

U.S. Distributor Agreement

Please refer to instructions in Morinda Policy Manual

Personal Information (Please Print) Required Information

Businesses must also fill out a Business Application Addendum (as found in the Policy Manual)

*Applicant's name or company name (last, first, middle initial; use second line if necessary)

Applicant's name or company name (continued)

*Applicant: ☐ Social security number ☐ Federal ID number (Business Addendum required)

Spouse (or coapplicant's name)

Spouse (or coapplicant): ☐ Social security number ☐ Federal ID number

*U.S. mailing address

*City, state, zip code

*U.S. shipping address (note: UPS will not deliver to P.O. box numbers)

*U.S. shipping address (continued)

*City, state, zip code

*Date of birth (month/day/year)

*Daytime phone (please include area code)

*Alternate phone (please include area code)

*Evening phone (please include area code)

Cellular phone (please include area code)

FAX (please include area code)

E-mail address (if any; i.e. *yourname@serviceprovider.com*)

*Personal Sponsor Information

The distributor that referred you to the company. Placement and personal sponsors may be the same (see instructions on reverse side).

Personal sponsor's name (last, first, middle initial)

Personal sponsor's phone (please include area code)

personal sponsor's ID number

Placement Sponsor Information

The distributor that you are placed directly under. Placement sponsor must be in the downline of your Personal Sponsor. It is highly recommended that you **NOT** fill out placement information upon sign-up. Leaving it blank will give your personal sponsor 120 days to determine where to place you using a placement sponsor change form. This is your one placement. If you are placed anywhere other than your Personal Sponsors first level, you cannot be moved.

Placement sponsor's name (last, first, middle initial)

Placement sponsor's phone (please include area code)

Placement sponsor's ID number

Purchase of Distributor Kit \$35.00

METHOD OF PAYMENT: ☐ Credit card (fill out below) ☐ ACH ☐ Check ☐ Cash ☐ Money order

Credit card number ☐ VISA ☐ MasterCard ☐ Discover

Exp date (month/year)

Name on card (exactly as it appears)

X
Authorized signature

Make checks and money orders payable to Morinda, Inc. Return this form and \$35.00 plus local sales tax and shipping for your Distributor Kit to: Morinda, Inc., ATTN: Distributor Services, P.O. Box 4000, Orem, UT 84059

Case AutoShip Program Information

- ☐ Enroll me in Morinda's Case AutoShip program. (If checked, fill out payment information below). I understand that I may order any products from Morinda's Wholesale Direct Catalog to meet this requirement. I further understand that in order to fully qualify as a Case AutoShip distributor, my orders for the month must equal or exceed 120 QPV.

Note: Orders from Morinda's Wholesale Direct Catalog *must be made by the 14th of each month*. If your orders made prior to that date do not equal 120 QPV, you will automatically be sent one case (four bottles) of TAHITIAN NONI® Juice.

- ☐ I would like my case of TAHITIAN NONI® Juice regardless of any other purchases (If checked, fill out payment information below). I authorize Morinda to send me _____ case(s) of TAHITIAN NONI® Juice **OR** _____ case(s) of kosher TAHITIAN NONI® Juice each month regardless of any other purchases made under my ID number during any month.

- ☐ I prefer kosher TAHITIAN NONI® Juice. I understand that the cost of kosher TAHITIAN NONI® Juice is \$125.00 per case.

Hawaii and Puerto Rico only

Please check one of the following:

- ☐ I will pick up my AutoShip from a local warehouse.
☐ I would like my AutoShip delivered to my shipping address.

*You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the reverse side of this form for an explanation of this right.

AutoShip Payment Information

METHOD OF PAYMENT: ☐ Credit card ☐ Cash (must be accompanied by Cash AutoShip Voucher)
☐ ACH (voided check must be accompanied by an ACH authorization form)

Credit Card Number ☐ VISA ☐ MasterCard ☐ Discover

Exp date (month/year)

Name on card (exactly as it appears)

Billing address

City, state, zip code

X
Authorized signature

Nonresident Alien Distributors

- ☐ I am living in the United States but am not a U.S. citizen.
Nonresident aliens in the U.S. are required by law to submit an IRS Form W-8.

Order and Sign-Up Numbers

U.S. English 800-445-2969 Spanish 800-445-8933

Tahiti Dream 888-588-8244 Chinese 888-545-0304

*Signature (Required)

The undersigned hereby applies to become an independent distributor of Morinda, Inc. The undersigned warrants that he/she has read, understands and agrees to the terms and conditions contained on the reverse side of this Distributor Agreement and those found in the Morinda Policy Manual. Undersigned also warrants that he/she has had an opportunity to review these terms and conditions with his/her own legal counsel. Undersigned hereby acknowledges that Morinda, Inc. will be relying on these warranties.

X
Authorized signature _____ Date _____

X
Spouse (or coapplicant signature) _____ Date _____

For office use only:

Entered by: _____ date: _____

Checked by: _____ date: _____

Distributor ID#



TERMS AND CONDITIONS:

1. I understand that as a Morinda distributor:
 - a. I must be of legal age in the state in which I reside.
 - b. I have the right to offer for sale Morinda products and services in accordance with these Terms and Conditions.
 - c. I have the right to build a Morinda sales organization.
 - d. I will train and motivate the distributors in my downline marketing organization.
 - e. I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
 - f. I will perform my obligations as a distributor with honesty and integrity.
 - g. I will only use the sales contracts and order forms which are provided by Morinda for the sales of its goods and services, and I will follow all policies and procedures established by Morinda for the completion and processing of such contracts and orders.
2. I agree to present the Morinda Compensation Plan and Morinda products and services as set forth in official Morinda literature.
3. I agree that as a Morinda distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Morinda. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Morinda. I understand that I shall control the manner and means by which I operate my Morinda business, subject to my compliance with these Terms and Conditions, the Morinda Policy Manual, and the Morinda Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF MORINDA FOR FEDERAL OR STATE TAX PURPOSES.** Morinda is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Morinda, Inc., all appropriate taxing jurisdictions, and all related rules and procedures.
4. **I have carefully read and agree to comply with the Morinda Policy Manual and the Morinda Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions.** I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Morinda. I understand that these Terms and Conditions, the Morinda Policy Manual, or the Morinda Compensation Plan may be amended at the sole discretion of Morinda, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Morinda materials and on the Company's official web site. The continuation of my Morinda business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. **The term of this Agreement, and each subsequent renewal, is one year. Either party may elect not to renew the Agreement upon each anniversary date. If my Agreement is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a distributor and I shall not be eligible to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any remuneration derived through the sales and other activities of my former downline organization.**
6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Morinda. Any attempt to transfer or assign this Agreement without the express written consent of Morinda renders this Agreement terminable at the option of Morinda and may result in termination of my business.
7. I understand that if I fail to comply with the terms of this Agreement, Morinda may, at its discretion, impose upon me disciplinary action as set forth in the Policy Manual. If I am in breach, default, or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due, or am indebted to Morinda for any reason, I authorize Morinda to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards which I have placed on file with Morinda.
8. Morinda, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for consequential and exemplary damages. If Morinda is found to be in breach of this Agreement, the amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify Morinda and its affiliates from all liability arising from, or relating to my actions in the promotion or operation of my Morinda business and any activities related to it (for example, but not limited to, the presentation of Morinda products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).
9. This Agreement, in its current form, and as amended by Morinda at its discretion, constitutes the entire contract between Morinda and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual shall govern.
10. Any waiver by Morinda of any breach of this Agreement must be in writing and signed by an authorized officer of Morinda. Waiver by Morinda of any breach of this Agreement by me shall not operate, or be construed as a waiver of any subsequent breach.
11. If any provision of this 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. The covenants to protect Morinda's trade secrets, confidential information, and other proprietary materials, as set forth more fully in the Policy Manual, shall survive the termination of the Agreement.
12. All issues relating to arbitration shall be governed by the Federal Arbitration Act. Issues not related to Arbitration will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to the Agreement shall be settled through binding arbitration in Orem, Utah or such other location as Morinda prescribes. **Applicant waives all rights to a jury and/or court trial.** Arbitration proceedings and discovery shall be governed by the Federal Rules of Civil Procedure (except that there shall be no right of appeal), and the Federal Rules of Evidence shall apply. If a distributor files a claim or counterclaim against Morinda, he or she shall do so on an individual basis and not with any other distributor or as part of a class action. 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. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Notwithstanding this Arbitration provision,

nothing herein shall prevent Morinda from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Morinda's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County, or any state court in Utah County, State of Utah for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.
14. I understand that if I am actively participating in the Case AutoShip program on the anniversary date of my Agreement, Morinda will automatically renew my Agreement for another year (unless Morinda elects to exercise its right not to renew or if I am in breach of the Agreement). I understand that if I am not on the Case AutoShip program on the anniversary date of my Agreement, I will need to pay a renewal fee in order to renew this Agreement with Morinda for another year. I understand that Morinda will issue me written notice of my upcoming renewal at least 30 days before my anniversary date and it will notify me of any renewal fee price increases at least 30 days prior to the increase.
15. I authorize Morinda to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
16. Faxed copies of this Agreement shall be deemed an original. To be valid, copies submitted to Morinda by fax must include the front and back of the document.

NOTICE OF RIGHT TO CANCEL

DATE of Transaction _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, any other written notice, or send a telegram to Morinda, 550 E. Timpanogos Circle, Bldg. G, Orem, UT 84057, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's signature _____

Date _____