
Term And Conditions

Please read the terms and conditions of this agreement (“Agreement”) and only click on the “I agree to the terms and conditions” button if you agree to be bound to these terms. By clicking on the “I agree” button, you agree to become a Maruxi LLC Independent sales Contractor (Hereinafter referred to as a “Maruxi Maven” and

1. You acknowledge that you have read, understand and agree to be bound to the terms of this agreement that follow;
2. You confirm that you are 18 years of age or older;
3. You reside in the United States; and
4. You possess a valid, verifiable Social Security or Tax ID number and you are not subject to Tax backup and withholding.

This agreement is made by and between Maruxi LLC, (hereinafter referred to as the “Company” or “Maruxi”), a Virginia limited liability company, and the person named in the application being submitted to become an Independent Sales Contractor of the Company (hereinafter referred to as “You” and “Your” or “Maven” or “Consultant”). You are entering into this Agreement as a result of your desire to become an independent sales contractor for the Maruxi product line. Therefore, in consideration of such desire and for other good and valuable consideration, the Company and You hereby agree as follows:

1. Engagement of Services. Subject to the terms and conditions of this Agreement, the Company hereby agrees that You will be an Independent Sales Contractor to the Company. As one of our Mavens, you will promote and sell our Maruxi products. You will receive a fee from Maruxi when you sell Maruxi products (excluding products you purchase yourself). The fee structure is describe in more detail in the Compensation Plan. By selling Maruxi products, you agree to behave according to the company guidelines in this Agreement. You acknowledge that we may change the Guidelines and the Plan from time to time, and you agree to comply and follow any changes. You also agree to

- a. Reflect the highest standards of integrity, honesty and responsibility in dealings with us, customers and fellow Maruxi Mavens. Actively and enthusiastically present and promote Maruxi in a sincere, honest and ethical manner.
- b. Present Maruxi products and all facts concerning a Maruxi career in a truthful, sincere and honest manner. Do not engage in any activity or action that may damage our reputation or the reputation of our products;
- c. Purchase the Starter Kit from us, via an order submitted to us accompanied by a credit card charge, for the full amount due;
- d. Place orders from your customers for Maruxi products. Each order submitted to the Company shall be accompanied by a credit card payment for the amount due. Process payments for all items sold at Maruxi Get-Togethers on behalf of the guests and remit all payments to Maruxi for distribution of commissions. You understand that no commissions will be processed until payment is applied.

- e. Securely maintain account information. Protect all personally identifiable information collected from customers via an order form in compliance with the terms and conditions of Maruxi Privacy Policy. Any use of a customer's personally identifiable information in a manner inconsistent with our Privacy Policy will be deemed a breach of your obligations under this Agreement and grounds for immediate termination of this Agreement;
- f. Allow us to release your name and telephone number in response to a customer's request for a Maruxi Maven in your area;
- g. Comply with any changes to this Agreement that may be made by us

2. Get-Togethers and Pop-Up Shops. In performing services as a Maven, you may conduct Get-Togethers and Pop-up shops as described in our training and manuals. When you hold Get-Togethers or Pop-up shops, you agree that you will use good judgment and will comply with all applicable federal, state and local laws, regulations and ordinances, including those prohibiting alcohol consumption by minors. You, and not Maruxi, will be entirely responsible for any liabilities, claims, costs, expenses, or damages arising from any Get-together and Pop-up shop you hold.

It is the Maven's responsibility to promptly and carefully report sales from Maruxi Get-togethers and details within 24 hours of the close of the Get-Together.

3. Compensation. In consideration for your services as a Maven, we will pay you commissions and fees in accordance with the Maruxi Incentive Program ("Compensation Plan") which is described in more detail in the document Compensation Plan. Upon acceptance of this Agreement, once you begin placing orders with us on behalf of your customers, you will be eligible to earn a commission calculated between twenty-five and forty five percent (25-45%) of the purchase price of Maruxi products you sell, excluding any Maruxi products you purchase for personal use. The exact percentage of earned commission is based on monthly sales volume thresholds that may be modified over time, and based on your involvement in the Maruxi Community. In addition to commissions, Maruxi will provide additional awards and privileges to "active" Mavens. An "active" Maven is a Maven who submits at least \$500 in personal sales volume in a six (6) consecutive month period. Maruxi may, in its sole discretion, grant waivers of the personal sales requirement. Information of additional awards and bonuses are detailed in the Compensation Plan.

You will be responsible for all costs and expenses you incur in hosting Get-Togethers and Pop-up shops or marketing, promoting and selling our products or recruiting other potential sales consultants.

Maruxi will pay earned commissions to you through check or direct bank transfer, in which case, in order to receive compensation, you will need to provide us with your bank account information required to perform the payment. To receive such payments, you must be in Good Standing and you must not otherwise be in violation of this Agreement.

4. Amendments to Company Documents. By assenting to this Agreement, you agree

and understand that the Company may, from time to time, amend this Agreement and the Maruxi Manuals and Compensation Plan, and any such amendment will be made in Company's sole discretion. Amended documents shall be published in official Company materials and / or will be provided to the Maven via email (or other reasonable delivery method) within 30 days of the amendment being made. Amendments will become effective upon publication or specifically stated effective date. Continuation activities as a Maruxi Maven or the acceptance of bonuses or commissions shall constitute your acceptance of any and all amendments. This agreement is not subject to alteration, modification or change, except in writing signed by authorized executive in the Company.

We may unilaterally, upon 10-day written notice to you modify our Compensation Plan, by posting notice on our web site or otherwise giving you notice at the email address or physical address you provide to use when registering as a Maruxi Maven.

5. Independent Contractor Relationship. Under this Agreement, you will be one of our Mavens to market and sell Maruxi products to the public in the United States, U.S. Territories, and U.S. Military Bases. You will be an independent contractor and not our employee, servant, joint venturer, franchisee, partner, or agent. Accordingly, you will have no authority to incur any debt, obligation or liability on behalf of us – and you are not authorized to sign any contracts on our behalf. We will pay you the commissions as explained above under the section Compensation, but you will be responsible for all self-employment (Social Security), and Income Taxes due on income earned in connection herewith. You agree to abide by all federal, state and local laws applicable to your activities. You will, at your own expense, file all reports and obtain any licenses that are required by law or regulation for you to perform your activities under this Agreement or the holding, selling, or advertising of our products. You certify to us that you are legally authorized to work in the United States.

As an independent contractor of the Company, you are not entitled to receive the benefits that employees of the Company are entitled to receive, and shall not be entitled to workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or social security contributions on account of your services as a Maven. The use of the word “Compensation” in this agreement or in any other Company document is not to be interpreted in any way as being indicative of employee status.

Any image of you in your role as a Maven, or testimonial given by you is the sole property of Company and may be used for commercial, marketing and promotional purposes on its Web site or in any other medium.

The Maven shall indemnify and hold Company harmless in the event that Company is required to respond in damages to a third party or parties by reason of any conduct of Contractor which shall be in violation of any laws, rules, regulations or codes of ethics applicable to Contractor.

This is a non-exclusive relationship and Maruxi reserves the right to sell its products through other sales channels. These sales channels may be authorized by the Company to offer Maruxi products at alternate retail prices, however, Mavens are only authorized to sell Maruxi products at retail prices set by Maruxi.

Maruxi will not impose on Mavens any geographical territories or limits relating to sales and recruiting of Consultants in the United States.

6. Intellectual Property. You agree to not use the Company's intellectual property, including without limitation, the Company's trademarks, copyrights, trade names, , designs, images or symbols, data, information or other content in our products and materials. without the prior written consent of the Company except as set forth in our manuals in regards of use of logos or symbols for use on individual social media such as Facebook, Instagram etc. You acknowledge that by agreeing to become a Maruxi Maven, you will not own or acquire any interest or right of any nature to or in any intellectual property rights in our products or materials and that you will not use any of our designs, except as specifically authorized by us.

7. Maven Content Permission. You agree that the Company may use your personal information, including without limitation, your name, likeness, photograph or personal story in the Company's promotional or advertising materials without compensation or remuneration. You hereby grant us permission to use and reproduce any photographs, images, voice, name, personal information, website postings, social media content or data uploaded to the internet related to you, created by you or containing any form of likeness with you (collectively "Content") in all forms and media including composite or modified representations for all purposes, including marketing and commercial purposes throughout the world and in perpetuity. You hereby grant to Maruxi a non-exclusive, worldwide, royalty-free license to use any Content and derivative works of any Content in connection with our business, including the marketing and promotion thereof, and you waive the right to inspect or approve any versions of any Content used at any time by us, including any words, descriptions, data or images that may accompany such Content. You agree that you will not, at any time, create, distribute or otherwise make available any Content that directly or indirectly violates any rights of any third-party.

8. Ordering Process and Returns. We will have the right to accept or reject any order submitted by you. If you submit an order for products that are no longer available in the quantities you ordered, we will have to reject all or part of that order, and you will not be entitled to receive compensation in connection with orders that we don't accept or in connection with products that are returned by customers. We reserve the right to chargeback (debit) the amount of any commissions paid to you on products that are returned by a customer for credit. We reserve the right to discontinue any product at any time.

All orders you place with us are conditioned on the terms of this Agreement being in full force and effect. We have no obligation to accept any orders from you if we determine that this Agreement is not effective for any reason, including the invalidity of your

electronic signature.

Return of the Maven Starter Kit

You may elect to return the Maven Starter Kit within thirty days from the effective date of this Agreement and we will refund you a pro-rated amount for all items you elected to return, provided that, you return all items, including marketing materials in their original condition and damaged or used items cannot be returned. Any sample jewelry you may have purchased after the date you purchased the Maven Starter Kit and which is not required for purchase as a Maven, is not eligible for return. You acknowledge and understand that, under no circumstances are you able to return the Maven Starter Kit after thirty days from the effective date of this Agreement.

Return for Items Damaged in Transit

It is your responsibility to promptly, carefully inspect goods upon receipt of the goods. Please follow the return process explain in the guidelines to process the return. Returns due to items damaged in transit or manufacturer defects will no be considered unless made within seven days after receipt of the goods.

9. Retail Price. We will set the retail prices for all of our products, and we may change retail prices at any time. We will give you at least five (5) days' prior written notice of increases in our retail prices. Prices do not include shipping fees or applicable sales and use taxes. Prices charged for all products are determined solely by us and you will not sell products at prices other than the published retail prices for such products under any circumstance, unless authorized by Maruxi in accordance with a limited time promotion or discount offer.

10. Customer Disputes. You are solely responsible for resolving disputed charges, insufficient funds checks, and stop-payment checks from customers who placed orders for Maruxi products with you as their Maven and paid for such orders with cash or check to you. All disputed charges will be your responsibility.

11. Termination of this Agreement. The term of this agreement is one (1) year from the day of acceptance and will automatically renew on the anniversary date of acceptance unless otherwise notified prior to renewal. The Company or You may, with or without cause, terminate this Agreement at any time upon written notice to the other party. If the Company or You elect not to renew agreement or if it is cancelled or terminated for any reason, you understand that you will permanently lose all rights as Maven. You shall not be eligible to sell Maruxi products nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former success-line organization.

The Company reserves the right to terminate this Agreement upon fifteen (15) 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. This Agreement may be terminated immediately in the following cases (1) by

you for any reason upon written notice to us; or (2) by us (a) for any reason upon written notice to you; (b) if you have not sold a minimum of three hundred dollars (U.S. \$300.00) in commissionable sales during any six- month period; or (c) if you are in breach of any of your obligations and/or responsibilities described in this Agreement.

All of my rights (including rights to any earnings, privileges or benefits) provided to me by Maruxi are personal to me and may not be assigned, transferred or assumed without the prior written consent of Maruxi.

12. Events Upon Termination of this Agreement. Upon termination of this agreement will cease all use of Maruxi intellectual property and confidential information and will cease holding parties, events, workshops and presentations.

13. Confidential Information.

Privacy Laws

You will comply with all applicable local, state and federal privacy laws, regulations and any credit card merchant agreement provisions that pertain to your collection, storage and use of any user data. Without limiting the generality of the foregoing, you agree that you will only use user information for the primary purpose for which it was collected and will take all necessary measures to protect such user information. You will keep confidential information in strict confidence.

Maruxi's Confidential Information

Our "Confidential Information" means all of our information that we mark as confidential or that should reasonably be considered confidential based on the nature of the disclosure, and includes, without limitation, our training manuals, training tapes, agreements, business forms, pricing or cost information, knowledge as to sources, information concerning our business, our manner of operation, our plans, processes or other data and especially any information regarding our customers and customer purchasing histories. You will keep all Confidential Information in strict confidence. You will not disclose confidential information to third parties.

You will not use, induce or permit others to use any Maruxi proprietary information to promote or sell the products of another direct selling company.

You understand that the success of Maruxi and its independent contractors depends upon direct selling methods exclusive to Maruxi Mavens. For that reason, you will only use the Maruxi methods or supplies to conduct Maruxi Get-Togethers or Pop-up shops and remit all sales through the approved Maruxi channels.

You will not engage in any unlawful or unfair business practices or violate any applicable laws or regulations.

Except as authorized by Maruxi, you will not use or display Maruxi's trademark, logo, products or marketing material.

14. Other Restrictions. Once you agree to the terms of this Agreement, you agree that you will not do any of the following without our written consent, and that it will be a material breach of this Agreement for you to:

- a) make any representations or warranties on behalf of Maruxi, other than the ones contained in the Maruxi marketing and promotional information we give you;
- (b) accept the return of any of our products except as described in our Return Policy part of the Guidelines;
- (c) represent, sell or promote, or display, directly or indirectly, any other line(s) of jewelry, watches or belts, or any jewelry, watches or belts not purchased directly from us;
- (d) sell our products to or through retail stores, other fixed commercial outlets or any e-commerce outlets (by way of example, E-Bay, Amazon, Gilt Group, Etsy);
- (e) sell or resell the Maruxi products at any price other than the retail prices listed by Maruxi;
- (f) fail to follow any of our policies and procedures, including the Guidelines;
- (g) show or sell any of our products at a non-Maruxi party or demonstration, without Maruxi's express written authorization;
- (h) promote Maruxi or our products through unsolicited emails or SPAM or otherwise violate any state or federal laws regulating electronic communications; and
- (i) If you are ranked at the Star Director rank or above (as defined in the Compensation Plan in the Guidelines), to directly or indirectly or on behalf of anyone else, sell for, recruit for, manage or own any other direct sales company.

15. Time Limitation. If a Consultant wishes to bring an action against the Company or any act or omission relating to or arising from the Agreement, such action must be brought forward with six (6) months from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the Company for such act or omission. Consultant waives all claims that any other statutes of limitations apply.

16. Indemnification. You agree to hold harmless and indemnify Maruxi, its parent company, affiliates, shareholders, board members, directors, officers, employees and agents from and against any claims, damages or liabilities (including reasonable attorneys' fees and costs) arising out of this Agreement and your business practices related to this Agreement, including breach of any of Maruxi's policies and/or procedures or other agreements. You specifically authorize Maruxi to offset any such claims, costs, expenses, damages or liabilities against any and all profits payable to me. Content, including any claims of defamation, invasion of right to privacy, infringement of moral rights, rights of publicity or personality, or copyrights.

17. Remedies and No Waiver. In the event of any breach, violation or evasion of this Agreement by you, you agree to pay all our costs to enforce or protect our rights,

including all reasonable attorney fees and court costs. Failure by you or us to insist upon or enforce any of our rights will not be considered a waiver of those rights.

This Agreement will be governed, construed and enforced under the laws of the State of Virginia, without giving effect to conflicts of laws principles or provisions.

18. Entire Agreement. The terms and conditions of this Agreement, together with the Guidelines represent the entire agreement between us and will supersede any other representations, discussions, prior understandings or agreements between us. No oral modification will be binding upon us, and except as otherwise expressly provided in this Agreement, any modification must be in writing and signed by both of us. You understand that if you are in breach, default or violation of the Agreement at termination, you shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

19. Severability. If any item of this Agreement is determined to be invalid or unenforceable, the remaining provisions will be unaffected.

20. Conflict. In the event of any conflict between a provision of this Agreement and the Guidelines, the provision of the Guidelines most recent in time will govern.

21. Dispute Resolution. All disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by mutual agreement may be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Unless otherwise agreed by the parties, arbitration will be held in Fairfax, VA before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by the American Arbitration Association ("AAA") and will be conducted in accordance with the rules and regulations promulgated by AAA.

20. Section Headings. The section headings in this Agreement have been inserted for convenience and shall not be used for interpretive purposes or to otherwise construe this Agreement.

21. Online Agreement. This agreement is an online agreement that is being executed in keeping with applicable federal and state laws.

I UNDERSTAND THAT I MAY CANCEL THIS AGREEMENT AT ANY TIME BY PROVIDING WRITTEN NOTICE OF CANCELLATION TO THE COMPANY.