

MojiLife Independent Distributor Agreement

When MojiLife™ refers to the Independent Distributor Agreement, Distributor Agreement, or Agreement, it refers to all components as described below. It is your responsibility to read, understand, and adhere to the most recent version of the Agreement. You accept and agree to be bound by the full Terms and Conditions and Policies and Procedures as listed on the MojiLife website, which may be updated from time to time at the sole discretion of MojiLife. Likewise, when you sponsor a new Independent Distributor, it is your responsibility to ensure they have read and understand the Agreement they are signing, particularly the most recent Terms and Conditions and Policies and Procedures as listed on the MojiLife website and the MojiLife Compensation Plan before they sign.

By signing this Independent Distributor Agreement (“Distributor Agreement”) you are agreeing to the terms and conditions set forth in this Distributor Agreement and any other documents that are incorporated into this agreement by reference. You understand and agree that this is a legally binding agreement and that you are required to agree to the terms of this Distributor Agreement to be authorized to arrange for the sale of MojiLife products. This agreement is between you and MojiLife, LLC, a Utah limited liability company (“MojiLife”).

Sponsor Name: _____ Sponsor Number: _____

Independent Distributor Name: _____ SSN: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date: _____

Once the Distributor Agreement is submitted electronically, you acknowledge and agree that in submitting this online, you have indicated your acceptance to the terms and conditions of the Distributor Agreement by clicking an icon/button labeled "I accept" or "Submit" or such similar icons/buttons as may be designated in the process, and that this constitutes a legally binding electronic signature in respect of this Distributor Agreement.

Completed copies can also be emailed to compliance@mojiproducts.com or mailed to the MojiLife Corporate Office 1287 West 300 South Lindon, Utah 84042.

Terms and Conditions

SECTION 1: INDEPENDENT CONTRACTOR

You must read, understand, and agree to all of the terms, conditions, standards, and procedures in this Agreement and ensure that you are operating in accordance with all federal, state, county, and municipal laws, ordinances, rules, and regulations.

You are not an employee, agent, partner, legal representative, or franchisee of MojiLife, LLC. You are an independent contractor of MojiLife, LLC. You will not be treated as an employee of MojiLife for federal or state tax purposes. You are solely responsible for paying local, state, and federal taxes on income generated through your MojiLife Account.

SECTION 2: ENFORCEMENT OF THE AGREEMENT

Right to enforce

MojiLife has the right to enforce compliance with the Agreement. If MojiLife chooses, for whatever reason, not to enforce compliance in one or more instances, that does not mean MojiLife waives its right to enforce compliance with any portion of this Agreement, now or in the future.

Disciplinary action

If you are found in violation of the Agreement, or if MojiLife determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at MojiLife's sole and absolute discretion, to disciplinary action, which could include the cancellation of your Independent Distributor Account.

MojiLife may withhold all or part of your Bonuses and Commissions while investigating any potential or alleged misconduct. If your MojiLife business is cancelled for disciplinary reasons, you are not entitled to any Commissions or Bonuses withheld during the investigation period. MojiLife may institute legal proceedings for monetary and/or equitable relief at its sole and absolute discretion.

Beneficial Interest

If anyone with a Beneficial Interest in your Account (which includes, but may not be limited to, members of your Immediate Household) engages in activities and behaviors that violate the Agreement, your Account is subject to disciplinary actions.

Compliance with the Agreement

MojiLife determines, at its sole and absolute discretion, whether your activities and behaviors are deceptive, misleading, dishonest, or out of compliance with the Agreement.

SECTION 3: CHANGES TO THE AGREEMENT

MojiLife, at its sole and absolute discretion, reserves the right to update or amend any portion of the Agreement. You will be notified of such changes electronically. It is your responsibility to stay

informed of the latest terms of the Agreement. By electronically accepting this Agreement, continuing in your participation as an Independent Distributor, or by accepting any Bonus or Commission, you accept and agree to any changes that are made, now or in the future.

SECTION 4: DISPUTE RESOLUTION

Grievances and complaints

If you have a grievance or complaint with another Distributor related to your MojiLife Account, you may report the problem to your Sponsor, who will attempt to reach resolution. If the matter cannot be resolved through Sponsor mediation, you may submit a claim, in writing, to Compliance, who will review your claims at compliance@mojiproducts.com or mail a copy to MojiLife Corporate Office 1287 West 300 South Lindon, Utah 84042.

Alternative dispute resolution

Any claim or grievance you have against MojiLife of any kind, including, but not limited to, economic losses, personal injury, or property damage, is subject to mediation at MojiLife's corporate address using a neutral mediator of MojiLife's choosing. In the event that you and MojiLife are unable to resolve the dispute through mediation, you and MojiLife agree to resolve the dispute in final and binding arbitration in Utah County, Utah, or such other location as MojiLife prescribes, in accordance with the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issue related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This Agreement to arbitrate shall survive any termination or expiration of the Agreement. You agree not to file suit against MojiLife, any of its affiliates, subsidiaries, officers, directors, or employees.

Nothing in this Agreement prevents MojiLife from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect MojiLife's interest prior to, during, or following the filing of any arbitration or other proceeding.

Any claim must be brought in arbitration within one (1) year from when the claim arises. By accepting this Agreement, you agree that no other statute of limitation applies.

Governing law, jurisdiction, and venue

Jurisdiction and venue of any dispute, whether or not subject to arbitration, shall reside in Utah County, Utah. The laws of the state of Utah govern all disputes in arbitration.

SECTION 5: GENERAL LEGAL TERMS

Indemnification

You understand and agree that if you engage in any conduct prohibited by the Agreement, including, for example, and not limited to, uploading a video that infringes the copyright of a third party, or disparaging a MojiLife competitor, such conduct may cause a third party to sue MojiLife. You

understand and agree that if MojiLife is ever a defendant in any lawsuit related to anything you have done (or anything you did not do when you had a legal obligation to act), whether your action (or inaction) or the lawsuit occurs before or after cancellation or termination of your Independent Distributor Agreement, you will defend MojiLife in any such lawsuit and indemnify MojiLife for any damages, costs, attorneys' fees, and losses of any kind incurred in connection with such lawsuit. You are fully responsible for all verbal and written statements made regarding MojiLife and its products, and the Compensation Plan that are not expressly contained in official MojiLife materials. You agree to hold MojiLife, MojiLife Directors, officers, employees, and agents harmless from any liability resulting from unauthorized representations or actions by you. This provision shall survive the cancellation of the Distributor Agreement.

Limitation of liability

In the event that MojiLife is found liable to you for any reason, MojiLife's maximum liability is the lesser of \$7,500 or the aggregate of your total non-PRV purchases in the 12 months immediately preceding when your claim arose. In no event will MojiLife be liable to you for consequential or punitive damages, business losses or lost profits, or any other indirect damages of any kind or description.

Consent to freely use information and ideas

By entering into this Agreement, you authorize MojiLife to use your name, testimonials, and/or likeness in MojiLife advertising or promotional materials with no compensation. Additionally, you authorize the use and reproduction of any and all photographs or videos taken by or supplied to MojiLife, and further consent to the use and reproduction of any quotes, testimonials, stories, or conversations on social networking media for any print or electronic publicity, marketing, or promotional purposes without compensation.

MojiLife does not compensate you or others for submissions of business, product, or creative ideas or materials. Unless otherwise specified in writing, this policy also applies for submissions made as part of any MojiLife contests, promotions, or incentives. All submissions and all contest, promotion, or incentive submissions are the property of MojiLife. MojiLife is not obligated to keep any information confidential and may use or disclose any information for any purpose without further permission from you and without any payment to you.

Severability

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

Your personal information

MojiLife makes reasonable efforts to keep your personal information, including, but not limited to, your contact information and Commission and Bonus payments, protected from loss, misuse, or unauthorized access, disclosure, alteration, or destruction. Such information is provided to MojiLife personnel only on a need-to-know basis. Some personal information, including your contact information, will always be available to your Up line. MojiLife will provide personal information in response to government inquiries, subpoenas, and other legal requests. Disciplinary actions may also be disclosed to your Upline and Downline.

Delays

MojiLife is not responsible for business delays due to circumstances beyond its reasonable control, such as the actions or failures of third parties, labor strikes and difficulties, riots, war, fire, natural disasters, death, curtailment of a party's source of supply, or government decrees or orders.

Term

This Agreement will be valid for one year from the date you join MojiLife and will automatically renew for subsequent one year periods unless you or MojiLife cancel the Agreement according to the terms of the Agreement.

Integration

This Agreement represents the entire Agreement between you and MojiLife concerning the subject matter contained herein, and supersedes any oral agreements or promises. In the event that the terms and conditions of this Agreement conflict with the terms and conditions of any other written agreement between you and MojiLife, the terms and conditions of this Agreement shall control. In the event the terms and conditions of this Agreement do not conflict with the terms and conditions of any other written agreement between you and MojiLife, the terms of both agreements will be fully effective and enforceable. Any modifications to this Agreement must be in writing and agreed upon.

AS A DISTRIBUTOR OF MOJILIFE:

- You have the right to arrange for the sale of MojiLife products and services.
- You have the right to sponsor new Distributors at MojiLife.
- You are encouraged to train and motivate Distributors on your team and in your downline.
- You will comply with all Federal, State, and local laws, ordinances, rules, and regulations related to your acting as a MojiLife Distributor.
- You will report any income you receive from MojiLife on your federal income tax return.
- You will present the MojiLife Compensation Plan and products using literature produced by or authorized by MojiLife, and to be truthful and non-misleading when presenting the products and opportunity, and will not make any misleading earnings claims about the compensation that can be earned by becoming a Distributor.
- You are at least 18 years old, and have carefully read, understood, and agree to the MojiLife Distributor Policies and Procedures amended from time to time. Both the Policies and Procedures and the Compensation Plan are hereby incorporated into this Distributor Agreement by reference. The Distributor Agreement, MojiLife Distributor Policies and Procedures, and Compensation Plan are hereafter collectively referred to as the "Agreement." I understand that MojiLife reserves the right to change prices, company policies, company literature and/or the compensation plan at any time with or without notice.

- You must be in good standing under the Agreement and you must be “Active” to be eligible for overrides and bonuses from MojiLife. “Active” means that you must have at least purchased 50PRV (personal retail volume) in a month of MojiLife products whether it be your own customer used product purchases. Promotional materials, including but not limited to, distributor kits, marketing, sales, or promotional materials are not considered eligible purchases for qualifications. You will continue to be paid commissions on your personal retail sales even if you are not considered “Active.”
- You understand that there is only one revenue generating event for a Distributor, namely the sale of MojiLife products to retail customers, and acknowledge that all commissions and other remuneration (including overrides, bonuses, incentives and awards) shall be paid solely as a consequence of a Distributor’s sale of said products. You understand that no commissions or other remuneration shall be paid to anyone for the mere sponsorship or enrollment of any other Distributor, or for any other reason. Distributors are strictly prohibited from making or representing that compensation is payable for anything other than arranging for the sale of goods to retail customers.
- All orders must be placed on behalf of customers and not for the sole purpose of achieving a title, rant, incentive, award, or bonus. You may not purchase anyone's distributor kit but your own. For monthly purchases totaling more than \$1000, you must be able to certify to MojiLife that you have pending customer orders in excess of \$1000 or provide MojiLife with other business reasons why such a purchase is necessary. You must be able to demonstrate that at least 70 percent of your total monthly Personal Retail Volume (PRV) is derived from product sold to customers outside your immediate household, or that at least five (5) different customers outside your immediate household have placed orders each month. You are prohibited from carrying excessive inventory, as defined by over \$1000 in value, and from encouraging your downline to purchase and carry large amounts of inventory. Advertising your inventory on hand (resalable or not) for sale online (including through social media, online classified sites, and online auctions sites) or at any retail location is strictly prohibited. You may advertise your participation in a temporary event or open house, but may never list, using words or images, specific items you have on hand for cash and carry. Any attempt to sell MojiLife products outside the MojiLife channel will result in your MojiLife Distributor agreement terminated. Your Downline will be assigned at the sole discretion of MojiLife.
- You understand that the Distributor Agreement, MojiLife Distributor Policies and Procedures and Compensation Plan may be amended at any time at the sole discretion of MojiLife and that you agree that any amendments will apply to you, regardless of your opinion of the amendment. Any amendments will become effective immediately. MojiLife will make its best efforts to inform you of changes and you will be deemed to have received notice if MojiLife sends you an email, posts a corporate communication, posts any amendments to your account, or sends an internal message to you.
- The term of this Distributor Agreement is one (1) year and shall automatically renew for additional one year periods (provided the Distributor is in good standing under the Agreement, the Policies and Procedures, and is current on all amounts owing the Company) unless and until either you or MojiLife elects not to renew this Distributor Agreement by providing written notice to the other. If this Distributor Agreement is cancelled or terminated for any reason, you

understand that you will permanently lose all rights as a Distributor. You shall not be eligible to sell MojiLife products nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including but not limited to property rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization. MojiLife reserves the right to terminate any or all Distributor Agreement(s) upon thirty (30) days' notice if the company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this agreement at any time, and for any reason, upon written notice to MojiLife at its principal business address. MojiLife may cancel this agreement for any reason upon 30 days advance notice to distributor.

- You may not assign this Distributor Agreement, your downline, or your team without the express written consent of MojiLife and any attempt to do so is in violation of this agreement shall be void and shall have no effect.
- You grant your permission and consent for MojiLife to use your name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- You authorize MojiLife to send you e-mail messages, text messages, and/or notify you by phone or facsimile regarding its products, services, compensation, and offer other topics that MojiLife determines may be of interest or benefit to you. You agree that your receipt of such messages will not be deemed a violation of any state or federal regulations.
- An emailed, faxed, or mailed copy of this Distributor Agreement shall be considered an original and shall be legal and binding.
- You understand that if you fail to comply with the terms of this Agreement, MojiLife may, at its discretion, suspend or terminate this Distributor Agreement, or take other actions as set forth in the Policies and Procedures. If you are in breach, default, or violation of the Distributor Agreement at the time of termination, you shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

You have read the Distributor Agreement in its entirety, you understand the terms, and you agree that the terms are legally binding upon you.

Signature:

Date:
