

## MORINGO ORGANICS MEMBER AGREEMENT

**1. Authorization and Contract.** By executing the Moringo Organics Member Agreement (“Agreement”), you apply for legal authorization to become a Moringo Organics business owner and enter into contract with Moringo Organics, Inc., hereinafter “Moringo Organics.” You acknowledge that prior to signing you have received, read and understood the Moringo Organics Income Disclosure Statement, that you have read and understood the Moringo Organics Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on [www.moringoorganics.com](http://www.moringoorganics.com), and that you have read and agree to all terms set forth in this Agreement. Moringo Organics reserves the right to reject any application for any reason within 30 days of receipt.

**2. Expiration, Renewal, and Termination.** The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your Moringo Organics business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Member. You shall not be eligible to sell Moringo Organics products and services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. Moringo Organics reserves the right to terminate all Member 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 direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to Moringo Organics at its principal business address. Moringo Organics may cancel this Agreement for any reason upon 30 days advance written notice to Member. Moringo Organics may also take actions short of termination of the Agreement, if the Moringo Organics member breaches any of its provisions.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Moringo Organics or your Sponsoring member. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Moringo Organics on your own account. 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-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

**4. Refunds and Product Returns.** You agree that if you resell Product directly to a customer, you will adhere to Moringo Organic’s 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to you within twelve months from the sales transaction. If you are not 100% satisfied with our products, you may return the items for a refund if neither you nor we have terminated the Agreement and the products were purchased within twelve months and remain in resalable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

**5. Presenting the Plan.** You agree when presenting the Moringo Organics Compensation Plan to present it in its entirety as outlined in official Moringo Organics materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Moringo Organics. You agree to instruct all prospective members to review the Moringo Organics Income Disclosure Statement.

**6. Health Benefits.** You agree to make no representations or claims about any products beyond those shown on product labels and/or in official Moringo Organics literature. You further agree to sell products available through Moringo Organics only in authorized territories.

**7. Moringo Organic's Proprietary Information and Trade Secrets.** You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Moringo Organics, 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 Moringo Organics business including, without limitation, member lists, sponsorship trees, and all Moringo Organics member information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Moringo Organics, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Moringo Organics, Moringo Organics grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and member sales, earnings and other financial reports to facilitate your Moringo Organics business.

**8. Non-Competition Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are a member, and for six months following resignation, non-renewal, or termination of your business, you will not compete with Moringo Organics. This covenant shall survive the expiration or termination of your authorization and contract with Moringo Organics.

**9. Non-Solicitation Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are a member, and for one calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Moringo Organics member to compete with the business of Moringo Organics.

**10. Images / Recordings / Consents.** You agree to permit Moringo Organics 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 Moringo Organics for any lawful purpose, and without compensation.

**11. Modification of Terms.** The terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

**12. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Moringo Organics as set forth in this Member Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Tennessee without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Moringo Organics, Inc. with jurisdiction and venue as provided by Louisiana law.

**13. Fax copy.** A faxed copy of the Agreement shall be treated as an original in all respects.

**14. Dispute Resolution.** All disputes and claims relating to Moringo Organics, its products and services, the rights and obligations of a member and Moringo Organics, or any other claims or causes of action relating to the performance of either a member or Moringo Organics under the Agreement or the Moringo Organics Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Franklin, Tennessee, or such other location as Moringo Organics prescribes, in accordance with the Federal Arbitration Act and the 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. **Additionally, you agree not to initiate or participate in any class action proceeding against Moringo Organics, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination

or expiration of the Agreement. Nothing in the Agreement shall prevent Moringo Organics from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its 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.

**15. Time Limitation.** If a Member wishes to bring an action against Moringo Organics for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Member waives all claims that any other statutes of limitations apply.

**16. Miscellaneous.** 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Moringo Organics and supersedes any prior agreements, understandings and obligations between you and Moringo Organics concerning the subject matter of your contract with Moringo Organics.

**17. Montana residents:** A Montana resident may cancel his or her Member Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period. Additionally, all Montana residents are entitled to a twelve month refund on all unsold inventory and sales aids in the event of resignation or termination.

**18. Notice of Right to Cancel.** You may request a refund on your enrollment fee if it's done within seven business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to Moringo Organics, Inc., 840 Crescent Centre Drive Suite 140, Franklin, Tennessee, 37067, not later than midnight of the seventh business day following the date of this Agreement.

**19. 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.