

Memorandum of Understanding (MOU)

This MOU is made on the _____ between,

PARTNER

Company Name:

Name:

Address:

Telephone:

Email:

AND

SUCCESSLIFE GLOBAL PTE. LTD. ("SUCCESSLIFE")

190 MacPherson Road, #08-01

Wisma Gulab, Singapore 348548

Tel:+65 6299 4677

Email: partner@successlife.com

MOU Details

Platform Name:

SuccessLife

(hereinafter called "SuccessLife")

Success Resources

(hereinafter called "SR")

Website: <https://successlife.com>

Scope of the MOU

The purpose of this MOU is to establish non-exclusive partnership between SuccessLife and the Partner to grant Partner the right to refer buyers for the pre-sale of Success Coin tokens on SuccessLife's platform. This MOU outlines each Party's contribution and intended co-operation, inclusive of general commercial terms and conditions.

General Commitments

1. Success Coin Commitment

SuccessLife grants the Partner the right to refer buyers for the pre-sale of Success Coin₁ tokens on SuccessLife's platform at prices and terms and conditions as determined by

SuccessLife.

2. Package Categories and Pricing

Package Category	\$/Token
Stage 1: 14 th Oct to 28 th Oct, 2017	\$0.25
Stage 2: 29 th Oct to 29 th Dec, 2017	\$0.35
Stage 3: 30 th Dec, 2017 to 30 th Jan, 2018	\$0.55
Stage 4: 31 st Jan to 15 th Mar, 2018	\$0.75
Stage 5: 16 th Mar to 15 th Apr, 2018	\$1.00

- There is NO REFUND for cancellation of the packages. Terms and conditions apply.
- The Partner is not allowed to give any discount other than those given or approved by SuccessLife. Tokens will only be issued for the actual amount received, excluding any bank or finance charges.
- SuccessLife is responsible for all communication to the clients.
- SuccessLife is not responsible for the costs of any additional bonuses offered by Partner.

3. Remuneration

- **Success Coin Package**
 - For every purchase of the Success Coin Package, Partner will get 20% Commission on the amount received and credited to SuccessLife bank account, minus any bank or finance charges. The NEW purchase must be properly documented and attributed to the partner for this commission to be effective.
 - If partner is found to have used any inappropriate methods to recruit sales, SuccessLife reserves the rights to stop the commission payout or claw back any commissions from the Partner.
- **Payout Date**
 - The commission will be calculated and paid out to the Partner on the last day of the month. The cut-off date for calculation will be on the 15th of the month. Any commissions from new sales after the 15th will be attributed to the following month's commission.

- **Commission**

- To be eligible for commissions on new customers who came to our preview/ event and purchase the ICO packages, the resellers must provide the customer details in writing at least one day prior to the preview/ event. These customers must not already exist in our SR database.
- Commission will only be paid out if the sales generated from the Partner's unique link.

4. Marketing

- The Partner agrees to actively promote and market the platform and shall undertake appropriate promotional and marketing activity with the objective of maximizing the subscribers for this platform.
- The Partner must ensure that all promotional and marketing materials, emails, advertisements and resources other than those supplied by SuccessLife have to be approved by SuccessLife prior to distribution and publication.
- All financial obligations incurred by the Partner are its sole responsibility. The Partner can conduct their own marketing activities, previews/ presentations at their own costs.
- Partners will be given a unique link for their prospect to make payment on SuccessLife website.
- SuccessLife or SR will not help the Partner to promote to its database pertaining to the Partner's own preview.

5. Minimum Commitment for eligibility of Commissions

A minimum of USD 1,000 shall be committed by the Partner in order for commissions payout.

- The first USD 1,000 will be offset from sales generated through the affiliate link to fulfil the above commitment
- Any sale after satisfying the USD 1,000 commitment shall be eligible for commissions
- If the Partner had purchased USD 1,000 prior to the Partnership, this eligibility criteria is deemed to be already satisfied, and the Partner will be getting commissions starting from the first sale through the affiliate link.

6. Costs and Expenses

The Partner shall be responsible for all costs, expenses or if taxes are payable in connection with the Success Coin Sales. All amount received from sales of Success Coin packages must be credited back to SuccessLife within 1 week of collection or before the ICO, whichever is closer, in order to be eligible for the commission payout.

7. Initial Coin Offering Date Change

- SuccessLife reserves the right in its sole discretion to change the Platform, the³

ICO Date at any time during the Term of this MOU.

8. Intellectual Property

- Intellectual Property Rights means any and all patents, patent applications, know-how, trademarks, trade mark applications, trade names, registered design, copyright, database rights or of other similar intellectual property rights created, developed, subsisting or used in connection with the collaboration and whether in existence at the date hereof or created in the future.
- The Partner warrants that no documents or other material and data or other information and devices and processes will be provided for use in connection with the performance of the MOU which infringe any third party intellectual property rights.
- The Partner shall not disclose or pass on any information concerning the business of SuccessLife or that of their clients or utilize, other than in connection with the affairs of the collaboration for the purposes of this MOU, information trade or professional secrets of SuccessLife, and the Partner shall procure that their employees, agents and sub-contractors shall observe these conditions.
- The Partner shall not use in any advertising, promotional or sales literature the name of SuccessLife without prior written consent.
- SuccessLife retains right of its own brand, seminars, IP, copyrights, web assets and domains. SuccessLife also retains rights to any web assets that the Partner builds for this collaboration for use for other related products & services. This includes but is not limited to domain names, prospects, customers & revenues generated via the Partner company's web assets.
- The documents, information and materials are proprietary to SuccessLife and are protected under intellectual Property Law. The contents must not be reproduced, modified, re-sold, licensed, assigned or offered as a bonus or auctioned without the prior written consent of SuccessLife.

9. Confidential Information

- Acknowledgment of confidentiality the Partner acknowledge that:
 - a) all the Confidential Information is secret and confidential to SuccessLife; and
 - b) any unauthorized use, reproduction or disclosure of the Confidential Information by the Partner may cause loss, damage or expense to SuccessLife.

- Obligation of confidentiality
The Partner must (except as may be required by law or with SuccessLife's prior written consent) maintain the secrecy and confidentiality of the Confidential Information. If this MOU allows the Partner to disclose Confidential Information to a third party, the Partner must ensure that the third party agrees to guard the confidentiality of the Confidential Information on the same terms as set out in this MOU.

- Disclosure required by law if the Partner is required by law to disclose Confidential Information:
 - a) The Partner will promptly give SuccessLife written notice specifying the legal requirement and the Confidential Information to be disclosed; and
 - b) The Partner will ensure that the relevant Confidential Information is disclosed in a manner that minimizes the disclosure.

- Injunctions
The Partner acknowledges and agrees that a breach of this MOU may cause SuccessLife to suffer loss, damage and expense for which damages may not be adequate compensation and may be difficult to ascertain and that SuccessLife may immediately seek to restrain any actual or threatened breach of this MOU by injunction or any similar remedy.

Terms of Understanding

The term of this MOU is effective until 15th March 2018 and may be extended upon written mutual agreement.

Either organisation may terminate this MOU upon seven (7) days written notice without penalties or liabilities, without prejudice for the sold tokens.

Registration for Access to the Affiliate Portal

Kindly tick on the checkbox "I am registering for SuccessLife Affiliate Program" in order to receive your affiliate link.

Both Parties:

Shall, unless otherwise agreed, bear their own costs in relation to this MOU and all activities to be carried out hereunder.

Schedule 1 Marketing Practices

With respect to soliciting clients and marketing SuccessLife services, all advertising and promotional materials are subject to the terms of this MOU. SuccessLife may request to review and approve any Partner's marketing materials, including but not limited to any e-mails or e-mail campaigns. Partner further agrees: (i) to be solely responsible for all expenses and fees incurred in connection with the participation in the Program; (ii) use best efforts to successfully market, advertise and sell SuccessLife Services during the term of this MOU; (iii) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to SuccessLife or its products or services; (iv) not make any representations, warranties, or guarantees on behalf SuccessLife, or otherwise concerning SuccessLife Services that are inconsistent with or in addition to any such representations, warranties, or guarantees made by SuccessLife.

Partner cannot use SuccessLife and Name as their Social Media Profiles (inclusive but not limited to Facebook Profile, group, community or fan page or any similar profile in Google+, Twitter, Linked In, etc).

Partner cannot use SuccessLife and SR's Photos, Name, Bonuses for lead generation and opt-in campaigns.

Accordingly, Partner agrees to use the SuccessLife and SR Logos, Banners, Photos and Branding solely in the manner in which SuccessLife shall specify from time to time in SuccessLife's sole discretion.