transaction.

Customer

A Customer is a person who, upon completing a Customer Application (by phone, fax or online), may purchase Company product(s) directly from the Company at a Distributor price.

Since Customer product orders are for personal consumption only, and not for resale, Customers will not be required to submit any tax identification information.

Customers select or are assigned an account Username once the Customer Application is accepted by the Company. The Company reserves the right to refuse to accept any Customer Application for any reason.

Customers may only order under their respective account Username. A Customer does not participate in the Compensation Plan and does not earn commissions.

Customers have no renewal requirements or obligations.

A Customer must abide by the Terms and Conditions as set forth by the Company.

Independent Distributor

An Independent Distributor (Distributor/Member/Business Partner) is an individual or business entity that has completed an Independent Distributor Application (by phone, fax or online) that has been accepted by the Company. The Company reserves the right to refuse to accept any Independent Distributor Application for any reason.

A Distributor may purchase Company products for personal use and/or for retail sale to consumers. Distributors qualify to earn commissions through the Company Compensation Plan by meeting certain volume and/or recruiting requirements.

Distributors are independent contractors for all purposes, including legal and governmental tax purposes. There is no employer/employee relationship, partnership or joint venture relationship between a Distributor and the Company. Distributors set their own business hours and determine their own methods of business development. Distributors are solely responsible for paying all taxes and/or duties required by law to receive Company products. Distributors are solely responsible for paying all taxes applicable in the state, province, country or other political subdivision where they live and in which they operate their IXQ TV business. Each Distributor must keep proper records necessary to ensure the proper assessment and payment of any such taxes.

Distributors may not bind the Company or incur any debt or expense in the name of the Company or open any checking account on behalf of, for, or in the name of the Company.

The Company shall not be liable for any debts or liabilities that a Distributor may incur, whether or not such liabilities are incurred during the term of the Agreement.

Distributors must always identify themselves as an "Independent Distributor" in all written and verbal communications.

The Company reserves the right to request information about any Distributor's business and downline to ensure compliance with this Agreement.

Commissions and bonuses will only be paid to qualified Distributors in good standing with the Company.

Distributors must operate their business in accordance with applicable local laws and/or regulations.

Distributors are prohibited from promoting or selling to Distributors of the Company or prospective Distributors of the Company any products, services or opportunities not directly associated with the Company.

Distributor Application and Agreement/ Identification Numbers

The prospective U.S. applicant must possess and provide a valid Employer Identification Number (EIN), Social Security Number (SSN) or taxpayer identification number (TIN).

Applicants who choose not to provide required information may sign up as a Customer. All applicants must be 18 years of age or older.

Distributors are required to maintain current contact and address information in the company database at all times.

If you submit a false EIN, SSN or TIN to the Company, you may be subject to immediate termination and will be assessed any fees charged to the Company by the Federal Government in connection with any such false reporting.

Distributors are solely responsible for registering and/or obtaining city, state or provincial licenses required to sell Company products.

Establishing a Corporation, Partnership or Trust

U.S. Distributor may own and operate his or her Distributorship as a corporation, a limited liability company or as any other business entity, which is authorized by the law of the state in which the Distributor is located as a legal business entity provided it complies with certain requirements and conditions. If any type of business entity operates as a Distributor, the appropriate EIN or TIN must be provided.

Combining a Third-Party Agreement with your IXQ TV Business

A "Third Party" includes, but is not limited to, another Independent Distributor or an unrelated individual/company offering business-building services or related/non-related goods and services.

The Company does not endorse or permit any third-party income representations, guaranties or other such representation to build your downline organization. In addition, the Company does not endorse any third-party individual or company making income representations through the use of third-party sales ads.

If you choose to enter into any such agreement with a third-party, you do so at your own risk. The company will not be bound by any such agreement or contract. The Company will not reimburse you for costs incurred as a result of any agreement or contract described above.

You may not enter into third-party contracts combining any aspect of the Company business, as presented by the Company, with another offering having to do with the sale of the Company products, opportunity or the Compensation Plan with any other non-Company component, agreement, business plan, method or device. The Company does not honor these agreements. The Company will not settle disputes resulting from third-party agreements or between Distributors.

The Company does not allow the IXQ TV Products or Compensation Plan to be presented/offered in conjunction with any other business plan or other form of business. Violation of this Policy will be considered a breach of your agreement and subject to termination of your Distributorship.

Distributor Performance

Distributors agree to perform bona fide selling and distributing functions in marketing IXQ TV's products to the consumer. Distributors are not required to establish a downline sales organization. If a Distributor does establish a downline sales organization, he/she agrees to supervise, train and have on-going communications and coordination with his/her downline sales organization as provided in these polices.

Distributors shall indemnify and hold harmless the Company and its shareholders, officers, directors and employees from and against any claim, demand, liability, loss, action, causes of action, costs or expenses (including but not limited to reasonable attorney's fees) arising or alleged to arise in connection with, or related to, Distributors' representations, acts or operation in violation of the Agreement, or Distributors' negligence or willful or intentional misconduct.

Display Policy

All displays must be submitted to Support for approval.

Trade Shows and Expositions

You may display and procure orders for Company products at trade shows and expositions. However, Company and product literature must be Company produced and/or approved literature, and you must identify yourself as a IXQ TV Independent Distributor. You must keep the Company products and materials separate from any third-party offerings. Educational materials must be physically separated from the Company products and promotional materials.

Misrepresenting the Company

Presenting the Company, Compensation Plan, employees or products in a deceptive, fraudulent or misleading way will result in disciplinary action and may include the termination of your Distributorship when such conduct becomes known to the Company.

Compensation Plan and Income Earnings Misrepresentations

Opportunities for income under the Compensation Plan are determined by many factors, including the ability and perseverance of the individual. You may not make statements alluding to the income potential of any prospective Distributor except as stated in Company literature or make statements regarding anyone's personal income without stating that the income is not necessarily representative of the income any typical Distributor can earn. Distributors must realize that Income Statistics provided by the company properly represent potential or average income figures. All income is strictly derived from sale of products. Misrepresentations of potential income earnings or the Compensation Plan includes, but is not limited to, the following:

- Reviewing the Compensation Plan with any person without clearly stipulating that no remuneration is received solely for enrolling or sponsoring new Distributors.
- Reviewing the Compensation Plan with prospective Distributors without explaining the various entry levels and the differences between them.
- Representing or implying that all participants who enter into the business will succeed.

- Misrepresenting the amount an average Distributor might expect to earn in carrying on the business (for example, you may not show copies of Company-issued checks to represent potential earnings).
- Misrepresenting the amount of time an average Distributor would have to devote to the business in order to achieve income or Leadership levels. You may not represent or imply that it is relatively easy to succeed in the business but may only represent that a participant's success occurs through hard work and diligence.
- Representing through statements or implication that you will build a downline for any Distributor or prospective Distributor.
- Using any misleading, deceptive, or unfair recruitment methods.
- Promoting the Company, its products and/or business plan in conjunction with the sale of stocks or securities related to the Company.

Product Claims and Misrepresentations

You may not:

- Discuss or make any warranties, representations or statements concerning Company products in a manner that is inconsistent with the Company-produced literature.
- Represent that the Company or products have been approved or endorsed by any government agency.
- Use or distribute for the purpose of marketing products or in promotion of the Compensation Plan, material other than Company generated sales aids or promotional materials. Prohibited materials include outdated Company produced literature no longer in circulation and those that a Distributor creates and produces for sale and distribution in his or her downline.

SPONSORSHIP BUSINESS RULES

Rights to Choose Sponsor

Prospective applicants have the right to choose his or her immediate sponsor. Implied loyalty to an individual who made the initial Company introduction does not obligate one to accept that individual's sponsorship. (For example, prospective applicants are not obligated to be sponsored by someone who merely provides Company promotional material.) The Company does not have an obligation to settle or be part of any disputes concerning sponsorship. The sponsor of the new Distributor will be the Distributor indicated on the Application and Agreement signed by the prospective applicant and/or entered as the sponsor in the Company's computer system.

Once a Distributor Application and Agreement has been accepted by the Company and/or the account number has been assigned, sponsor changes are only permitted in the event of Company error, or if the Company is notified in writing by the new Distributor and/or the Distributors current and new Sponsor or Enroller before any commissions are paid.

Inducements to Select a Different Sponsor

Notwithstanding the Rights to Sponsor Policy, it is against Company policy to induce or allow an individual, family member, or business partner of an existing Distributor to sign up under your line of sponsorship for the purpose of circumventing the original upline from future income.

Company meetings are open to all interested parties. You must not imply that interested parties are not welcome to attend the meetings or imply that assistance will not be given to them if they are not in your downline. Distributors must feel secure when sending prospects to these meetings and all prospects attending the meeting should be referred back to the person that sent them. It is against Company policy to sponsor a prospect at the meeting who was sent by another Distributor.

You may not offer monetary rewards, free products or any other material inducement to entice a prospect to enroll under your line of sponsorship when it is made known that he or she has been working with another Distributor.

International Sponsoring

Distributors may sponsor Distributors and Customers outside of the continental United States. The Company, at its sole discretion, reserves the right to reject at any time any Distributors international distribution and sponsoring rights upon written notice at their last known address.

A Distributors right to act as an International Sponsor or to receive commissions in a Country of Operation may be revoked at any time if the Company determines that the Distributor has not conducted themselves in accordance with the terms and conditions contained herein or the governing laws of the Country of Operation.

Distributors have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register or reserve Company names, trademarks or trade names, to secure approval for products or business practices, or to establish business or governmental contracts. Distributors agree to indemnify the Company for all costs incurred by the Company for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

The Company reserves the right to establish additional Terms and Conditions that are applicable to a specific country. Distributors who conduct business internationally agree to abide by all special policies established by the Company for the specific Country of Operation.

Sponsor Information

Independent Distributor Application: You must provide the Company with valid Sponsor details at the time your application is submitted. (This includes telephone applications.) Applications received without Sponsor information will be returned to the applicant unprocessed. The Company is not responsible for contacting the applicant or the upline to verify the information provided. Distributors who fail to provide a correct Sponsor will have their Change of Sponsor request denied.

Changes to Lines of Sponsorship

The Company will not permit any change in the line of sponsorship except in the following circumstances:

- Where a Distributor has been fraudulently induced into joining the Company or
- Where, due to Company error, the sponsor has been entered incorrectly into the Company database

With any such request, the Distributor must submit a written request of his or her current Sponsor and the additional signatures from the upline. If, at the time of the request, the requesting Distributor has a downline organization in place, the change will not be granted by the Company.

The Distributor must supply written consent of all Distributors in the organization whose income is arguably affected. However, the Company maintains the right of refusal if circumstances violate other Policies, Procedures and/or the Business Rules of the Company.

If you terminate your position in writing, you may rejoin under a Sponsor of choice after 90 days. Termination of the position will result in forfeiture of all rights, future/pending bonuses and commissions under the previous line of sponsorship. Distributors who voluntarily terminate their position may join a new position under a new line or the same line of sponsorship provided all requirements are met. Position transfers are subject to the Company's approval, which may be withheld at any time.

You may sign up in a new position under a different Sponsor if there has been no activity in the original position for the previous 90 days. As an inactive Distributor, you shall not refer to yourself as a IXQ TV Distributor or hold or participate in educational or promotional meetings. You should discontinue using any materials bearing the Company logo, trademark or service marks, you shall not continue to communicate with the Company, not attempt to sponsor or enroll new Distributors or otherwise sell Company products. If you are found to be actively pursuing the business during the inactive period, the Company reserves the right to refuse your application under a new line of Sponsorship. You must complete and submit a Voluntary Termination letter, and submit a new Application and Agreement.

Distributors who wish to rejoin under these circumstances are eligible to join in a new position. Position transfers are subject to the Company's approval, which may be withheld at any time.

You are not permitted to persuade or attempt to persuade any other Distributor to terminate their enrollment with the Company in order to join your downline or use any unfair tactic or undue action to obtain any consent.

The Company reserves the right to assume any inactive or terminated position and transfer the position to another party at face value.

Sale or Transfer of Distributor Position

You ("Transferor") cannot sell, assign or otherwise transfer the rights of your Distributor position to any other person, firm or body corporate ("Transferee") without the express consent of the Company, which may be delayed or denied in the sole discretion of the Company and without a statement of reason(s). The Company reserves the right to prohibit or impose various terms and conditions, at its sole discretion respecting any proposed sale, assignment or transfer a Distributor position. The Company cannot authorize the sale or transfer of a position from one Country of Operation to another. The position will always remain in the Country of Operation in which it originated.

In order to receive such permission, the Transferor must be a Distributor in good standing as determined by the Company, and not be under any Compliance inquiry or sanction.

The Transferor must sign a letter requesting a Position Transfer authorizing the sale or transfer of their position. Additional information regarding the possible sale or transfer of a Distributor position might be needed in order for the Company to make their final decision.

The new owner is subject to all Company Policy and Procedures and Terms and Conditions. The position is available for a transfer at any level shown on the face of the Distributor Application and Agreement. All sale or transfers require that a Position Transfer and Distributor Application and Agreement be signed by Transferee and accepted by the Company. All signatures are subject to verification for authenticity.

Terminated Positions are eligible for Sale or transfer if the position has remained terminated (and/or inactive) for six (6) months. Positions terminated for disciplinary reasons are only eligible for sale or transfer once the six (6) months have expired, and there is no litigation or possible litigation pending concerning disciplinary actions taken by the Company.

Position Transfers for Distributors who have voluntarily terminated and/or inactive positions are strictly monitored for compliance with other policies as stated herein. The Company will deny position transfers at its sole discretion should it determine that the transaction will violate the Company Terms and Conditions and/or the spirit of the policy for which they are intended. Distributors using Position Transfers to violate policy may be subject to the Distributor Disciplinary Procedure.

Customers are not eligible for a Position Transfer into other existing positions in a downline organization. Customers wishing to become Distributors can sign up as a new Distributor, but cannot position transfer into an existing Distributor position.

The Company reserves the right to charge a Change of Ownership fee to process any position transfer requests.

Inheritance of Distributor Positions

Upon the death of a Distributor, all rights to the Distributors Position, including rights to commissions, bonuses and Distributor responsibilities, shall pass to the successors as stated in the Distributors will or as otherwise ordered by a court of competent jurisdiction. In the event the Distributor has no will, the rights to commissions, bonuses and Distributor responsibilities will be transferred according to the intestacy laws of the jurisdiction of the decedent's estate as provided by a valid court order. In order to receive transfer, the inheriting party(ies) must provide a certified copy of the Distributors death certificate or any other documentation required by the Company to evidence the true successor (including but not limited to a court order, copy of the Will, Letters of Testamentary in the event there is a Will and/or Letters of Administration in the event there is no Will).

The heir(s) must fill all responsibilities of the Distributor position and must sign the then-current version of the Distributor Application and Agreement. The heir may inherit and retain another Distributor position even though the heir(s) already operates an existing position.

Multiple Positions

We allow two accounts per household. This may be two individual account or an individual and a business account. If a Member/Distributor opens a business account, they must provide a EIN or TIN for tax reporting purposes. The second account must be in the same Downline organization of the first position owned. If we identify more than 2 accounts at a single household, these accounts will be terminated immediately.

Sponsoring Customers:

It is prohibited to sponsor Customers within your same household. This circumvents proper Sponsor Commissions. Any accounts found like this will be canceled and commissions will be reversed.

Joint Accounts:

You and your spouse may have independent accounts, or you can manage the same account. If you and your spouse would like to open and maintain a joint account, all income from that account must be reported under one name and one tax identification number. If you both choose to actively, manage the account, meaning you both want to update personal information such as the mailing address, credit card information or request commission withdrawals, you must contact the Home Office directly to give your spouse permission to make such changed on the account.

If a married couple divorces, the Company will abide by a final order of a court competent jurisdiction concerning the division and award of property interests and rights to each party. The concerned party must supply any documentation required by the Company to support each division.

The Company will not process any changes to an account during a pending divorce proceeding unless it receives written consent from both parties.

The Company reserves the right in any divorce proceeding to deposit commission checks with the applicable court of competent jurisdiction in the event of a dispute between spouses as to earnings.

Cross-sponsoring of Spouses/Household Members

You may not circumvent your original line of sponsorship by joining another downline organization or a different leg of your sponsor by sponsoring yourself, your spouse, dependent children, a household member ("related party") or any business or company operating under a business name (DBA) in which you and/or a related party have a direct or indirect ownership interest. Husband, wife, DBA, household members, partners and/or dependent children must all be in the same downline underneath the first position owned. It is permissible to be in separate legs provided they are under the first position owned.

Violations of this Policy will result in the termination of the cross- sponsored account, and you will be instructed to work exclusively in the original position. Neither the cross-sponsored position nor the downline organization will be moved. If the Sponsor or Enroller is found to have knowingly or willingly encouraged the cross-sponsoring the Sponsor/Enroller will be subject to further disciplinary action in accordance with the Compliance Disciplinary Procedure.

You may not participate as a partner, consultant or employee of another Distributor position for six (6) months in the event this policy is violated.

Recruiting Distributors into Other Companies

Attempting to sponsor or recruit Distributors other than those you have personally sponsored into any other program or selling any products that are either related or unrelated to products offered by the Company to those you have not personally sponsored is strictly prohibited. Distributors who violate this policy are subject to immediate termination.

If a Distributor is terminated, the Distributor shall not attempt to recruit any Distributors other than those whom they personally sponsored into any other multi-level marketing or direct selling organization for a period of one (1) year following termination of the Distributorship. You shall not directly or indirectly

contact, solicit, entice, sponsor, accept or promote Company Distributors into other opportunities or marketing programs of another Company.

Downline Reports

Downline reports are confidential, proprietary property of the Company, and they are furnished to you only to provide information for your Company Business and for no other reason. The information contained in a downline report is proprietary and valuable to the Company and must be kept confidential and not directly or indirectly disseminated or copied to any third-party or to other Distributors.

Confidential Proprietary Company Information/Reports Provided to Distributors

The Company's genealogies (being the information held by the company related to its Distributors, including without limitation its relationship with each of its Distributors, the sponsoring of each Distributor, the Distributors upline and downline, charts, data, reports and other material, and historical purchasing information for each Distributor) (collectively, "Confidential Information") are owned by the Company, are highly sensitive and valuable to the Company's business and are transmitted to you in strictest confidence. The Company's legitimate business interests require the non-disclosure thereof to (among other things) the Company's competitors. In the event the Company shall disclose details of any of its genealogies to you during the term of the Agreement:

You shall, at all times and without limit in time, treat such details as Confidential Information in the nature of a trade secret and shall not disclose such details to any other person (including any company or person in competition with the Company). You shall take all reasonable steps to protect and maintain the security of the information and shall use the details solely for the benefit of the business of the Company and for the stated purpose for which they were provided.

You shall not release, sell, reproduce for sale or in any way distribute confidential information to any party unrelated to the Company.

You shall not during the term of the Agreement or for a period of one (1) year thereafter take or encourage any action which would circumvent, breach, interfere with or diminish the value of benefit of the Company's genealogies.

You shall only use the confidential information for your IXQ TV Business.

The Company shall suffer irreparable harm in the event its confidential and proprietary information is disseminated in a manner in contravention of its interest. The Company reserves the right to seek injunctive relief or any other remedy available at law to protect its Confidential Information.

Income Taxes

You are an independent contractor. The company does not deduct personal taxes from your commission checks. The Internal Revenue Service (IRS) and Revenue Canada require that we report your annual income exceeding a set dollar value as directed by each country. At the end of the calendar year, the Company provides you and the appropriate taxing authorities with all income information required by law.

Compliance by Distributor with All Applicable Tax Laws and Other Laws

The Company will automatically provide a completed IRS Form 1099 to each U.S. Distributor whose commissions were at least \$600 at the end of each calendar year. If commissions were less than \$600, a statement will be available upon request.

The Distributor accepts sole responsibility for proper reporting and payment of all self-employment taxes (Social Security and Medicare), unemployment insurance tax, income taxes and other taxes due as a result of income earned as a Distributor.

Distributors shall comply in all respects with all federal and state statutes (including but not limited to fair trade laws; unfair business practices acts; food, drug and cosmetic acts; etc.), laws and regulations (including but not limited to those of the Food and Drug Administration and the Federal Trade Commission) and local ordinances governing their activities.

The delivery of notice of a Federal or State tax lien against the Distributor or the service of a writ of garnishment, attachment of any other form of enforcement of the collection taxes due to Federal or State

government on the Company shall constitute a presumption that the Distributor has not complied with the requirements of the Terms and Conditions to pay taxes.

Responsibilities to Your Downline Organization

You are responsible for training your downline organization on effective lawful methods of building a successful business and you are restricted from advising Distributors to restructure their downline in a fashion that gives the Sponsor or upline Distributors an income advantage, causing potential long-term damage to his or her Distributor position.

You are responsible for answering questions for Distributors whom you have personally sponsored. Distributors who have questions about any aspect of the Company should contact their upline sponsors for assistance.

Voluntary Termination from the Company

A Distributor who wishes to terminate a Distributor account must submit such request in writing to the Company.

A Distributor who terminates may apply for reinstatement after six (6) months, beginning the first day of the following month from the date of termination. Spouses of the Distributor who have terminated may not apply to become a Distributor in another line of sponsorship until the terminated Distributor is eligible for reinstatement or for six (6) months.

Due to the administrative cost incurred by the Company in maintaining Distributor positions, Distributors will be terminated if his/her account has been inactive for six (6) consecutive months. If that individual or entity desires to become a Distributor at a later date, he/she must meet all requirements of a new Distributor.

As and for a termination fee, immediately upon resignation or termination due to inactivity, Distributors shall lose all right, title and interest in and to prior and pending bonuses, rank or positioning any former line of descent.

Immediately upon resignation or termination of a Distributor, the affected Distributor will remove and discontinue the use of, and will not thereafter use names, marks, signs, labels, stationary, advertising or any other material referring or related to IXQ TV.

Any and all legal claims against Distributors compensation by outside parties may subject the Distributor to collection charges and/or termination of their IXQ TV Distributorship,

A Distributor may be terminated by IXQ TV for any violation of this Agreement. Any misstatement or misrepresentation by the Distributor shall also be grounds for termination.

A terminated Distributor cannot sponsor new Distributors. If a terminated Distributor is listed on the Distributor Application as a sponsor, the new Distributor will be contacted to provide the Company with a valid Sponsor Identification Number, which relates to a Distributor in good standing.

Telephone Consumer Protection Act: This is a federal law that protects consumers from receiving cell phone calls and cell phone text messages that they did not request or consent to. In other words, it is against federal law to make marketing offers or to send marketing material by cell phone contact of any kind unless the person being contacted consented to the call or text or requested it. ***Distributors must not engage in this form of unlawful activity.*** If a Distributor is found to have violated this rule, then he or she will be subject to discipline, up to and including termination as a Distributor.

ADVERTISING AND MARKETING

Use of Corporation Name

A Distributor may not use any corporate name of the Company, except as specified in these Terms and Conditions.

Prohibition on Use of Copyrighted Materials

None of the Company's copyright-protected materials may be sold or reproduced, in whole, or in part. All of the Company's materials are protected by the United States copyright laws and international treaties, and may not be duplicated without the specific written authorization of the Company. The Company shall have the right to terminate any Distributor who uses, reproduces, distributes or sells unauthorized copies of the Company's materials in violation of these Terms and Conditions.

Prohibition on Re-labeling

A Distributor shall not re-label or repackage any of IXQ TV's products.

Personal Contact Only

Additional promotion of business opportunities may take place only through personal contact. No Distributor is authorized to make representations regarding business opportunities other than those contained in the materials produced by the Company.

Right to Prohibit

The Company has the right to prohibit any advertising or promotion in violation of its Terms and Conditions. The Company shall be entitled to pursue all remedies available under applicable laws or under its agreement with the Distributor.

Illegal Advertising

No Distributor shall place, or cause to be placed, an advertisement with content that violates the provisions of these Terms and Conditions, any local, state, Federal Trade Commission or Food and Drug Administration regulations. Any such violations will be grounds for termination.

Unauthorized Use of Name, Logos, Trademarks, etc

Unauthorized use of the company's name, logos, trademarks, or trade names is prohibited. A Distributor may not use the Company's name, logos, trademarks, trade names, product names, service marks, trade secrets copyright-protected materials or other tangible commercial assets registered or otherwise, in any form of promotion or advertising or otherwise, except as specifically authorized by these Terms and Conditions.

The company reserves the right to pursue all legal and equitable remedies (including the right to recover its attorney's fees) against any Distributor or other individual or entity who unlawfully uses the Company's name, logos, trademarks, trade names, product names, service marks, trade secrets, copyright-protected materials or other intangible commercial assets.

Any such use in violation of these provisions constitutes a breach of the Distributor Agreement and causes irreparable harm to the Company.

Telephone Listings

A Distributor may place a listing in the yellow pages or white pages of a commonly circulated directory in his/her local area in accordance with the following:

A telephone listing shall be limited to two lines containing the words Independent Distributor, Distributor name only and telephone number.

No telephone listing shall be made in such a way that those making directory assistance inquiries for the IXQ TV Home Office would be given the Distributor number. The Distributors phone number may not contain the name IXQ TV in a telephone listing. The Company shall have the discretion to require the Distributor to change the listing or number, or to disconnect the number.

In answering the telephone, a Distributor shall not answer IXQ TV or any of the Company's product names or that which could lead callers to believe they have reached IXQ TV's Home Office. A Distributor may answer "IXQ TV Independent Sales Distributor."

Electronic Billboards

Distributor may place a listing on an electronic billboard containing the words IXQ TV Independent Distributor, Distributor name only and telephone number. Such listings may also include an electronic mail address or Internet address. In the event of violation, the Company may require that the Distributors telephone number, electronic mail or Internet address be disconnected.

Signs

All signs are subject to the following:

The Company must review all Signs in advance. They must be tasteful and should be placed only in locations that will not detract from the image sought to be maintained by the Company.

The Company has the right to prohibit or further regulate the usage of signs, and to require the immediate and permanent removal of signs at location, at any time.

Reproducing Approved Training and Promotional Material

You may copy Company produced promotional materials verbatim in whole or in part for use in conducting your business. Training materials may ONLY be used verbatim and IN THEIR ENTIRETY. You may not duplicate or record audio or video materials (including those materials produced for use on corporate web site) produced by the Company. Any recording or duplication is strictly prohibited. Company may require, among other things, that you cease and desist from using or distributing such recordings: and/or destruction, at your cost, of non-authorized recordings.

Generic Materials

Generic Materials that do not contain mention of the Company, its products, trade names or Compensation Plan may be used only in the instance that they do not make statements that directly allude to the Company and/or its products. Generic materials can be classified as those that can be used by any other Company in our industry. You should not create "generic" materials designed for use in connection with the sale of product or the opportunity. Distributors may use only Company-approved educational or promotional material.

How to Properly Use Educational Materials

Educational material is defined as published scientific and previewed articles or papers. The Company will select papers that meet the approved requirements and make them available for Distributors via the Distributor library.

Distributors must not write educational materials.

Educational materials may be used in the United States as follows:

Mention of educational materials in public sales meetings is strictly prohibited unless the American Nutraceutical Association or equivalent has certified the presenting Distributor. The papers may NOT be discussed, but only mentioned if the specific disease condition is asked about or commented on during meeting. The above-described papers may only be used in the following ways:

- Must be used in their entirety and not excerpted.
- Must not have any information (such as company promotional materials) attached by sticker or any other method.
- If displayed, must be physically separate from the products.

Testimonies at Meetings

At opportunity meetings, the host may allow attendees to make public statements concerning improved health they have personally been witness to after use of Company products. During the testimonial segment of the meeting, the proper disclaimers must be displayed. The disclaimers must be spoken or displayed (see text below)

Sales Tools

Sales Tools are materials produced by the Company showing its copyright or trademark designation,

such as Company and product brochures, artwork and text contained in the material produced by the Company as Sales Tools.

These Sales Tools are available to Distributors for their use in promoting their independent businesses.

Independent Sales Tools

Independent Sales Tools are items produced by Distributors in accordance and their use are strictly prohibited. Only company products materials found at www.ixqtvmarketing.com can be used.

It is also strictly prohibited to purchase or promote website URLs that contain the name of the company and/or its products including the name IXQTV/IXQ TV.

Internet Policy:

Distributors are permitted to create, operate, maintain, and advertise their own web site(s) in order to promote and conduct their IXQ TV business, pursuant to these and all applicable policies. All websites that are developed, operated and maintained by Distributors can only be 1 page in total length. The web site(s) must link directly to the IXQ TV Home Page. Distributor created, operated, maintained websites MUST be submitted for approval prior to being made live on the internet. Failure to adhere to these compliance regulations could result in immediate termination of your IXQ TV Membership.

All IXQ TV policies set forth in the Distributor Manual and other Company publications, announcements and communications forwarded to the Distributors are applicable and must be adhered to in order to maintain an Independent Web Site.

Social Media:

Distributors desiring to develop and maintain their own IXQ TV Social Media Web Site, Page or Profile must submit and register for review the finished content of the Web Site and URL to the Compliance Department prior to publishing on the web. All Social Media Web Site, Page and Profiles are subject to all rules and regulations set forth in the Terms and Conditions.

A Distributor is permitted to link their Social Media Web Sites, Pages and Profiles with the official Corporate Profile.

A Distributor is not permitted to make any product claims on any Social Media Web Site, Page or Profile.

A Distributor is not permitted to make any income earning claims on any Social Media Web Site, Page or Profile.

A Distributor is not permitted to use the name "IXQ TV", "IXQ TV", " or any of its trademarks, trade names, product names, business services or systems in their Social Media Web Site, Page or Profile domain page or URL which could create consumer confusion.

A Distributor is not permitted to post profane, pornographic, or disparaging materials on the Official Corporate Profile or any social media site that is linked with the Official Corporate profile.

A Distributor that terminates his/her account or is terminated by the company must remove all references to IXQ TV and the Company products.

Independent Distributor Advertising:

Distributors desiring to develop and maintain their own independent IXQ TV Web Site must submit and register for review the finished content of the Web Site and URL to the Compliance Department prior to publishing on the web.

Distributors may not reserve, hold, purchase, or use the name "IXQ TV" the names of any company divisions or products, any trademarked IXQ TV material or any close variations in the URL of their own independent Web Sites. The purchase or use of trademarked Company material or names in a domain (URL) could create consumer confusion and is strictly prohibited.

Distributors found to be in possession of any domain (URL) containing trademarked IXQ TV material or names will be required to transfer ownership of these domains to IXQ TV, even if they are not currently in use since reserving or purchasing these domains is not allowed. The Company will reimburse the Distributor for the initial purchase price of the domain. The Company will **not** pay any amount exceeding the initial cost to the Distributor to purchase that domain name. To receive reimbursement for the initial purchase price of the domain, the Distributor must provide IXQ TV with proof of purchase showing the initial purchase. If a Distributor does not provide proof of purchase, IXQ TV will not provide reimbursement; however, the Distributor will still be required to transfer ownership of the domain (URL) to the Company.

The Company has the right to prohibit any advertising or Web Site in violation of these Terms and Conditions. The Company shall be entitled to pursue all remedies available under applicable laws or under its agreement with the Distributor. Any violations of these Terms will be grounds for termination.

Distributor Web Site(s) shall be strictly for the purpose of selling and promoting IXQ TV services and its products, building Distributor organizations, and training.

Distributors may register and link their Web Site(s) on Internet search engines.

Distributors must link their single page Web Site(s) to www.myixqtv.com. Distributors may not display the IXQ TV address, phone number, or any other 'contact information', which would give the impression that your site is a IXQ TV sponsored website. Distributors must clearly state that they are an Independent Member of IXQ TV, and if contact information is listed, it must be their own.

Distributors may link their Web Site(s) to any web page that will assist a Distributor in promoting the IXQ TV business as long as such Web Site(s) is in no way affiliated to any religious or political organization or competing company/product line and will in no way confuse IXQ TV's business operations and reputation.

Distributors may maintain advertisements of their Web Site(s) and may advertise on other Web Sites as long as such advertisements comply with all advertising policies.

IXQ TV regularly modifies its existing product and business information. Distributors are required to update their Web Site to reflect up-to-date information. Once notified by the Company, Distributors must make all required changes to their Web Site(s) within the time frame allotted.

Distributors are strictly prohibited from "Spamming." Spamming is defined as emailing messages to persons who have not specifically requested to receive unsolicited email.

Distributors who conduct their IXQ TV business internationally via the Web Site(s) must comply with all applicable Company policies and international laws.

Product, Business Claims and Use of Testimonials

Distributor Web Site(s) may use pictures and descriptions of IXQ TV's products that are contained in any of the Company produced sales aids and materials and product literature, except for the material specifically identified by the Company as not to be reproduced.

All literature and images that are utilized from the Company materials must be displayed in their entirety and may not be edited, revised or altered in any manner without prior written permission from the Company.

Distributors are permitted to use IXQ TV produced audio/video recordings that are provided for sale by the Company. Recordings of any IXQ TV meeting, conference call or other communication by the Company may not be used without prior written permission of the Company.

Distributors may produce their own audio/video recordings for use on their Web Site(s) provided Distributor has obtained signed releases from all participants and the content is in compliance with all IXQ TV Terms and Conditions and applicable laws.

All Statements made in connection with IXQ TV's products, business opportunity, and testimonials must be truthful and not misleading to consumers and comply with Food and Drug Administration and Federal Trade Commission regulations governing their use.

Distributors may not use the name "IXQ TV" or any of its trademarks, trade names, product names, business services or systems in their domain (URL) which could create consumer confusion.

Distributors may use personal product and/or business testimonials and photographs on their Web Site(s) provided Distributor has received prior written permission from the Company. In addition, if a Distributor desires to post testimonials other than their own, Distributor needs to obtain written permission from the authoring Distributor/Customer to use their testimonial.

Distributor Web Site(s) may offer IXQ TV business opportunity information, provided that Distributor clearly indicates that financial success is a result of selling IXQ TV products and must not imply that success can be achieved from recruiting others into the business.

Distributors Utilizing the www.IXQ TV.com Web Site

IXQ TV maintains an interactive web service for its Independent Sales representatives. Registered Sales Representatives are provided their own independent web page(s) containing Company pre-reviewed content regarding the Company, its products, business programs, consumer shopping areas, training materials, etc.

Any revision, change or addition made to the IXQ TV independent Web Site must be submitted to the Company for review prior to publishing it on the web.

IXQ TV regularly modifies its existing product and business information. Distributors are required to update their Web Site(s) to reflect up-to-date information.

Inventory Loading and the 70% Rule

As a IXQ TV Members, the primary emphasis should be placed on product sales and distribution to the end-users. Distributors may purchase products for personal consumption. The company does not require its Distributors to maintain an inventory and acts as a fulfillment center by servicing customers who purchase directly from the Company.

The Company expressly prohibits purchases of products solely for bonus qualification. Any Distributor found to be promoting inventory loading may be subject to disciplinary action. IXQ TV reserves the right to verify that inventory loading is not being practiced by randomly sampling those Distributors receiving bonus checks. Distributors must certify that over 70% of previously purchased company products have been sold or consumed before further products can be ordered.

LAWS, REGULATIONS, AND DISCIPLINARY PROCEDURES

Amendments to Terms and Conditions

The Company expressly reserves the right to make any change it deems necessary, in its sole and absolute discretion, to any of the Terms and Conditions and to any component or provision of the Compensation Plan upon any form of notice of such change to Distributors, including posting such changes on the IXQ TV website. Any revisions to the Terms and Conditions and Compensation Plan shall become binding upon all Distributors upon any such website posting or other publication of any such changes.

Removal of Terms and Conditions

If any provision of the Distributor Agreement and Terms and Conditions are found to be invalid, illegal or unenforceable, the Company may amend or delete that provision. The amendment or deletion of any clause or provision will not affect the remaining clauses and provisions, which will continue in full effect.

Assignment

Nothing herein shall prevent the Company from assigning its rights and obligations to its Distributors to any person, firm or corporation.

Governmental Laws

You may not represent that the Company has been approved or endorsed by any governmental agency.

If you are found to have violated federal, state or provincial law or the regulatory provision of any jurisdiction in the course of offering the Company business plan or any Company products, you will be subject to termination of your Agreement.

You may not attempt to utilize public or private schools, teachers, instructors and/or administrators in any capacity related to product promotional endeavors due to various state prohibitions related to the same, except in their private capacities or as allowed by local applicable law.

Any Distributor who is convicted by any government agency of a crime related to or in the course of their IXQ TV business is subject to immediate termination.

Contacts with Government Regulators

You may not contact any government regulators e.g. FDA, FTC, various State Departments of Health and/or Health Canada on behalf of the Company. You may not represent the Company if contacted by government regulators. If a government regulator contacts you, you should contact the Compliance Director of the Company.

Military Personnel

Any person desiring Independent Sales Representative status who is also in the United States Army must comply with Policy Memorandum 97-11 Department of the Army. The policy prohibits outside employment, including multi-level marketing, of persons serving in the United States Army without first obtaining approval from the appropriate individual in command prior to engaging in such outside employment.

Monitoring of Meetings

The Company may conduct anonymous and random monitoring of Distributor meetings and conference calls and may record the meetings notwithstanding any admonitions to the contrary. You must follow regulatory guidelines when conducting or hosting educational or opportunity meetings.

Reporting Violations

Our products are regulated by the government and the way we promote our products is governed by federal law, The Company is committed to complying with all legal requirements. It is essential for all Distributors to comply as well. We depend on one another. The non-compliance of one may result in problems for everyone else. Accordingly, to enable the Company to ensure that its operations at every level comply with legal requirements, you are requested to report violations of Company Terms and Conditions that come to your attention.

Resolution of Disputes against another Distributor

You should attempt to resolve any grievance or complaint against another Distributor by first seeking resolution with advice from your upline.

Termination of the Agreement by the Company

IXQ TV reserves the right to terminate any membership for violating the above Terms. Any behavior that is deemed as inappropriate or detrimental to the company and/or its affiliates is grounds for termination.

In the event of termination, you must immediately cease representing yourself as a Distributor. The Company reserves the right to terminate any other household position, DBA, corporation, partnership or trust in the event of termination arising from a Compliance Committee finding.

If a position is terminated, all current and pending commissions and/or bonuses otherwise entitled to the terminated position will roll up to the next qualified position.

The Company reserves the right to terminate an inactive person.

Effect of Termination

Upon termination, you shall have no right, title, claim or compensation derived from the sales of products in your downline, organization or any future bonuses and/or commissions from sales generated by the organization.

You:

- Shall not refer yourself as a Distributor.
- Shall not have the right to sell Company Products.
- Must discontinue using any materials bearing any Company logo, trademark or service mark.
- Shall not continue to communicate with the Company.

Indemnification

You shall hold the Company harmless against claims, demands, liability or loss, or cost or expense, including but not limited to attorney's fees arising or alleged to arise out of your operations. Holding a Company account does not imply authority to act on behalf of or bind the Company contractually.

Sanctions

This statement of Terms and Conditions is incorporated into the Distributor Application and Agreement and constitutes an integral part of the parties regarding their business relationship. Distributors who conduct business in violation of Terms and Conditions jeopardize the integrity and credibility of the Company. The Company reserves the right to revoke Distributor status and terminate those in violation of these Terms and Conditions. Such termination would be effective immediately upon notification by the Company, as provided herein.

Dispute Resolution and Governing Laws

Distributor and the Company hereby agree that the laws of the Commonwealth of Virginia shall govern these Terms and Conditions, the Compensation Plan and all components and provisions thereof, the Distributor Application and Agreement, and all aspects and elements of the relationship between Distributor and the Company. Distributor and the Company agree that any claim, dispute or other difference ***of any kind whatsoever*** between the Distributor, its officers, directors, shareholders, members, partners, or other employees or agents on the one hand, and the Company, its officers, directors, shareholders, members, partners, or other employees or agents on the other hand, shall be resolved, at the Company's election, in its sole and absolute discretion, by one or more of the following means:

- 1.) By mediation before The McCammon Group in Richmond, Virginia, on the terms and conditions set forth in The McCammon Group "Agreement to Mediate" in force at the time of mediation;
- 2.) By arbitration in Richmond, Virginia pursuant to the Commercial Arbitration Rules of the American Arbitration Association, including those rules provided for emergency extraordinary relief, with judgment on the Arbitration Award being entered in any court having competent jurisdiction thereof;
- 3.) By litigation in the general district and/or circuit courts of Hanover County, Virginia, with each Distributor and the Company hereby expressly agreeing to exclusive personal jurisdiction for any lawsuit in Hanover County, Virginia, and expressly agreeing to venue in Hanover County, Virginia.

In all events, Distributor agrees to pay all reasonable attorney's fees, court costs and all other mediation, arbitration, and/or litigation fees and costs incurred by Company in pursuing any of the foregoing avenues of dispute resolution. Furthermore, Distributor agrees to pay all reasonable attorney's fees and other costs incurred by Company in connection with any claim, dispute or other difference ***of any kind whatsoever*** between Distributor and Company, whether mediation, arbitration, or litigation is instituted or not.

Waiver: The Company never relinquishes its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied. In addition if the Company gives permission for a breach of the rules, for any reason, at any time, that permission does not extend to future breaches. This provision deals with the concept of "waiver" and the parties agree that the Company does not waive any of its rights under any circumstances short of the written confirmation alluded to above.