

Tangerine.fun™ Fun Ambassador License Agreement

This License Agreement (“**Agreement**”) is a testament to the value we place on our relationship with you, the Licensee, and Tangerine.fun™ (“**Licensor**”). We understand that business needs may change, and this Agreement is designed to be flexible to accommodate those changes. Licensor may modify this Agreement occasionally, and your acceptance is evidenced by continued use following notification. The licensed software is not intended for and should not be used by anyone under 18. As a valued Licensee, you must ensure that all Authorized Users are at least 18 years old. As Licensee, you understand and agree:

- 1)** To license the service of the Licensor’s business development and management software to build an independent Tangerine.fun™ omnichannel marketing business as a Tangerine.fun™ Independent Fun Ambassador and
- 2)** To license the service of the Licensor’s suite of marketing assets (as presently constituted, under development, and as made available to Licensee); and
- 3)** To license the service of the Licensor’s intellectual property, including but not limited to the use of the Licensor’s Independent Fun Ambassador Logo; and
- 4)** To purchase the license of service under the terms and conditions stated below and as specified in the Licensor’s Statement of Policy, which becomes part of this Agreement by reference;

In consideration of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1) Under this Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable service license (“**License**”) to access and use the Tangerine.fun™ Office Portal (“**Software**”), Trade Marked name/identity and Independent Fun Ambassador Logo (“**Intellectual Property**”), and present/future online marketing assets (“**Assets**”), including a personalized marketing website, to build an Omnichannel Marketing Business as an Independent Tangerine.fun™ Fun Ambassador. This comprehensive license ensures you have all the tools and resources you need for your business.

2) “**Software**” includes online access to the Tangerine.fun™ Office Portal and all information reports required to build and service a Tangerine.fun™ Omnichannel Marketing Business as an Independent Fun Ambassador.

3) The Software's Title, copyright, intellectual property, and distribution rights remain exclusively with the Licensor. Intellectual property rights include the software's look and feel. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

4) The "Software" may be accessed online from any computer with a user-generated USERNAME and PASSWORD as long as this license is in effect.

5) This Agreement grants the Licensee personal rights. The Licensee may not transfer or assign rights or obligations to any other person or legal entity and may not make the Software available to one or more third parties.

6) The Software may not be modified, reverse-engineered, or decompiled through current or future available technologies.

7) Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement and may result in access restrictions.

Annual License Fee

1) The Annual License Fee of one hundred and twenty dollars (\$120), payable in twelve (12) monthly installments or ninety-nine dollars (\$99) when prepaid, will constitute the entire license fee and is the full consideration for this Agreement.

2) Annual License Renewal is due upon the anniversary of initial enrollment as a Tangerine.fun™ Fun Ambassador. The renewal fee is one hundred and twenty dollars (\$120), payable in twelve (12) monthly installments or ninety-nine dollars (\$99) when prepaid upfront.

3) Failure to pay the License fee, whether monthly or annually, results in being Inactive and being reclassified as a guest for that month. Cash Rewards will be held for sixty (60) days to provide an opportunity for remedy. After 60 days of continued nonactivity, Cash Rewards will roll up to the next active Fun Ambassador above in the preceding Enrollment Organization. Any Marketing Organization will also roll up. Guests enrolled by the former Fun Ambassador will not be affected and will remain in the Guest Tree.

Limitation of Liability

1) The Software is provided by the Licensor and accepted by the Licensee "as is." The liability of the Licensor will be limited to a maximum of the original license fee for the Software. The Licensor will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage

suffered by the Licensee arising out of the use or failure to use the Office Portal Software.

2) The Licenser makes no warranty, expressed or implied, regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

3) The Licenser does not warrant that use of the Software will be uninterrupted or error-free. The Licensee generally accepts that software is prone to bugs and flaws within an acceptable level determined by the industry.

Warrants and Representations

1) The Licenser warrants and represents that it is the copyright holder of the Software. The Licenser warrants and represents that granting the license to use this Software does not violate any other agreement, copyright, or applicable statute.

Acceptance

1) All terms, conditions, and obligations of this Agreement will be deemed accepted by the Licensee ("Acceptance") upon execution of this Agreement.

User Support

1) User support and maintenance are provided as part of this Agreement. Software updates and marketing assets are continually being enhanced, including all such enhancements in the license agreement.

Term

1) The term of this Agreement will begin upon Acceptance and is perpetual as long as the annual license fee is paid and the Licensee complies with the Anjuli Fun Ambassador Agreement and Tangerine.fun™ Statement of Policy, which is incorporated into this License by reference.

Termination

1) This Agreement will be terminated, and the License forfeited, where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy any intellectual property belonging to the Licenser, including any business management reports generated by the Software, as part of the compensation provided by the Licenser for building a marketing organization to market Tangerine.fun™ products and services.

Force Majeure

1) The Licenser will be free of liability to the Licensee where the Licenser is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war, or any other

unforeseen and uncontrollable event where the Licensor has taken any appropriate action to mitigate such an event.

Governing Law

1) The Parties to this Agreement submit to the jurisdiction of the courts of Clark County in the State of Nevada for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Nevada.

Miscellaneous

1) This Agreement can only be modified in writing and signed by both the Licensor and the Licensee.

2) This Agreement does not create or imply an agency or partnership relationship between the Licensor and the Licensee.

3) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the male gender and the feminine gender, and vice versa. Traditional pronouns are used to write this agreement quickly and do not reflect any alternate preference.

4) If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties intend that such requirement be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

5) This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

6) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Licensor's successors and assigns.

Notices

1) All notices to the parties under this Agreement will be provided at the email address on file with Tangerine.fun™.

2) Continued use of the Licensed Software referenced in this Agreement serves as a witness to the Licensee's continued acceptance of this Agreement and willingness to abide by this Agreement.