## JIFU<sup>TM</sup> Travel, LLC Terms & Policies

**1. Parties.** Independent Affiliates shall be referred to herein as "Affiliate," "You" or "Your." JIFU Travel, LLC shall be referred to as "JIFU" or the "Company." The singular shall include the plural and vice versa.

**2. Integration**. Any promises, representations, offers, or other communications not set forth in the Agreement are of no force or effect.

**3. W-9 Form Required.** If an Affiliate does not submit a W-9 along with his/her enrollment, the Affiliate's JIFU business will be placed on suspension. The Affiliate will not be eligible to earn commissions or to operate a JIFU business. If Affiliate fails to submit Affiliate W-9 within sixty days from enrollment, the Affiliate's JIFU business will be cancelled.

**4. Affiliates' Rights.** As an independent Affiliate for JIFU, Affiliate has the rights to solicit orders for JIFU products and services;

- to sell JIFU products and services
- to participate in JIFU's compensation plan if Affiliate qualified; and
- to Recruit new Affiliates and build a sales organization.

5. Adherence to the Agreement. Affiliates must comply with the Agreement. If Affiliate has not vet reviewed the Terms and Policies at the time Affiliate executes this Agreement, they are posted in Affiliate's Back-Office. Affiliate must review the Terms and Policies within five days from the date on which Affiliate executes this Agreement. If Affiliate does not agree to the Terms and Policies, Affiliate's sole recourse is to notify the Company and cancel his/her JIFU Agreement. Failure to cancel constitutes Affiliate's acceptance of the Terms and Policies. Affiliate must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from JIFU.

**6. Definitions.** The following meanings as used in the Agreement shall be ascribed to these terms:

"Affiliated Party" - an individual or Business Entity that has an ownership interest in, or formal or informal management responsibility for, a Business Entity.

"Agreement"- The contract between JIFU and Affiliates. It is comprised of: 1) the Affiliate Application & Agreement; 2) these Terms & Policies; 3) the Arbitration & Dispute Resolution Policy; 4) The Business Entity Addendum (applicable only to Affiliates that operate as a Business Entity; and 5) the JIFU Compensation Plan, each in their current forms and as modified in the future. The most current version of each of these documents is available in your Affiliate Back-Office. The Agreement is a contract, so you should be certain you understand each provision before you execute the Agreement. You may retain counsel to assist you if you wish.

"**Bonus Buying**" - the purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by *bona fide* product purchases by end users for actual use.

"**Business Entity**" - a corporation, partnership, limited liability company, trust or other form of business, excluding a sole proprietorship that owns, operates or controls a JI-FU business.

"Confidential Information" - the identities, contact information, and/or sales information relating to JIFU's Affiliates and/or customers: (a) that is contained in or derived from any Affiliates' respective Affiliate Back-Office; (b) that is contained in or derived from any reports issued by JIFU to Affiliates; and/or (c) to which an Affiliate would not have access or would not have acquired but for his/her affiliation with JI-FU. Confidential Information belongs exclusively to JIFU and is provided to Affiliates in confidence.

"Cross Recruiting" means:

- The Recruitment of an individual or entity to become an Affiliate of another JIFU Sponsor other than pursuant to policy 26;
- Any artifice or mechanism that has the design or effect of causing an Affiliate to change his/her/its JIFU Sponsor other than as permitted pursuant to policy 26.

"Good Standing" – a JIFU Affiliate that: (1) is current on all payments and fees owed JIFU; and (2) has not been under disciplinary investigation, probation, or sanction for the immediately preceding 12 consecutive calendar months.

"Household" - spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

"Network Marketing" - a business that utilizes a multilevel compensation formula to compensate its sales force or in which members of the sales force may recruit others to serve as independent contractor salespersons or consumers for the business and are compensated, in whole or in part, based on the purchases and/or sales of those whom they recruited.

"Personal Information" - information that identifies an individual, permits anyone to contact the individual, or the financial information of such individual. By way of example, and not limitation, it includes a customer's, potential customers, Affiliates and prospective Affiliates' name, address, email addresses, phone number, credit card and/or banking information, social security or tax identification number and other information associated with these details.

"Recruit," "Recruiting" or "Recruitment" - the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another JIFU Affiliate or customer to enroll or participate in a Network Marketing Business other than JIFU. This conduct constitutes Recruiting even if an Affiliate or former Affiliate's actions are in response to an inquiry made by another Affiliate or former Affiliate. An action that is reasonably foreseeable to result in causing another Affiliate, or customer to contact an Affiliate or former Affiliate ("Individual X") about Individual X's non-JIFU business activities or products he/she is selling is "Recruiting."

**"Sponsor"** (when used as a noun) – The immediate upline or an Affiliate in JIFU's binary tree.

**"Sponsor"** (when used as a verb) – The act of enrolling another to be a JIFU Affiliate.

**"Tool" -** Promotional material used to assist in promoting goods, services or a business program. Examples of Tools include, but are not limited to, printed materials, websites, Social Media posts, audio & video recordings, and mobile applications.

**z**. Changes to the Agreement. The Company reserves the right to change the Agreement as reasonably necessary. Changes shall be effective 30 days after notice of the changes and publication of the notice in Affiliates' Back-Offices, but changes shall not apply retroactively to conduct that occurred prior to the effective date of the changes. If an Affiliate does not agree to any changes, the Affiliate's recourse is to cancel his/her JIFU Agreement.

8. Independent Contractor Status. Affiliates are independent contractors and not employees, partners, legal representatives, or franchisees of JIFU. Affiliates are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. AF-FILIATE SHALL NOT BE TREATED AS AN EMPLOYEE OF JIFU FOR FEDERAL OR STATE TAX PURPOS-**ES.** JIFU is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Affiliate's compensation. Affiliates are not entitled to workers compensation or unemployment security benefits of any kind from JIFU.

**9. Territories.** Affiliates are not assigned territories.

10. Assignment of Rights and Delegation of Duties. Neither party shall assign its rights nor delegate its duties under the Agreement without the prior written authorization of the other Party. Notwithstanding the foregoing, if the assets of JIFU, or a controlling ownership interest in JIFU, is transferred to a third party, JIFU may assign its rights and delegate its duties and obligations to all Affiliates under the Agreement to such third party as part of the transfer and need not obtain Affiliates' prior written authorization.

**11. Waiver**. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

12. Waiver of Right of Publicity. Affiliates grant JIFU an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Affiliates waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

**13. Minimum Age**. Persons under age 18 may not be Affiliates and no Affiliate shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 18. Affiliate applicants in Puerto Rico under age 21 must also submit a parental consent form (obtained in the Resource Library of Affiliate JIFU Back-Office.

**14. Severance.** If any provision of the Agreement, in its current form or as changed in the future, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed by the Company to the least extent necessary to bring it in compliance with the law.

**15. First Breach Rule**. A claim or cause of action of Affiliate against JIFU for a breach of this Agreement shall not constitute a waiver of JIFU's right to enforce any other term or provision of the Agreement.

**16.** Term and Renewal of a JIFU Business. The term of this agreement is one year. JIFU reserves the right to terminate all Affiliate Agreements upon 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 Network Marketing channels. As used herein, the term

17. Maryland Residents: A participant

may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

18. Puerto Rico Residents: Affiliate may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Affiliate cancellation may be sent to the Company in writing and sent via registered mail. If an Affiliate cancels under these conditions, the Company shall: (a) Reacquire the total of the products that the Affiliate purchased from the Company which are in his/her possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to Affiliate not less than ninety percent (90%) of the original net cost of any services that the Affiliate acquired from the Company; (c) Return 90% of any sum paid by the Affiliate for the purpose of participating in the business.

**19. General Conduct.** Affiliates are responsible for obtaining all licenses (including but not limited to copyright licenses) necessary for republication of third-party content (music, etc.) that they utilize. In addition, Affiliates shall safeguard and promote the good reputation of JIFU and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Affiliates shall not engage in

any act or omission that a reasonable person would believe is more likely than not to damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that violates this provision, and the following list is not a limitation of prohibited conduct, the following examples are practices that are specifically prohibited under this policy:

- Making statements relating to JIFU or its products that are deceptive, untruthful, unfair, or misleading;
- Making any implied or express representation that any state or federal government official, agency, or body has approved or endorses JIFU, its program, or products;
- Engaging in conduct in one's business or in personal capacities that could reasonably be foreseen to damage the Company's reputation or the culture that exists within the field sales force;
- Engaging in conduct in one's business or personal capacities that may reasonably be considered bullying, sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- The unwanted disclosure of a thirdparty's personal information;
- Publicly promoting a social, political or religious agenda in Affiliate business or personal capacities that may reasonably be foreseen as controversial.

**20.** Social Media. In addition to meeting all other requirements specified in these Terms & Policies, if an Affiliate utilizes a\Social Media in connection with his/her JIFU busi-

ness, the Affiliate agrees to each of the following:

- He/she shall obtain all licenses (including, but not limited to copyright licenses) for any third-party content they utilize;
- He/she are responsible for the content of all material that they produce and all of their postings on any Social Media site, as well as *all* postings on any Social Media site that they own, operate, or control;
- He/she shall not post or link to or from any content that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
- No product sales or enrollments may occur on or through any Social Media site. To process sales or enrollments, a Social Media site must link only to the Affiliate's JIFU replicated website, JI-FU's corporate website or an official JI-FU corporate Social Media page;
- Affiliate shall follow the Social Media site's terms of use;
- Any Social Media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote JIFU's products, or the JIFU opportunity may not link to any website, Social Media site, or site of any other nature that promotes the products, services, or business program of any Network Marketing company other than JI-FU;
- During the term of the Agreement and for 12 calendar months after the cancellation of an Affiliate's business for any

reason, an Affiliate shall not take any action on any Social Media site on which have discussed or presented JI-FU's products or the JIFU business that may reasonably be foreseen to draw an inquiry from JIFU's Affiliates relating to the Affiliate's other Network Marketing business activities or products. Violation of this provision shall constitute a violation of the nonsolicitation provision in Policy 30;

- If an Affiliate creates a business page on any Social Media site that promotes or relates to JIFU, its products, services, or opportunity, the page may not promote or advertise the products, services or opportunity of any other Network Marketing business other tha JIFU and its products. If the Affiliate's JIFU business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the page;
- Affiliate shall not post any content, or link to or from any content of a third party, that promotes a social, religious, or political agenda;
- Affiliates shall respect the privacy of other Social Media users. Affiliates shall not engage in abusive Social Media practices including but not limited to harvesting or trolling for connections, shaming or bullying others.

**21.** Tool(s)s. Affiliates may create their Tool(s) to promote their JIFU business or JIFU's products and services. Tools must adhere to ALL JIFU Terms & Policies (not just this Policy #20). Affiliates Tool(s) must comply with each of the following:

- A Tool(s) must clearly and conspicuously identify the Affiliate who is using the Tool(s) and must clearly and conspicuously disclose that he/she is a JIFU Independent Affiliate, and that the Tool(s) is not created or sanctioned by JIFU.
- Upon cancellation of an independent Affiliate's JIFU Agreement for any reason, the former Affiliate must immedi-

ately discontinue using the Tools and/or making them available to other Affiliates;

- Tools must exclusively promote JIFU's products, services and JIFU's opportunity;
- Tools must comply with all provisions of these Terms & Policies;

JIFU reserves the right to rescind approval for any approved Tools, and Affiliates waive all claims against JIFU, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

Approved Tools may be made available by the Company to Affiliates free of charge. **The Affiliate who submitted a Tool(s) to the Company waives all claims to remuneration for such use and grants JIFU an irrevocable license to use the Tool(s), and to allow JIFU to provide the Tool(s) to other Affiliates free of charge as the Company deems appropriate.** 

Affiliates grant JIFU an irrevocable license to use the Tool(s), and to allow JI-FU to provide the Tools to other Affiliates free of charge, as the Company deems appropriate. Affiliates may not charge other Affiliates to use the Tools he/she creates, but may require other Affiliates to obtain authorization before using them.

**22. Trademarks and Copyrights.** The name "JIFU" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of JIFU. The Company grants Affiliates a limited license to use its trademarks and trade names in promotional material in accordance with these Policies for so long as an Affiliate's Agreement is in effect. Upon cancellation of an Affiliate's Agreement for any reason, the license shall expire and the Affiliate shall immediately discontinue all use of the Company's trademarks and trade

names. Under no circumstances may an Affiliate use any of JIFU's trademarks or trade names in any email address, website domain name, Social Media handle, Social Media name or address.

JIFU commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Affiliates, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Affiliates may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Affiliates shall not copy any such materials for their personal or business use without the Company's prior written approval.

Affiliates shall not utilize any third party's content without first obtaining a license to utilize such content.

**23. Sales Outlets**. To support the Company's Network Marketing distribution channel, Affiliates agree that they will not sell JIFU products or services in any establishment that has a physical location, or any online auction or buy-sell site (including but not limited to Amazon® and/or eBay®) without prior written approval from JIFU. Notwithstanding the foregoing, Affiliates may display and sell JIFU products at professional trade shows.

24. Service-Related Establishments. Affiliates may promote and sell JIFU products (products only, not services) in servicerelated establishments. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. JIFU reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

**25.** Change of Sponsor. The only means by which Affiliates may legitimately change his/her sponsor are by:

- (a) Voluntarily canceling his/her JIFU business in writing and remaining inactive for six (6) full calendar months. Following the six calendar month period of inactivity, the former Affiliate may reapply under a new sponsor. The Affiliate will lose all rights to his/her former downline organization upon his/her cancellation; or
- (b) Voluntarily canceling his/her JIFU business ad submitting a written request to the Company at memberservices@JIFU.com for a change of sponsor. The Affiliate requesting the transfer must also submit written and signed transfer authorization forms from his/her immediate three upline Affiliates.

**26. Cross Recruiting.** Cross Recruiting is prohibited. If Cross Recruiting is discovered, it must be brought to the Company's attention immediately. JIFU may take disciplinary action against the Affiliate that changed organizations and/or those Affiliates who encouraged or participated in the Cross Recruiting. JIFU may also move all or part of the offending Affiliate's downline back to his or her original downline organization if the Company deems it equitable and feasible to do so. However, JIFU is under no obligation to move any or part of the

Cross Recruited Affiliate's downline organization. The ultimate disposition of the organization remains within the reasonable discretion of JIFU, as each situation will be handled on a case-by-case basis. Penalties for cross recruiting could result in fines and/or suspended accounts.

27. Waiver of Claims. In cases wherein an Affiliate improperly changes his/her sponsor, JIFU reserves the right to reasonably determine the final disposition of the downline organization that was developed by the Affiliate in his/her second line of sponsorship. AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST JIFU, ITS OF-FICERS, DIRECTORS, OWNERS, EM-PLOYEES, AND AGENTS THAT RE-LATE TO OR ARISE FROM JIFU's **DECISION REGARDING THE DISPO-**SITION OF ANY DOWNLINE ORGAN-**IZATION THAT DEVELOPS BELOW** AN AFFILIATE WHO HAS IMPROP-**ERLY CHANGED HIS/HER SPONSOR.** 

**28. Product Claims.** Affiliates must not make claims, including but not limited to testimonials, about JIFU's products or services that are not contained in official JIFU literature or posted on JIFU's official website. Under no circumstances shall any Affiliate state or imply that any JIFU product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

**29. Income Claims**. Affiliates must never lead anyone to believe that they (the audience member) may or will achieve a given level of financial success through a JIFU business. In addition, the following phrases should always be avoided as they present hot button issues with the Federal Trade Commission (FTC):

- Financial Freedom
- Residual Income

- Income for life
- Fast or easy money

If an Affiliate alludes in any way to the JIFU income he/she enjoys or the JIFU income opportunity she must also provide a copy of JIFU's current Income Disclosure Statement (the "IDS") which can be downloaded at https://JIFU.om/wp-content/ Affiliates may disclose their own annual income earned from JIFU for the prior year only and so long as the disclosure is completely truthful and accurate. The Affiliate making the claim must also provide the most current version of the IDS. Affiliates shall not refer to their income as "profit" as JIFU does not have information relating to Affiliate's expenses, so "profit" is not disclosed on the IDS. If a claim alluding in any way to income earned from JIFU is made on Social Media, the claim must:

• Provide a link to the IDS <u>https://JIFU.com/wp-content/uploads/JIFU-2023-Income-Disclosure-en.pdf</u> and include the statement: "To view the generally expected financial result, see the JIFU income disclosure statement at <u>https://JIFU.com/wp-content/uploads/JIFU-2023-Income-Disclosure-en.pdf</u>"

- The above statement and link must be clear and conspicuous. That means the disclosure and link must be on the same page as the earnings claim and immediately adjacent to, or following, the claim. The audience must not have to scroll to another page to find the disclosure and link;
- The statement and link must be printed in a color that contrasts with the background on the Social Media page (we suggest black font with a white background); and
- There must be no additional text or graphics near the statement & link to distract the audience;

- Instagram does not allow active links to be placed in a post. Therefore, if an income claim is made on Instagram, the disclosure must state: "To view the generally expected financial result, see the JIFU income disclosure statement. Link in bio."
- If a claim is made on Instagram or other site that does not allow links to be embedded in a post, the BA must clearly and conspicuously post a link to the IDS on the first page of his/her bio.

**30. Compensation Plan and Program Claims.** When presenting or discussing the JIFU compensation plan, Affiliate must make it clear to prospects that financial success in JIFU requires commitment, effort, and sales skill. Conversely, Affiliate must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I'll build downline for you.
- The Company does all the work for you.
- Affiliates don't have to sell anything.
- All you do is buy products every month.

The above are just examples of improper representations about JIFU's program. It is important that Affiliate do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Affiliate without commitment, effort, and sales skill. In addition, JIFU is not an investment broker and neither are Affiliates by virtue of the fact that they are JIFU Affiliates. Although JIFU sells financial trading information as part of its educational series, it is informational only. Affiliates therefore must not hold themselves out as financial brokers or financial advisors because they have taken a course offered by JIFU nor lead anyone to believe that JIFU offers financial services.

**31. Media Inquiries.** Affiliates must not interact with the media regarding the JIFU business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to JIFU's marketing department.

**32.** Nonsolicitation. Affiliates are free to participate in other Network Marketing Business. However, during the term of this Agreement and for one year thereafter, an Affiliate or former Affiliate may not directly or indirectly Recruit other JIFU Affiliates, Affiliates or customers for any other Network Marketing Business.

If an Affiliate is engaged in another business, it is the responsibility of the Affiliate to ensure that his/her JIFU business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Affiliate must not:

- Display JIFU promotional material, sales aids, or products with or in the same location as, any non-JIFU promotional material or sales aids, products or services;
- Offer the JIFU opportunity, products or services to prospective or existing customers or Affiliates in conjunction with any non-JIFU program, opportunity or products;
- Offer, discuss, or display any non-JIFU opportunity, products, services or opportunity at any JIFU-related trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.

**33.** Confidential Information. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Affiliate's use in building and managing his/her Independent JIFU business.

**34.** Nondisparagement. Negative comments in the field serve only to sour the enthusiasm of other Affiliates. Therefore, Affiliates shall not disparage, libel, slander, or make negative or critical comments to any third party regarding the JIFU, its management, products or compensation plan. All criticism must be directed exclusively to the Company at memberservices@JIFU.com.

**35. Handling Personal Information.** If an Affiliate receives Personal Information from or about prospective Affiliates, Affiliates or customers, it is Affiliate's responsibility to maintain its security. Affiliate should shred or irreversibly delete the Personal Information of others once Affiliate no longer needs it.

**36. Bonus Buying.** Bonus Buying is prohibited.

**37.** Limitations on Affiliate and Household Businesses. Affiliates may own, operate, control, or have an interest in, only one JIFU business, and there may be only one JIFU business in a household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

**38. Business Entities.** If any Business Entity or Affiliated Party violates the Agreement, the violation may be imputed, and corresponding disciplinary action may be taken as reasonably decided by the Company, against the Business Entity, the Affiliated Party(s), all of the Owners of the Business Entity and/or Affiliated Party(s) collectively, or jointly and severally against any of the Business Entity owners and/or Affiliated Party(s).

**39.** Actions of Third-Parties. If a third party acting on behalf of, or with the active or passive assistance of an Affiliate engages in conduct that would be a violation of the Agreement if performed by an Affiliate, the conduct of the third-party may be imputed to the Affiliate.

**40. Tampering With Product Packaging.** JIFU products must be sold in their original packaging. Affiliates shall not alter the original packaging or labeling of JIFU's products.

41. Sales Receipts. Affiliates shall provide their retail customers who purchase merchandise directly from him/her with two copies of an official JIFU sales receipt at the time of the sale and advise them of the three day right to rescind the transaction. Affiliates shall maintain all retail sales receipts for a period of two years and furnish them to JIFU at the Company's request. Sales receipts may be downloaded from Affiliate's Back-Office. Retail customers who purchase from an Affiliate's replicated website need not be provided with a sales receipt as the receipt will automatically be sent by the Company via email at the time the order is placed.

**42.** Adjustment to Bonuses and Commissions. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to JIFU for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) may be recovered by the Company. Unearned compensation may be deducted, in the month (clawed back) in which the

refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is fully recovered, from Affiliates who compensation derived from the sales of returned or refunded products. Likewise, if it is the responsibility of an Affiliate to issue a refund to a customer, but JIFU issues the refund, the Company may deduct the amount refunded to the customer from the Affiliate's subsequent bonuses and commissions.

JIFU may also reduce Affiliate's compensation as necessary to comply with any garnishment or court order directing JIFU to retain, hold, or redirect such compensation to a third party.

JIFU reserves the right to withhold all or part of an Affiliate's compensation as it deems appropriate to claw back any compensation.

JIFU's right of setoff shall not constitute JIFU's exclusive means of collecting funds due JIFU pursuant to this policy.

**43. Return of Merchandise and Sales Aids by Affiliates Upon Cancellation or Termination.** Affiliates may receive a refund of 90% of the price paid for tangible items they purchased directly from the Company if they are returned to the Company in resellable condition. Refunds will be issued within 14 days after the Company receives the returned merchandise from the Affiliate who purchased it. The initial shipping costs are not refundable unless an order is cancelled within 14 days after delivery. Return shipping fees are not refundable.

Intangible items (Memberships & website fees) are not refundable, except as required by state law.

Packs must include all items in the original pack. The Company will not refund individ-

ual items purchased in a pack.

**44. Montana Residents**: A Montana resident may cancel his/her Affiliate Agreement within 15 days from the date on which this application is submitted and may return his/her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

**45.** Louisiana, Massachusetts and Wyoming Residents: If Affiliate cancels his/her Affiliate Agreement, upon receipt of Affiliate written request, JIFU will refund 90% of the costs Affiliate have incurred to participate in the program during the current year.

**46.** Satisfaction Promise. Buyers who return re-sellable merchandise to the Company within 90 days from the date of delivery are eligible for a refund of the price paid for the goods, less a 10% restocking fee.

Initial shipping fees (not return shipping fees) are refundable if the merchandise is received by the Company within 14 days after the goods are delivered.

Intangible items (memberships) are billed monthly and are not refundable.

If a Buyer purchased merchandise from an Affiliate's inventory, it is the Affiliate's responsibility to issue the refund. The Affiliate may then return the merchandise to the Company.

Digital products and enrollments may be cancelled within seven days (longer if required by local law) from the date of purchase.

**47. Other Cancellation Rights.** Customers, Preferred Customers and newly enrolled Affiliates have three business days within which to cancel their initial purchase and obtain a full refund of items they may have purchased. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is explained on the sales receipt.

**48. Disciplinary Sanctions.** The Company may craft any disciplinary measure reasonably appropriate to address or rectify an act or omission by an Affiliate that is in violation of this Agreement. In situations deemed appropriate by JIFU, the Company may institute legal proceedings for monetary and/or equitable relief.

**49.** Equitable Relief. Affiliates agree and stipulate that any violation of Policies 30 and/or 31 will cause JIFU irreparable harm for which there is no adequate remedy at law, and that the harm to the JIFU if no equitable relief is awarded will outweigh any potential harm to Affiliate if equitable relief is awarded to the Company. Therefore, JI-FU shall be entitled to immediate and permanent equitable relief, without bond, to prevent further violation of either policy in addition to recovering any actual damages it incurs.

**50.** Compliance Disclosure to Upline. If disciplinary action is taken against an Affiliate for violation of the Agreement, the Company may disclose the details of the matter and its resolution to the disciplined Affiliate's upline.

**51. Indemnification.** Affiliates agree to indemnify JIFU for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that JIFU incurs resulting from or relating to any act or omission by Affiliate that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. JIFU may elect to exercise its indemnification rights through withholding any compensation due the Affiliate. This

right of setoff shall not constitute JIFU's exclusive means of recovering or collecting funds due JIFU pursuant to its right to indemnification.

**52. Effect of Cancellation.** An Affiliate whose business is cancelled for any reason will lose all Affiliate rights, benefits and privileges. This includes the right to represent Affiliate as an Independent JIFU Affiliate, to sell JIFU products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Affiliate and the Affiliate's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Affiliate Back-Office, replicated website or renewal fees if an Affiliate's business is cancelled.

**53.** Roll Up and Compression. There is no roll up in the binary compensation plan. A roll up may occur on the matching bonus only. If an Affiliate is involuntarily cancelled, the Company may prevent a roll up from occurring until the applicable statute of limitations has expired.

54. Voluntary Cancellation. A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation shall be effective by: (a) submitting written cancellation to the Company at its principal business address or by cancelling his/her business through the Affiliate Back-Office; (b) the Company may (but is not required to) rely on any public announcement of resignation or cancellation by the Affiliate (including but not limited to any announcement on Social Media) as an effective cancellation; (c) failure to pav Back-Office and Replicated Website fees; (d) Revoking Affiliate's authorization to contract electronically; or (e) any other means authorized or accepted by JIFU. If Affiliate is also on the autoship program, Affiliate's autoship order shall continue unless Affiliate also specifically requests that his/her autoship Agreement also be canceled.

**55. Involuntary Cancellation (Termina-tion**). This Agreement may be involuntarily terminated for material violation of any of the provisions of the Agreement;

56. Business Transfers. Affiliates in Good Standing who wish to sell or transfer their business must receive JIFU's prior written approval before the business may be transferred. A transfer without the Company's prior written approval may be voided by the Company at its reasonable discretion. Requests to transfer a business must be submitted writing memberservin to ices@JIFU.com The request to transfer will be denied if the business is not in Good Standing or if the Company has another reasonable reason to deny the request. Prior to transferring a business to a third party, the Affiliate must offer the Company the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

57. Transfer Upon an Affiliate's Death. A Affiliate may devise his/her business to his/her heirs. Because JIFU cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and JIFU will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide JIFU with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a JIFU Affiliate Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

58. Business Distribution Upon Divorce. JIFU is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. JIFU will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the JIFU business must also execute and submit a JIFU Affiliate Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

59. Dissolution of a Business Entity. JIFU is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a JIFU business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The JIFU business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its JIFU business, it must do so pursuant to policy 53. In addition, the recipient of the JIFU business must also execute and submit a JIFU Affiliate Agreement to the Company within 30 days from the date of the dissolution of the business entity or the JIFU business will be cancelled.

**60. Inducing Affiliates to Violate the Agreement.** Affiliates shall not directly or indirectly induce, encourage, or assist another Affiliate to violate the Agreement.

**61. Reporting Errors.** If an Affiliate believes that JIFU has made an error in his/her

compensation, the structure or organization of his/her genealogy, or any other error that impacts the Affiliate's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While JIFU shall use its best efforts to correct errors reported more than 60 days after the date of the error, JIFU shall not be responsible to make changes or remunerate Affiliates for losses for mistakes that are reported more than 60 days after the mistake occurs.

**62. International Activities.** Affiliates may not sell JIFU products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.

**63.** Severance. If any policy is determined to be unenforceable, only the unenforceable part of the unenforceable policy shall be severed from the Agreement and all remaining policies shall remain in effect. The severed policy shall be reformed to comply with the law.

**64. Survival.** Any provision, which by its terms is to be performed after the termination of this Agreement shall survive the expiration or termination of the Agreement, regardless of the reason for its expiration or termination.