

MojiLife Policies and Procedures

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MojiLife

Policies and Procedures

Updated 12.22

1 . Introduction

1.1. Policies Incorporated into the Brand MBassador Application and Agreement

1.1.1. When MojiLife refers to Independent Brand MBassador Agreement, Brand MBassador 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.

1.1.2. When you sponsor a new Independent Brand MBassador, 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.

1.2. Purpose of Policies

1.2.1. By signing this Independent Brand MBassador Agreement (“Brand MBassador Agreement:”) you are agreeing to the terms and conditions set forth in this Brand Mbassador 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 Brand MBassador 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”)

1.3. Changes to Agreement

1.3.1. You understand that the Brand MBassador Agreement, MojiLife Brand MBassador 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 30 days following release of the updated documents/information. 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 any amendments to your account, or sends an internal message to you.

1.4. Delays

1.4.1. 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.

1.5. Severability of Policies

1.5.1. 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.

1.6. Titles Not Substantive

1.6.1. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

1.7. Waiver

1.7.1 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.

2. Becoming A Brand MBassador.

2.1. Requirements to Become a Brand MBassador

2.1.1. For US residents, you must be at least 18 years old, be a United States citizen or permanent resident, possess a valid Social Security Number or Green Card, and be sponsored by a current MojiLife Brand MBassador (your "Sponsor").

2.1.2. Brand MBassadors in other markets open to MojiLife MBassadorships must provide comparable identification numbers as required and be sponsored by a current MojiLife Brand MBassador (your Sponsor). If you do not have a Sponsor, you will be assigned one by MojiLife. You must have carefully read, understood, and agree to the MojiLife Brand MBassador Policies and Procedures. Both the Policies and Procedures and the Compensation Plan are hereby incorporated into this Brand MBassador Agreement by reference. The Brand MBassador Agreement, MojiLife Brand MBassador Policies and Procedures, Terms and Conditions, and Compensation Plan are hereafter collectively referred to as the "Agreement." You 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.

2.1.3. You understand that if you fail to comply with the terms of this Agreement, MojiLife may, at its discretion, suspend or terminate this Brand MBassador Agreement, or take other actions as set forth in the Policies and Procedures. If you are in breach, default, or violation of the Brand MBassador 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.

2.2. New Brand MBassador Registration

2.2.1. To enroll as a MojiLife Brand MBassador, visit the MojiLife Website and submit the online registration form. You will also check a box indicating your acceptance of the MojiLife Independent Brand MBassador Agreement (“Brand MBassador Agreement”), in which you also agree to abide by the terms in these Policies & Procedures. Checking this box is equivalent to an electronic signature and is necessary to become a Brand MBassador. You may also contact MojiLife Corporate headquarters to enroll as a Brand MBassador.

2.3. Beneficial Interest

2.3.1. 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. An MBassadorship is not transferable to any person, regardless of relationship or entity. An MBassadorship has no cash value, and may not be sold. When an MBassador exits due to failure to meet PRV thresholds, compliance matters, resignation, or other termination event, the MBassadorship is closed and all rights and privileges associated with it are concluded immediately.

2.3.2. No individual may have, operate, or receive compensation, directly or indirectly, from more than one MojiLife MBassadorship. Individuals of the same household (as defined below) may not enter into or have an interest in more than one MBassadorship. For purposes of these policies, a “household” means: spouses (or legal domestic partners), and any individual living at, or doing business at, the same address, regardless of age, or dependent/independent status. An MBassadorship is one individual per account and no partnerships are permitted.

2.4. Brand MBassador Renewal

2.4.1. The term of this Brand MBassador Agreement is one (1) year and shall automatically renew for additional one-year periods (provided the Brand MBassador 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 Brand MBassador Agreement by providing written notice to the other. If this Brand MBassador Agreement is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Brand MBassador (subject to eligible re-enrollment). You shall not be eligible to sell MojiLife products (including any inventory on hand), represent yourself as a Brand MBassador or use the MojiLife name, nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancelation, 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 your former downline organization. MojiLife reserves the right to terminate all Brand MBassador Agreements 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. A Brand MBassador may cancel this agreement at any time, and for any reason, upon written notice to MojiLife at its principal business address or via email to info@mojiproducts.com. MojiLife may cancel this agreement for any reason upon 30 days' advance notice to Brand MBassador.

3. Operating a MojiLife Business.

3.1 One Business Entity Per Household

3.1.1. MojiLife permits only one Brand MBassador or business entity per household. If you are registered as a single Brand MBassador, MojiLife will only be able to communicate with and release information to the Brand MBassador of Record. You may work together with people in your household under a single Brand MBassador Agreement, but you should determine in advance who will be listed as the Brand MBassador of Record for purposes of commission payments, recognition, and communication with MojiLife Corporate.

3.2. Indemnification for Unauthorized Claims and Actions.

3.2.1. A Brand MBassador is fully responsible for all of his or her verbal and/or written statements made regarding MojiLife products, services, and the Marketing and Compensation Plan which are not expressly contained in Official MojiLife Materials. Brand MBassadors agree to indemnify MojiLife and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by MojiLife as a result of the Brand MBassador's unauthorized representations.

3.3 Branding and Logo Usage

3.3.1. Brand consistency is an integral part of the MojiLife marketing strategy. Consistency within a brand ensures that messages are delivered clearly, confirms a company's credibility, and creates a strong sense of loyalty. Staying on brand and following the MojiLife Branding & Logo Usage Guidelines will help you make the most of the work we have put into building a brand that will help you best reach and motivate your customers. Brand MBassadors may only use the logos and marks on their social media platforms, marketing collateral, photos and assets that denote their "Independent Brand MBassador" status. The official company logo(s) and marks without this information may not be used, to avoid risk of customer confusion.

3.3.2. MojiLife encourages you to advertise your MojiLife Personal Website in online blogs, social media sites, and other events and online opportunities as much as possible to drive online sales. You must always identify yourself as an Independent Brand MBassador in these advertisements. Your own marketing

efforts should coordinate with MojiLife’s corporate marketing and public relations efforts so that your business grows alongside MojiLife. You may never alter the MojiLife logo(s) or marks (changing colors, adding copy/taglines, removing service marks, or pulling out selected elements) in materials you create or that are provided to you by MojiLife.

3.3.3 MojiLife Corporate Logo: This logo is used on MojiLife products, the MojiLife website, and other materials developed by MojiLife . THIS LOGO IS NOT PERMITTED FOR Brand MBassador USE.

3.3.4 MojiLife Independent Brand MBassador Logo: This logo includes the words Independent Brand MBassador. The purpose of this version of the logo is for you to be immediately identified by your friends, family, and customers as a MojiLife Brand MBassador who they can come to as a resource for selling products or sponsoring other MBassadors..

4. Vendor Events and Trade Show Booths, Including Home Shows.

4.1 Vendor Event Policy, Terms and Conditions

4.1.1. Brand MBassadors agree to follow both policies/practices set forth by MojiLife Corporate for conducting vendor events and the policies set for by the event organizer. The event organizer policies do not trump those outlined in this document. Brand MBassador agrees that there is only one MojiLife Brand MBassador allowed to attend any one vendor event, trade show, fair, etc. It is the responsibility of each Brand MBassador to confirm prior to registering for an event that there are no other MojiLife Brand MBassadors registered for said event. If another Brand MBassador is registered, regardless of event allowing multiple Brand MBassadors to represent to same company at their event, Brand MBassador agrees not to register for the event.

4.1.2. Brand MBassador is only allowed to register for a maximum of 5 events at any one time.

4.1.3. Brand MBassador must be present for the entire duration of all events that they have registered for. The Brand MBassador’s team can assist in the operations of the event; however, a Brand MBassador cannot assign the event to another Brand MBassador.

4.1.4. Brand MBassador agrees that no other products other than MojiLife products will be allowed in the booth and further agrees that no other products can be sold at a MojiLife booth.

4.1.5. Brand MBassador may choose to create “show specials,” promotions, and bundles, as a “personal promotion,” as an event is termed a “closed group.” As such, a Brand MBassador may not publicly promote the specifics of any personal promotion, “show special” or bundle discount in flyers, online or other public forums, outside of their booth or vendor experience.

4.1.6. Brand MBassador agrees to represent MojiLife respectfully and will not take any action that negatively impacts MojiLife, its reputation, products, services, management, or employees. Brand MBassador further agrees to

comply with all MojiLife Policies and Procedures and the Independent Brand MBassador Agreement.

4.1.7. Brand MBassador understands if a dispute arises with another MojiLife Brand MBassador, MojiLife will not intercede. Brand MBassadors will be expected to work out the dispute based off of these terms and conditions, with one another and the event coordinator at the exhibiting show.

4.1.8. Brand MBassador agrees to abide by the rules and regulations of the show where they are exhibiting.

4.1.9. Brand MBassadors who have booths/presence/paid sponsorships at the same event year after year are considered to have a “first right of refusal,” even if the event organizers do not require the same. As such, if an MBassador represents an event one year, they are entitled to register for that event next year within normal registration timelines, and that event may not be “taken” from them by another MBassador, regardless of the relationships, early bird registration or other of the second MBassador. Only if the MBassador with the immediately previous event’s booth chooses to relinquish their sponsorship/booth may another MBassador register. If the primary MBassador fails to register for the event in a timely manner, that is deemed to be a relinquishment of the event, and another MBassador may register. The primary MBassador, should he/she decide to relinquish an event booth/sponsorship, may NOT transfer, gift, sell or otherwise provide for an MBassador of their choice to take the sponsorship/booth.

4.1.1.0. Large home shows and parades operate slightly differently than traditional vendor events in that they have multiple “homes”/booth opportunities. To ensure a good experience for show attendees and not dilute the presence of the MojiLife brand, no more than 20% of overall homes in the show may have MojiLife Brand MBassador representation. (i.e., if there are 20 homes in the show, up to 4 homes may have MojiLife Brand MBassadors representing in them).

4.2 Disciplinary Action

4.2.1. If there are any violations of the Vendor Event Policies, such as exhibiting at an event without submitting your MojiLife Exhibitor Agreement Form, displaying multiple product lines in your booth, etc., you may be subject to disciplinary action, including but not limited to suspension of your account or termination of your MBassadorship.

4.2.2. The first violation of the Vendor Event Policy will result in a warning. Subsequent violations may incur more significant consequences.

5. Responsibilities of Brand MBassadors.

5.1. Sponsor

5.1.1. All Active Brand MBassadors in good standing have the right to sponsor and enroll others into MojiLife. Each prospective customer or Brand MBassador has the ultimate right to choose his or her own Sponsor. If 2 Brand MBassadors

claim to be the Sponsor of the same new Brand MBassador or customer, the Company shall regard the first application received by the Company as controlling. Once an election of sponsor has been made, a Brand MBassador may not request a switch to a different sponsor. The exception is when a Brand MBassador leader drops to “former”/terminated status, the downline Brand MBassador will compress up to the next active MBassador in the enroller tree. A customer is free to change MBassadors they shop from at any time, and no Brand MBassador has “ownership” implied or real of any customer relationships or data.

5.2. Continuing Development Obligations and Ongoing Training

5.2.1. Any Brand MBassador who is the Sponsor or Enroller of another Brand MBassador must perform a bona fide supervisory function to ensure that his or her downline is properly operating his or her MojiLife MBassadorship. Brand MBassadors must have ongoing contact, communication, and management supervision with the Brand MBassadors in their Marketing Organizations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Brand MBassadors to MojiLife meetings, training sessions, and other functions. Upline Brand MBassadors are also responsible to motivate and train new Brand MBassadors in MojiLife product knowledge, effective sales techniques, the MojiLife Marketing and Compensation Plan, and compliance with Company Policies. All enrollers are responsible to ensure their enrolling team members have access to and review/accept the current Policies and Procedures document and full Terms and Conditions of MBassadorship prior to completing enrollment.

5.3. Compliance with Laws and Ethical Standards

5.3.1. Brand MBassadors shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a Brand MBassador’s MojiLife distributorship, the violation of any law, or any conduct that is unethical or, in MojiLife’s sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

5.4. Income Taxes

5.4.1. Each MBassador is responsible for paying local, state/provincial, and federal taxes on any income generated as an MBassador. If an MBassador’s distributorship is exempt from tax reporting, the federal tax identification number and any included documentation must be provided to MojiLife. Every year, MojiLife provides an IRS form 1099 MISC (non-employee compensation) earnings statement to each US resident who: (i) had earnings of over \$600 USD in the previous calendar year; and/or (ii) made purchases during the previous calendar year in excess of \$5,000 USD.

5.5. Conflict of Interest

5.5.1. MojiLife does not encourage participating in other direct selling ventures (i.e. party plan, network marketing, and multilevel marketing). You may still participate so long as the following guidelines are adhered to:

5.5.2. You may not cross market MojiLife products together with other brands and products.

5.5.3. You may not cross promote or recruit MojiLife Brand MBassadors for other direct selling business ventures directly or through a third party. This will be determined solely by MojiLife.

5.5.4. You may not use information obtained through MojiLife (i.e. downline, Brand MBassador lists, social media groups) for cross sponsoring.

5.5.5. If you are asked to transfer products to another MojiLife Brand MBassador requesting the same, you may only do so in one-to-one communications and at the then-current Brand MBassador pricing. MojiLife will not be involved in resolving disputes related to buying or selling from other Brand MBassadors and MBassadors should not engage in, create, or post on any buy-sell-trade groups that are not sponsored by MojiLife.

5.5.6. MojiLife may terminate your Brand MBassadorship if it determines that you are cross promoting or cross sponsoring.

5.6. Nonsolicitation

5.6.1. Following the cancellation or termination of your Brand MBassadorship, a Brand MBassador may not attempt to recruit or enroll a MojiLife Brand MBassador or customer for a period of six (6) months to other direct selling business ventures directly or through a third party, regardless of who initiates contact. This can include but is not limited to:

- Those who were in your sales organization or upline at any time during the term of his or her association with MojiLife;
- With whom you had contact during your association with MojiLife
- Whose contact information (name, address, phone number or email address, etc.) you or members of your immediate household obtained at any time during the term of your association with MojiLife; or
- Those whose contact information (name, address, phone number or email address, etc.) you or members of your immediate household obtained at any time from another person who obtained the information because of any other person's association with MojiLife.

5.7. MojiLife Corporate Giveaways

5.7.1. Periodically, the MojiLife corporate office will offer incentive trips and or contests for Brand MBassadors who meet the qualifications outlined prior to each incentive. In order for a Brand MBassador to be eligible to receive an incentive trip or giveaway each of the following requirements must be met:

- All qualifications for contests must be met in the outlined time frame as established by the MojiLife Corporate office.
- Brand MBassador must be in good standing with MojiLife and have no open compliance investigations or violations which may have resulted in an account rendered to probationary status.
- Must be an Active Brand MBassador throughout the qualification period and redemption of reward.
- Must be eligible to accept the award based on any/all governmental regulations of the market in which they reside and operate.

5.8. Information Sharing

5.8.1. As a Brand MBassador, you may come in contact with non-public information pertaining to MojiLife that MojiLife requires you to keep confidential (“Confidential Information”). MojiLife’s Confidential Information includes lists of Brand MBassadors, Downlines, and Uplines; MojiLife-generated customer lists, customer profile data, credit data, manufacturing procedures, product development information, product purchase information; all unreleased news, information or product announcements (including any unreleased information disclosed by a MojiLife employee); and all operating, financial, and planned marketing materials, and all other information created by and for MojiLife that is not provided by MojiLife to the public. Any Confidential Information given to you must be used solely to further your work as a MojiLife Brand MBassador and must not be disclosed to any third-party or posted on any blogs, personal websites, chat rooms, email, trading groups, personal communication, newsletters, phone conversations, and so forth.

5.9. Income Claims

5.9.1. The Federal Trade Commission has set strict rules prohibiting participants in programs like MojiLife’s Compensation Plan from making misleading claims regarding the amount of income that can be earned under such programs. Even true claims about the income you have made as a MojiLife Brand MBassador could be illegal if the FTC finds that they give a false impression about income potential. To avoid violating these rules, you may not make income projections or disclose your own income to potential recruits. You can use hypothetical income examples to explain the operation of the Compensation Plan that are based solely on mathematical projections to perspective Brand MBassadors, as long as you make it clear that the examples are hypothetical.

5.10. Presentation of the Products

5.10.1. Repackaging and Relabeling Prohibited. Brand MBassadors may not repackage, relabel, refill or alter the labels on any MojiLife products, information, materials or programs in any way. MojiLife products must be sold in their original containers only. Such re-labeling or repackaging may violate federal and state

laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

5.11. No Exclusive Territories

5.11.1. MojiLife does not offer franchise opportunities to anyone. MojiLife will not assign you a specific territory or allow you to claim or imply that you have the exclusive right to sell in a particular territory.

5.12. Right of Publicity

5.12.1. Brand MBassadors authorize MojiLife to use their name, photograph, personal story and/or likeness in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

5.12.2. Brand MBassadors must clearly identify themselves as "Independent Brand MBassadors" or alternatively "Independent MBassadors" in all advertising, social media pages, posts, groups, or assets, and in any third-party website, so as to clearly differentiate themselves from MojiLife LLC Home Office. This may be done in the "about" section of social media profiles and in fine print on advertising, and/or by usage of the correct Brand MBassador logo.

6. Sales Requirements.

6.1. Product Sales

3.1.1. The MojiLife Marketing and Compensation Plan is based upon the sale of MojiLife products and services to end consumers. Brand MBassadors must fulfill personal and marketing organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2. Personal Promotions, Incentives, and Discounting

6.2.1. Brand MBassadors are permitted to promote their MBassadorships by creating incentive offers unique to them. These offers may never be construed as endorsed or backed by MojiLife's Home Office, nor any other MBassador. MojiLife will not enforce nor "make good" the fulfillment of any MBassador-created incentive to Customers or Team members. However, if MojiLife receives complaints that an MBassador-created incentive or promotion has not been honored, MojiLife reserves the right to investigate whether the MBassador is conducting fraudulent or misleading activities, which may lead to disciplinary action.

6.2.2. Promotions, incentives and discounts must be offered within a closed group. Any MBassador may create an MBassador-created promotion offering a discount on a Product, a free item with specific behavior (buying a certain size order, etc.), or a "buy this, get that" offer so long as the promotion of the offer is confined to a private, closed-group setting. Under no circumstances may any MBassador offer any form of an incentive (e.g., cash, bonus, preferential downline placement, cash equivalents, etc.) for enrollment of a new Team member.

Personal promotions may never be publicly visible. Personal promotions may be offered in: an event setting where only invited attendees or booth traffic can see the offer; an email to an opted-in list of customers; a social media closed group where members have opted in and no posts are visible or searchable by the general public, etc. MBassadors are encouraged to promote any MojiLife-offered customer promotion, and honor the same at customer request, provided the request meets all criteria for the promotion.

6.3. Inclusivity of Promotions

6.3.1. MBassador-created promotions must not exclude like members of a group. For example, if an MBassador offers an incentive to achieve a title to team members, he or she must offer that incentive to ALL team members, not a hand-selected group. The MBassador must specify the criteria for any promotion, including the eligible group, and ensure that all similar members of any group have equal access to participate. MBassadors may not offer discounts or other sales promotions to customers in their closed-group settings who reside in other countries other than the country of record for their MBassadorship. For example, a US MBassador may not offer a discount, buy X get Y, etc. offer to Canadian customers. The exception is free products offered as part of a promotion. For example, “Spent at least \$X USD/CAD on my website in March, and I’ll send you a free fragrance pod.” MBassadors may incentivize customers in any market with free product.

6.3.2. MBassadors may only place orders within their country of residency. For example, a US MBassador may only have his/her orders placed in US dollars on their personal website or back office ordering, then shipped within the US. If a customer residing in a different, open market than the MBassador servicing them wishes to place an order with that MBassador, the customer must do so on the MBassador’s personal website and have the order shipped directly to the customer. MBassadors should not ship or resell inventory to markets where MojiLife is not open for reselling to customers/direct sales approved program, and MBassadors acknowledge that all legal, tax, and regulatory requirements of doing so are their responsibility to understand and abide by.

6.4. Private Groups

6.4.1. MBassadors may wish to have “private” (also called “closed”) groups on social media for customers and team members. These groups are ideal for conducting personal promotions, team incentives and training, etc. MBassadors should separate groups intended for customers from those intended for team members. Customers should be legitimate, buying customers of the MBassador. MBassadors are required to verify, before adding members to closed groups that they are legitimate customers and not MBassadors. If a customer becomes an MBassador, they should be removed from the customer group and moved into an appropriate team group. MBassadors should not compete with other MBassadors or try to “woo” customers by price-matching or seeking to edge out another

MBassador's closed group promotion. A closed email list or home setting with invited guests also constitutes a private/closed group.

6.4.2. "Molly Moji," MojiLife's social media persona, should always be added to private groups by the administrator as requested by Molly. Molly will not comment on any activity in the group.

6.5. Secondary and Online Sales.

6.5.1. As an Independent Brand MBassador, you are a direct seller of MojiLife Products. This means that you engage in person-to-person sales and do not conduct business in a fixed retail location, (e.g., a shopping mall, boutique or event lasting longer than 3 weeks). You may sell current products at current retail pricing on a website of your own creation, if that site has been approved by the MojiLife Compliance Team and follows all branding guidelines and promotion policies including that no other product/brand is sold or represented on such site, and so long as it is clear to any reasonable person that they are not on a website owned or managed by or affiliated with MojiLife, LLC. MBassadors agree that they are responsible for any state, provincial, or federal law regarding e-commerce sales direct to customer on websites of their own creation and agree to hold MojiLife harmless in the event of any action against their business practice or site; MBassador agrees to pay any legal fees in the event of an action against the MBassador, including MojiLife, LLC costs. MBassadors may link to their independent website from a variety of sites and ads, so long as those are not inappropriate, in poor taste, damaging to the brand of MojiLife, LLC, competitive in nature. The only outgoing link from an MBassador's independent website may be to their replicated website. MBassadors may not ever sell products on third-party websites. Prohibited websites to execute sales include, but are not limited to, Etsy, EBay, Amazon, Mercari and Craigslist. If a Brand MBassador would like to post advertisements of product they have available for purchase through social media platforms (such as Facebook), it is acceptable under the following conditions:

6.5.2. The product is being advertised at full price (or current promotional pricing).

6.5.3. The product is in its original condition and packaging.

6.5.4. No bartering or bidding takes place in the comment thread or on the post directly.

6.5.5. All communications regarding the purchase of the product take place individually between the buyer and the Brand MBassador.

6.5.6. Retired product may only be sold in a closed group (physical event/home party or closed social media group), not publicly offered, due to its limited availability and quantity and the risk of auctions/bidding.

6.5.7. Online sales occurring on the MBassador's personal website provided by MojiLife or an MBassador's independent website are the only acceptable venue for online transaction closure. At enrollment, an MBassador chooses a site URL

that is: mojiproducts.com/NAME. An MBassador may choose their store name, provided that it cannot:

- Cause confusion with other portions of the MojiLife corporate website;
- Confuse a reasonable person into thinking they have landed on a MojiLife corporate page;
- Be confused with any MojiLife-owned or controlled name;
- Contain any discourteous, misleading, or off-color words or phrases that may damage MojiLife's reputation;
- Use the terms "Moji," "MojiLife," "Enjoy Every Moment," or any derivative of the terms.
- MojiLife reserves the right to reject an MBassador's choice of site URL name at any time.

6.6. Responsibility for Posting and Generation of Sales.

6.6.1. MBassadors are personally responsible for their online postings and all other online activity that relates to MojiLife. Any sales generated from "redirected" activities, where an MBassador reposts/reshares/redirects activity from themselves to another Brand MBassador may be voided and not eligible for commissions and bonuses. MBassadors recruited from redirecting activities may be assigned to different enrollers/teams. Relatedly, an MBassador should never visit another MBassador's social media pages, external websites or other event with the intention to post and/or solicit business and activity away from that MBassador and to their own MBassadorship.

Therefore, even if an MBassador does not own or operate a blog or social media site/page/group, if an MBassador posts to any such site that relates to MojiLife or which can be traced to MojiLife, the MBassador is responsible for the posting and must act in a way that builds, strengthens, and enhances MojiLife's reputation, image and standing in the community. MBassadors are also responsible for postings which occur on any external or personal website that the MBassador owns, operates or controls. Furthermore, please note that while MojiLife encourages MBassadors to engage in the online social media community in an effort to enhance and grow their MBassadorships, each MBassador is solely responsible to strictly adhere to each social media website's terms of use, policies and procedures, privacy policies, etc. Any posting that is false, misleading, or deceptive is prohibited.

6.7. Branding on External websites, emails, and postings.

6.7.1. The terms "Moji" and "MojiLife" may not be used in any MBassador email address, external website, or brand created to represent the Brand MBassador's distributorship. Examples of what is allowed include: Fab Fragrance by Jenna, MojiLife Independent Brand MBassador or Fragrancegal@gmail.com, etc.

As an MBassador, you MAY use the “Mojilife” or “Mojilife” name in the following manner and in fact MUST use the identifier in your business cards, social media, and other external websites or promotional materials and tools:

MBassador’s Name

Mojilife Independent Brand MBassador (or, alternatively: Mojilife Independent MBassador)

MBassadors may not use the trademarked names referenced above or other marks yet to be identified by Mojilife as proprietary in any form in your team name, a tagline, and external website URL or extension, in a personal email address, in any blog title or address, in any social media title or address (except as set forth in this policy), or as a personal name or nickname. For example, you may not secure the domain name: www.buymojilife.com nor may you create an email address such as: “Mojiqueen@gmail.com” or “trymojilifeproducts@yahoo.com.” You may not use the tagline “Enjoy Every Moment” in any aforementioned manner, such as “enjoyeverymomentwithjenna.com” or “enjoyeverymomentfragrance@gmail.com.”

6.8. Sponsored Links/Pay-Per-Click (PPC) Ads/Paid Search.

6.8.1. Sponsored links or Pay-Per-Click (“PPC”) are acceptable only as described herein. The destination and display URL must be the same. The destination of the PPC must be an external website NOT your personal Mojilife site, and must not portray any URL that could lead the user to believe they are being directed to a Mojilife-owned or controlled website, or be inappropriate or misleading in any way.

6.9. Bonus Buying.

6.9.1. The success of Mojilife depends on retail sales to the end consumer. You can conduct a healthy business with no product inventory other than your samples. If you choose to have inventory, you should never purchase more than you can reasonably expect to resell within the next 30-day period (consistent with your sales precedent.) While Mojilife recognizes that you may wish to purchase certain products for your own use, or in some cases, for “instant delivery” to customers in need of last-minute gifts or to support an event or booth, it strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation levels or incentive programs. This is one of the unethical practices that we refer to as “Bonus Buying” and is strictly prohibited. Bonus Buying includes:

6.9.2. Enrolling individuals without their knowledge and/or execution of a Mojilife Independent Brand MBassador Agreement on behalf of others without their knowledge or solely to obtain qualification for a title or bonus.

6.9.3. Fraudulent enrolling of a Brand MBassador, including payment of the Starter Kit by anyone other than the enrollee.

6.9.4. Enrolling or attempting to enroll nonexistent persons as Brand MBassadors ("phantoms").

6.9.5. Purchasing Brand MBassador kits or enrolling individuals in order to qualify for contests, bonuses, promotions, personal sales requirements for coaching, commissions, or pay rank.

6.9.6. Using a credit card by or on behalf of a Brand MBassador when the Brand MBassador is not the account holder of such credit card.

6.9.7. Subsidizing the entire or partial cost of a customer purchase or Brand MBassador Kit or product purchase that counts toward your volume or adds a Brand MBassador to your Team. This includes offering a blanket discount or rebate on the purchase of goods.

6.9.8. Purchasing products, or other purchases in order to qualify for contests, bonuses, promotions, personal sales requirements for coaching, commissions, or pay rank.

6.9.9. Maintaining excessive inventory. You may not inventory load, encourage others to inventory load, or represent that there is any obligation to purchase products, literature, or other sales aids except for the Brand MBassador Kit; nor will you represent that overrides, bonuses, or other earnings may be obtained solely from the purchase of products rather than the sale of products. Inventory is not a component of our business and you should not carry it beyond the month in which you intend it to be sold.

6.10. Bonuses, Commission Bonus and Commission Qualifications.

6.10.1. Active Status. There is a quarterly requirement of 50PRV minimum to remain as an active MBassador. Failure to meet minimum PRV will trigger a termination of the MBassador's account and rollup of any team members.

6.10.2. Qualified Status. There is a monthly requirement of 50 PRV in order to qualify for commissions and bonuses or to enable other, additional criteria in the compensation plan. No MBassador shall order 50PRV solely out of intention to achieve Qualified Status; ordering shall be to fulfill legitimate customer orders only, or PRV generated directly from customer ordering on an MBassador's personal website.

6.10.3. Compensation Plan. It is the right of MojiLife to make adjustments from time to time with appropriate notice (deemed not more than 30 days before enactment).

7. Return of Damaged or Incorrectly Sent Products.

7.1.1 MojiLife will exchange products if the returned products were received by the purchaser in damaged condition. You must contact MojiLife MBassador Support at 1.844.446.6654 (1.844.4GO.MOJI), or preferably in writing at info@mojiproducts.com to notify them of the discrepancy or damage within five (5) business days of receipt of the order. MojiLife will provide you with a RETURN MERCHANDISE AUTHORIZATION form that you must include in the return shipment box. Approved products must be returned within seven (7) business

days after receiving the return authorization approval. Failure to notify MojiLife of the damage within five (5) business days will forfeit your right to request a replacement. Damaged products will be replaced when possible. However, when an exchange is not feasible, for whatever reason, MojiLife reserves the right to issue a credit for the amount of the exchanged products.

7.1.2. MojiLife will exchange products if the returned products received by the purchaser were incorrectly sent. You must contact MojiLife MBassador Support at 1.844.446.6654 (1.844.4GO.MOJI), or preferably in writing at info@mojiproducts.com to notify them of the discrepancy within five (5) business days of receipt of the order. MojiLife will provide you with a RETURN MERCHANDISE AUTHORIZATION form that you must include in the return shipment box. Approved products must be returned within five (5) business days after receiving the return authorization approval. Failure to notify MojiLife of the damage or discrepancy within five (5) business days will forfeit your right to request a correction or replacement. Damaged products will be replaced when possible. However, when an exchange is not feasible, for whatever reason, MojiLife reserves the right to issue a credit for the original amount paid for products.

7.1.3. Return of Sales Aids and Marketing Tools.

7.1.4. Sales aids and marketing tools are not returnable or refundable.

7.1.5. Restocking Fee. In instances where new, unused product is authorized for return, MojiLife reserves the right to charge a 10% restocking fee. This fee is based on the subtotal of the original sale.

8. Brand Ambassador Kit Buy Back Policy.

8.1.1. The Company shall buy back unopened, Brand MBassador Kit upon receipt of return request within five (5) business days of receipt date. You must contact MojiLife MBassador Support in writing at compliance@mojiproducts.com to notify them of your intent to cancel your MBassadorship and to return the kit. MojiLife will provide you with a RETURN MERCHANDISE AUTHORIZATION form that you must include in the return shipment box. Approved products must be returned within five (5) days after receiving a return authorization approval. Failure to notify MojiLife of the damage or discrepancy within five (5) business days or to return items within the five (5) business days, will forfeit your right for a return. Returns are subject to a 10% restocking fee (see 7.3). Shipping costs are non-refundable. Return credit authorization is subject to receipt and inspection of all returned items. Damaged or non re-saleable items will be deducted at retail value from the return credit.

9 . Companies Right to Recoup Unearned Bonuses.

9.1 Recoupment of Unearned Bonuses

9.1.1. Bonuses are paid to Independent Brand MBassadors based on the purchase of Company products by customers or by members of their Downline Organization. When products are returned, the Company has the right to recoup

the Bonuses that were paid based on the purchase of the products that were returned. The Company may recoup these Bonuses by requiring a MojiLife Independent Brand MBassador to pay the Company directly, or the Company may withhold the amount of the Bonus from future Bonus payments.

10. Lost Or Stolen Packages.

10.1.1. MojiLife is not responsible for lost or stolen packages. Once the package leaves our facility it is a "buyer prepare" situation. Brand MBassadors need to ensure they are reminding their customers to safeguard their deliveries by a) ensuring someone will be home when a package is delivered, b) using a secure address (like a FedEx store/Mailboxes etc.), or c) insuring a package/following up with the delivery service. As soon as a package leaves the MojiLife warehouse, its safe delivery is the responsibility of the carrier and recipient. Recipient, Brand MBassador or customer is responsible to provide a safe and secure place for delivery as to avoid theft from delivery box or delivery door area.

11. Dispute Resolution and Disciplinary Proceedings.

11.1. Dispute Resolution

11.1.1. If you have a grievance or complaint with another Brand MBassador 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.

11.11.2. 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 issues 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.

11.11.3. 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.

11.11.4. 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.

12. Disciplinary Action.

12.1.1. 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 Brand MBassador Account.

12.1.2. MojiLife may withhold all or part of your Bonuses and Commissions while investigating any potential or alleged misconduct. If your MojiLife business is canceled 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.

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

13. Governing Law.

13.1.1. 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.

14. Active Status, Cancellation, and Termination.

14.1.1. Brand MBassadors must have a minimum of 50 PRV in any one month as a Brand MBassador in order to be considered as an "Active" Brand MBassador. This system will work on a monthly basis. Each month you will need to reach 50 PRV to be considered an "Active Brand MBassador".

14.1.2. If you do not reach 50 PRV in a month, although you may receive commissions, you may be required to be "Active" to be eligible for overrides and bonuses from MojiLife, additionally there may be other requirements per rank from MojiLife.

14.1.3. If you do not reach 50 PRV within a thirty (30) day period, you will not be visible in the search box on the MojiLife website for any persons who search by zip code or area.

10. Termination, Cancellation, or Deactivation.

10.1.1. Becoming "Deactivated," terminated or canceled means you will no longer be a Brand MBassador, but will convert to a "Former MBassador," which has the same privileges as a customer. If you have any team members, they will compress up to your Sponsor, or if your Sponsor is not in good standing, to your Sponsor's Sponsor or the next available Brand MBassador in the chain of Sponsors above you (collectively

your “Up line”). This process is known as “compression”. Compression occurs on the 15th of the month following the month of deactivation. Bonuses and activity for the compressed team may be measured following compression.