



DISTRIBUTOR AGREEMENT

Amended

Yoli Inc. // P.O. Box 808, Sandy, UT 84091 // 1.888.295.9009 // Fax 888.220.7072

Applicant Information

(If enrolling a business entity, you must additionally fill out and submit a Business Entity Application and Agreement Form)

Distributor ID Number

| Individual Applicant Information | | | Yoli Success Kit | Automatic Annual Renewal |
|--|------------|----------------|--|---|
| Last Name/Business Name | First Name | Middle Initial | Applicants must purchase a Yoli Success Kit (optional in North Dakota). It contains essential sales and marketing materials and literature to help you build your business. Please do not attempt to fill in the shipping and handling or sales tax information. Yoli corporate will total this information. | You must renew your Yoli Distributor Agreement on each anniversary date of your agreement. If you do not renew on each anniversary date, your Distributor Agreement will be cancelled, and you will lose all rights as a Yoli Distributor, including rights to future compensation. So that you do not inadvertently forget to renew and lose these benefits, Yoli offers an optional automatic renewal program. You will be notified at least 30 days before your credit card is charged. <input type="checkbox"/> YES , please automatically renew my Distributor Agreement on each anniversary date of my enrollment, and charge my renewal fee to my credit card listed below. <input type="checkbox"/> NO , I do not wish to participate in the automatic renewal program. I understand that it is my responsibility to renew my Agreement on or before each anniversary date. |
| Social Security/Tax ID # (You Must Complete & Sign the Enclosed W-9 Form) | | | | |
| Joint Applicant Name | | | | |
| Birth Date (mm/dd/yyyy) | | | | |
| Applicant Phone # | Cell # | | Success Kit \$ 39.99 | |
| | | | Shipping & Handling \$ | |
| | | | Sales Tax \$ | |
| | | | Total \$ | |

| | |
|-----------------------------|--|
| E-mail Address | Fax # |
| Mailing Address | Shipping Address (if different than mailing address) |
| City State Zip Code Country | City State Zip Code Country |

| Sponsor Information | | |
|---------------------|----------------|--------------|
| Sponsor's ID Number | Sponsor's Name | Phone Number |

| Placement Information (Placement Name and ID Number Optional) | | |
|--|---------------------|---|
| Based on the information provided in this section, you will be placed in the first available Left or Right position of the name and ID number provided below. If no Placement Name or ID is provided in this section, you will be placed in the first available position on the Left or Right side of your Sponsor (listed above). | | |
| Placement Name | Placement ID Number | CHOOSE ONE (Required) <input type="checkbox"/> L <input type="checkbox"/> R |

| Success Kit Payment | |
|----------------------------------|--|
| Payment : (check one) | <input type="radio"/> Visa <input type="radio"/> Master Card <input type="radio"/> American Express <input type="radio"/> Discover |
| Credit Card # | Expiration Date (mm/yyyy) |
| Credit Card Billing Address | City State Zip |
| Name (As shown on card) CVV Code | Signature of Cardholder Date(mm/dd/yyyy) |

| Commissions : (Please fill in your account information for commissions direct deposit) | |
|--|---|
| Name(s) on Account | Account # |
| Bank Name | Bank Routing # |
| Bank Address | Please attach voided check to this form (check must be preprinted with your name) |
| Signature on Account | |

I have carefully read the Terms and Conditions on the back of this application and agreement, the Yoli Policies and Procedures, and the Yoli Compensation Plan and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Yoli independent business at any time, with or without reason, by sending written notice to the company at the above listed address.

I UNDERSTAND THIS DISTRIBUTOR APPLICATION WILL NOT BE COMPLETE UNTIL I SUBMIT ALL SIGNED PAGES, INCLUDING IRS FORM W-9, TO YOLI.
You can also download the form at [HTTP://www.irs.gov/pub/irs-pdf/w9.pdf?portlet=3](http://www.irs.gov/pub/irs-pdf/w9.pdf?portlet=3)

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 days for Alaska residents). See the reverse side of this form for an explanation of this right.

| | | | |
|-----------|-------------------|---------------------------|-------------------|
| Signature | Date (mm/dd/yyyy) | Joint Applicant Signature | Date (dd/mm/yyyy) |
|-----------|-------------------|---------------------------|-------------------|

Terms and Conditions USA

1. I understand that as an Independent Distributor for Yoli, Inc. ("Yoli"):
 - a. I have the right to offer for sale Yoli products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in Yoli.
 - c. If qualified, I have the right to earn commissions pursuant to the Yoli Compensation Plan.
2. I agree to present the Yoli Marketing and Compensation Plan and Yoli products and services as set forth in official Yoli literature.
3. I agree that, as a Yoli Distributor, I am an independent contractor and not an employee, partner, legal representative, or franchisee of Yoli. I agree that I will be solely responsible for paying all expenses which I incur in my business, 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 YOLI FOR FEDERAL OR STATE TAX PURPOSES.** Yoli 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 required by law.
4. I have carefully read and agree to comply with the Yoli Policies and Procedures, the Yoli Marketing and Compensation Plan, and the Business Entity Application and Agreement (applicable only to Business Entities enrolling as a Distributor), which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing and not in violation of the Agreement to be eligible for bonuses or commissions from Yoli. I understand that the Yoli Policies and Procedures and/or the Yoli Marketing and Compensation Plan may be amended at the sole discretion of Yoli, and I agree to abide by all such amendments. Notification of amendments shall be posted on Yoli's website. Amendments shall become effective 30 days after publication. The continuation of my Yoli business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this Agreement is one year. If I fail to annually renew my Yoli business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Yoli products and services, nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including, but not limited to, property rights to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Yoli reserves the right to terminate all Distributor 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. Distributor may cancel this Agreement at any time and for any reason upon written notice to Yoli at its principal business address.
6. I may not assign any rights under the Agreement without the prior written consent of Yoli. Any attempt to transfer or assign the Agreement without the express written consent of Yoli renders the Agreement voidable at the option of Yoli and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Yoli may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the 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.
8. Yoli, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Yoli and its affiliates from all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Yoli and its affiliates from all liability arising from, or relating to, the promotion or operation of my Yoli business and any activities related to it (e.g., the presentation of Yoli products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.) and agree to indemnify Yoli for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by Yoli at its discretion, constitutes the entire contract between Yoli and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Yoli of any breach of the Agreement must be in writing and signed by an authorized officer of Yoli. Waiver by Yoli of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and Yoli arising from, or relating to, the Agreement or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Yoli shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, Yoli shall be entitled to bring an action before the State or Federal Courts in Salt Lake County, State of Utah, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including, but not limited to, actions to protect its customer and/or Distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

13. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator, an action by Yoli for equitable relief, or any other matter not subject to arbitration.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment and may return his or her Success Kit for a full refund within such time period.

16. If a Distributor wishes to bring an action against Yoli 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, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Yoli for such act or omission. **Distributor waives all claims that any other statute of limitations applies.**

17. I authorize Yoli to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

18. A faxed copy of the Agreement, as well as a digitally scanned copy, shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). 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 or any other written notice, or send a telegram to Yoli Inc., P.O. Box 808, Sandy, UT 84091 NOT LATER THAN MIDNIGHT of the third business day following the date of your application.

Buyer's Signature _____ Date ___/___/___

I HEREBY CANCEL THIS TRANSACTION.