

JIFU DISTRIBUTOR APPLICATION & AGREEMENT

1. Authorization and Contract. By signing this JIFU Distributor Agreement (“Distributor Agreement”), you are applying for legal authorization to become a JIFU Distributor as an independent business owner and enter into a contract with JIFU USA, LLC (“Company”). You acknowledge that prior to signing this Distributor Agreement you have received, read and understood the Company Income Disclosure Statement, the Company Policies and Procedures, the Company Compensation Plan, (collectively, the “Distributor Documents”) and all terms set forth in this Distributor Agreement. The Distributor Documents are incorporated herein by reference and are part of this Distributor Agreement. The Company reserves the right to reject any application for any reason within thirty (30) days of receipt. Please note that this Distributor Agreement is a broadly drafted document, the specifics of which are further detailed within the Company Policies and Procedures.

2. Term. This Distributor Agreement will remain in effect until you voluntarily cancel the Distributor Agreement, your account becomes inactive and/or you fail to renew, or the Company terminates you as a Distributor, as outlined in the Distributor Documents. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to eligibility to sell Company products or services, property rights to your former downline organization, and any commissions, bonuses, or other remuneration derived through the sales and other activities of your former downline organization. The Company reserves the right to terminate all Distributor Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate or substantially modify its business model for the distribution of its products and/or services, including but not limited to changes in direct selling, network marketing, multi-level marketing, person-to-person selling, or any other similar distribution methods. A Distributor may cancel this Distributor Agreement at any time, and for any reason, upon written notice to the Company. The Company may cancel this Distributor Agreement at any time and for any reason upon written notice to the Distributor. The Company may also take actions short of termination of the Distributor Agreement if the Distributor breaches any of its obligations under the Distributor Agreement.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of the Company or your sponsoring Distributor. As a self-employed independent contractor, you will be operating your own independent business. You have complete freedom in determining the number of hours that you will devote to your business and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-NEC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-NEC form electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Opportunity. You agree when representing the Company opportunity to represent it in its entirety as outlined in Official Company Materials. In presenting the plan, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by the Company. You also agree to present the Company Income Disclosure Statement to all prospective Distributors and to instruct them to review it prior to enrollment.

5. Refunds. Distributors are never required to purchase product. Any product purchase is meant for that Distributor’s personal consumption and all consumer refund policies shall apply as outlined for the particular product or service on the Company corporate website and as displayed at the point of sale. Commissions derived from any refund shall be dealt with as detailed within the Company Policies and Procedures.

6. Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Company Policies and Procedures, information compiled by or maintained by the Company, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Company business including, without limitation, distributor lists, sponsorship trees, and all Company partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of the Company, which it keeps as proprietary and confidential. During the term of this Distributor Agreement, the Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (collectively, “Proprietary Information”), which includes, without limitation, LOS information, business reports, manufacturing and product developments, partner sales, and earnings and other financial reports to facilitate your Company business.

7. Non-Solicitation and Other Business Restrictions. Distributors may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, “Network Marketing”) provided that: (i) the other Network Marketing company does not market and sell competing products or services to those of the Company, as determined by the Company in its sole discretion; and (ii) the Distributor maintains the ability to fully perform all obligations under this Distributor Agreement. However, during the Term of this Agreement and for one (1) year thereafter, a Distributor may not recruit any Distributor or Customer for any other Network Marketing business, unless that Distributor or Customer was personally sponsored by such Distributor. This provision is more fully detailed within the Company Policies and Procedures.

8. Images / Recordings / Consents. You agree to permit the Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by the Company for any lawful purpose and without compensation.

9. Modification of Terms. With the exception of the Dispute Resolution Agreement in the Company Policies and Procedures and as briefly outlined herein, which can only be modified by way of mutual consent, the Company may modify the terms of this Distributor Agreement upon written notice as detailed within the Company Policies and Procedures.

10. Governing Law. The formation, construction, interpretation, and enforceability of your contract with Company as set forth in this Distributor Agreement shall be governed by the laws of the State of Utah, United States of America, without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of the State of Utah, except that the Federal Arbitration Act shall govern the Dispute Resolution provision of this Distributor Agreement, without giving effect to any state law to the contrary.

Louisiana residents: Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to this Distributor Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

11. Dispute Resolution. PLEASE READ CAREFULLY THE DISPUTE RESOLUTION PROVISION IN THIS SECTION AND AS FURTHER DETAILED IN THE POLICIES AND PROCEDURES (COLLECTIVELY THE “DISPUTE RESOLUTION AGREEMENT”) AS IT AFFECTS HOW CLAIMS YOU MAY HAVE AGAINST THE COMPANY, OR CLAIMS THE COMPANY MAY HAVE AGAINST YOU, WILL BE RESOLVED. BY SIGNING AND SUBMITTING THIS APPLICATION, YOU AGREE TO BE BOUND BY [THIS DISPUTE RESOLUTION AGREEMENT](#).

12. Time Limitation. If a Distributor wishes to bring an action against the Company for any act or omission relating to or arising from this Distributor Agreement, such action must be brought within one (1) year from the date of the alleged conduct first giving rise to the cause of action. *The Distributor waives all claims that any other statutes of limitations apply.*

13. Indemnification. A Distributor is fully responsible for all of their verbal and written communications made regarding Company products, services, and the Compensation Plan that are not expressly contained within Official Company materials. Distributors shall indemnify and hold harmless the Company, its directors, officers, employees, and agents from and against any and all liability, judgments, refunds, damages, fines, penalties, and costs (including reasonable attorney's fees and court costs) arising from or relating to the Distributor's: (i) unauthorized representations or actions; (ii) breach of the Distributor Documents; or (iii) violation of or failure to comply with any applicable federal, state or local law or regulation. This provision shall survive the termination of the Distributor Agreement.

14. Miscellaneous. The provisions of this Distributor Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and the Company and supersede any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract with the Company. If any term herein is to be found in conflict with the Company Policies and Procedures, the Policies and Procedures shall govern.

15. Notice of Right to Cancel. You may **CANCEL this application, without any penalty or obligation, within SEVEN (7) DAYS from the application date (FIVE (5) BUSINESS days for Alaska residents, FIFTEEN (15) DAYS for Montana residents and FIFTEEN (15) BUSINESS days for North Dakota residents aged 65 or older). Maryland residents may cancel this Agreement through written notice to the Company for any reason within three (3) months after the date of receipt of goods or services first ordered. Puerto Rico residents may cancel this Agreement for any reason within ninety (90) days of enrollment.**

If you cancel, any payments made by you at the time you submitted this Application will be returned within TEN (10) BUSINESS DAYS following Company's receipt of your cancellation notice.

16. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.

17. Severability. If any provision of this Agreement is found by a court of competent jurisdiction, an arbitrator, or an arbitral panel to be invalid, illegal, or unenforceable in any respect, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent and economic effect. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remainder of this Agreement.