



# Independent Distributorship Agreement



**Phone Application: 1-800-UNICITY (864-2489) • Fax Application: 1-800-226-6232**

If you apply by phone, you must send the original application to Unicity within 30 days or your application will be void.

1201 North 800 East • Orem, UT 84097

Check here if this is an Amended Agreement.

## Applicant Information

\_\_\_\_\_  
Name (First, Middle Initial, Last) or Business Name\*

\_\_\_\_\_  
Social Security Number (or Federal Tax ID Number\*\*)

\_\_\_\_\_  
Co-Applicant/Spouse Name/Principal owner of Business Entity (First, Middle Initial, Last) (if applicable)

\_\_\_\_\_  
Birth Date (MM/DD/YY)  M  F  
Gender

\_\_\_\_\_  
Street Address (Current Mailing Address)\*\*\*

\_\_\_\_\_  
Area Code Home Phone Number

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Area Code Work Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Area Code Cell Phone Number

Sole Proprietorship  Partnership  Corporation  Husband/Wife Co-Applicants

\*If applying under a business name, additional information is required. Please contact Customer Service at 1-800-864-2489.

\*\*For business entity only.

## Enroller Information

The Enroller is the Distributor who is recruiting an individual to become a new Distributor with Unicity. The Enroller may also be the Sponsor.

\_\_\_\_\_  
Distributor ID Number

\_\_\_\_\_  
Enroller Name

\_\_\_\_\_  
Area Code Daytime Phone Number

## Sponsor Information

The Sponsor is the Distributor who is the immediate upline of a Distributor.

\_\_\_\_\_  
Distributor ID Number

\_\_\_\_\_  
Sponsor Name

\_\_\_\_\_  
Area Code Daytime Phone Number

## Distributor License and Automatic Refill Payment Information

Please accept my payment of the \$40 Distributor License fee plus any applicable sales tax and shipping/handling.

Cheque  MasterCard®  Discover®  American Express®  Auto-Payment/Bank Draft (Bank Draft form must be attached)

I want to participate in the Auto-Refill program as indicated below. I understand placing an Auto-Refill order enables me to receive my favorite Unicity products automatically every month. This Auto-Refill order section is included on this application for my convenience and is not mandatory. There is no minimum order requirement. Shipping, handling, and any applicable sales tax will be added to each order.

\_\_\_\_\_  
Credit Card Expiration Date (MM/YY) CVC

\_\_\_\_\_  
Cardholder's Name (First, Middle Initial, Last)

Start date of Auto-Refill   
(MM/DD)

Item Number	Product Description	Quantity	PV	Unit Price	Total PV	Extended Price

\*\*\*Please verify your shipping address above as you may be subject to fees due to FedEx/USPS address corrections. Refused orders will be charged a \$16.40 fee per box.

By signing and submitting this form and payment for my Distributor License, I acknowledge that I am applying to become a Unicity Distributor. I consent to Unicity contacting me at the telephone numbers, and/or e-mail address listed on my application or as updated. I certify that I have read and agree to the Terms and Conditions on the reverse side of this form. I further certify that I have received, have read, understand, and agree to the Unicity Compensation Plan and the Unicity Policies & Procedures, which are incorporated herein and made part of this agreement.

Applicant Signature

Date (MM/DD/YY)

Co-Applicant/Spouse Signature

Date (MM/DD/YY)

# The Distributorship Agreement Terms and Conditions

1. I am legally competent to enter into a contract.
  2. Upon acceptance of this Independent Distributorship Agreement by Unicity USA, Inc. ("Unicity"), Distributor will be an independent contractor and licensed distributor (hereinafter "Distributor") of Unicity, which status gives me the right to sell Unicity products (the "Products") in accordance with the Unicity Compensation Plan (the "Compensation Plan"). This Independent Distributorship Agreement will be deemed accepted by Unicity at its sole discretion when it is entered into the Unicity database, so long as there have been no violations with respect to this Agreement and the Policies and Procedures. Independent Distributorship Agreements submitted by telephone will be temporarily accepted; however, the original Independent Distributorship Agreement or a facsimile thereof must be received by Unicity within thirty (30) days of entry into the Unicity database for it to be considered for acceptance. Independent Distributorship Agreements appropriately entered online will be considered as having been accepted. The acceptance by Unicity of this Independent Distributorship Agreement may be rescinded if Unicity has determined there has been any misrepresentation or violation of the Independent Distributorship Agreement.
  3. I have read the Compensation Plan and the Policies and Procedures for Unicity independent Distributors (the "Policies & Procedures"). I agree to be bound by and abide by the terms and conditions of each of these documents and the terms and conditions of the Compensation Plan and the Policies & Procedures. I agree to be bound by all revisions, supplements, and amendments thereto and further agree that they are incorporated herein by this reference. This is an integrated Contract (the "Contract") that also includes the Compensation Plan and the Policies & Procedures. With the exception of these referenced documents, no promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both an authorized officer of Unicity and Distributor. I acknowledge that any violation of the Contract or any other agreements or obligations I may have with Unicity or any of its affiliated entities may result in the termination of the Distributor's Distributorship or other disciplinary action, as deemed appropriate by Unicity, at its sole and absolute discretion. Should any inconsistency be found between the Policies & Procedures, the Compensation Plan, and any amendment hereto, and any other publication of Unicity, then current Policies & Procedures shall govern.
  4. I understand that no product purchases are necessary to become a Distributor. The only payment required to become a Distributor is the Distributor fee referenced on the front of the Independent Distributorship Agreement form, the payment fee which authorizes the Distributor to act as a Distributor under the Contract and to receive all of the benefits of such Distributorship.
  5. This Independent Distributorship Agreement shall be valid for one (1) year from the date of acceptance and is subject to a required annual renewal. Unicity is not obligated to renew this Independent Distributorship Agreement. I acknowledge that this Independent Distributorship Agreement and the Distributorship created hereunder may be terminated by Unicity if the Independent Distributorship Agreement is not renewed for any reason. The Distributorship created hereunder is a licensed right that is revocable, and the position this Distributorship creates in the Unicity Distributor Organization and/or database is the property of Unicity.
  6. If I wish to terminate this Independent Distributorship Agreement, I will deliver written notification of the Distributors intent to terminate to Unicity. The Distributor's voluntary termination will be effective as of the date such notice is received and accepted by Unicity.
  7. As a Distributor, The Distributor is an independent contractor. The Distributor is not an employee, partner, agent, joint venturer or legal representative of Unicity. I agree that the Distributor is solely responsible for the Distributor's compliance with any and all laws or regulations related to the Distributors business in any jurisdiction exercising authority over the Distributor, including but not limited to the duty to license the Distributor's business and to collect and pay sales or use tax on sales and on products the Distributor consume unless Unicity otherwise agrees to collect and remit such taxes. I will obey any and all federal and local laws, statutes, and regulations applicable to the Distributor's business and me.
  8. Although Unicity or any of its affiliated entities may assist the Distributor in becoming aware of applicable laws, rules, and requirements, the sole responsibility to lawfully conduct the Distributor's independent Unicity business in any jurisdiction rests with me. Therefore, I release Unicity and any of its affiliated entities and their officers, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action that either I or others acting in my interest may have occasion to assert respecting the Distributor's status or conduct as an independent Distributor or Sponsor of Unicity arising out of any of the Distributor's acts or omissions. I agree to indemnify and hold harmless Unicity, its officers, employees, successors, Distributors, and any of its affiliated organizations for any claim, action or liability asserted or arising out of the Distributor's actions, omissions, admissions or representations in sponsoring or conducting the Distributor's independent Unicity business.
  9. This Independent Distributorship Agreement allows the Distributor to recruit prospective Distributors of Unicity in the Distributor's home country. I may only sponsor Distributors in other countries pursuant to the conditions of Unicity's International Sponsoring, which is included in the Policies & Procedures.
  10. I understand that only Distributors considered by Unicity to be in good standing may Sponsor new Distributors. Unicity, at its sole discretion, may reject this Independent Distributorship Agreement without disclosing any reason for the rejection. If this Independent Distributorship Agreement or any renewal hereof is not accepted or approved, the Distributor releases Unicity and its officers, agents, affiliates, advisors, and employees from any and all liability, claims, damages or cause of action.
  11. I understand that I am responsible for training and supporting any Distributors the Distributor Sponsors and/or recruit under the Compensation Plan, to ensure that they comply with the Policies & Procedures, including the prohibition against selling Unicity products on online auction and mass marketing commercial sites. I will offer reasonable support, information, and assistance to such Distributors, as well as reasonable supervisory, marketing, selling, and training support in connection with the sale of Unicity products to the ultimate consumer. I also agree to reasonably train any Distributor whom the Distributor may Sponsor or recruit in the performance of these functions. I will maintain continuing communication with and supervision over the Distributor's Unicity Distributor organization.
  12. I understand and agree that any Awards Distributor receive from Unicity are granted under the rules of the Compensation Plan or the rules of a Unicity program as may be established from time to time.
  13. I agree that the Distributor may not alter, re-package, re-label or otherwise change any Unicity product, nor will the Distributor sell any such product under any name or label other than that authorized by Unicity. I further agree that the Distributor will refrain from producing, selling, and using any compensation plan, program, writing, recording or any other materials that have not been previously approved or provided by Unicity.
  14. I understand and agree that the Distributor may not convey, assign or otherwise transfer any rights arising hereunder without the prior written consent of Unicity. Unicity may assign the Contract without my consent.
  15. I agree not to use proprietary trade names, trademarks or other property of Unicity without the prior written consent of Unicity.
  16. I will make no claims of curative, prescriptive, disease, medicinal, and/or therapeutic properties regarding Unicity products or claims involving the Compensation Plan that are not contained in official Unicity literature that is produced and distributed by Unicity.
  17. Unicity and its affiliated entities have proprietary rights to Unicity's Distributors and lists of Distributor names. I will not use any Unicity Distributor Lists or other Unicity contacts to promote the sale or use of any products, programs or services other than those offered through Unicity, to any Unicity Distributor whom the Distributor do not personally Sponsor. I further agree that the Distributor may not hold a beneficial interest in more than one Unicity Distributorship except as expressly allowed in the Compensation Plan. I will return all existing Unicity Lists upon request by Unicity or upon the termination.
  18. In the event I choose to purchase Unicity Products on my credit card or banking debit card, my signature on this Independent Distributorship Agreement hereby constitutes my authorization to process any order I place to those accounts and to use this authorization as my "signature on file."
  19. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
  20. This Contract shall be governed under the laws of the State of Utah. Venue for any action or arbitration is the State of Utah unless the parties mutually agree to another location or venue. The Distributor, and all shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals of a Distributor agree to personal jurisdiction is the state of Utah or the location where any arbitration may be commenced pursuant to this agreement.
- Any dispute between the parties as to the Contract, or directly or indirectly related to any products purchased from Unicity, or any other matter directly or indirectly related to the relationship between Unicity and the Distributor, or any of their shareholders, partners, trustors, trustees, beneficiaries, managers, members of other principals, or related to the manufacture, sale, or use of any of the products by Distributor any of its shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals shall be resolved as follows:
- The parties mutually agree that all disputes, claims, questions, or differences, to the extent the parties are unable to resolve amicably among themselves, shall be brought a retired judge (from either Utah, Nevada or California) and finally settled by arbitration administered in Salt Lake County or Utah County, Utah. The retired judge shall be selected from a panel available from JAMS/Endispute located from its Utah office, if any, and if none, from its Orange County, California office. The arbitration shall be conducted in accordance with JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases which can be found at <http://www.iamsadr.com/arbitration-discovrcvprotocols/> (Arbitration Rules). If the Arbitration Rules are inadequate on an issue, then Utah Code Title 78B Chapter 11 shall govern that issue. All costs of such arbitration shall be split equally between Unicity and Distributor (or other party). The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including any hearings, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.
- Notwithstanding this arbitration provision, nothing herein shall prevent Unicity from applying to and obtaining legal relief, including injunctive relief, from any court having jurisdiction. To the fullest extent permitted by law, the parties also agree that any disputes brought by either party will be arbitrated on an individual basis, and not on a class, collective, or representative basis. Accordingly, class, collective, and representative actions are not permitted under the Contract and are expressly waived. The arbitrator or arbitrators will not have the authority or jurisdiction to hear the arbitration on a class, collective, or representative action or to join or consolidate causes of action of different parties into one proceeding.
21. I agree that regardless of the form of claim, whether in tort, contract or other, Unicity, its subsidiaries, and affiliated companies and their officers, employees, and agents shall not be liable for any consequential, incidental, special or punitive damages, including lost profits or any claims against Unicity. No legal action may be brought by either party to this Independent Distributorship Agreement more than one year after the event giving rise to the cause of action has occurred.
  22. I certify the accuracy of all information provided by me in this Independent Distributorship Agreement and agree that the providing of false or misleading information authorizes Unicity, at its election, to declare this Independent Distributorship Agreement void from its inception.
  23. If I am an individual, I have provided Unicity with my correct Taxpayer Identification Number ("TIN"), being either my Social Security Number ("SSN") or, if I am a resident alien, my Individual Taxpayer Identification Number ("ITIN"). For a Distributorship that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, the Distributor has provided Unicity with its Federal Tax Identification Number. If I have provided Unicity with an incorrect taxpayer number, Unicity may withhold and pay to the IRS a percentage of the Distributor's income, pursuant to applicable IRS guidelines. By signing this Agreement, I certify that the TIN I have provided to Unicity is correct.
  25. This Agreement shall be binding upon the Distributor, and all employees, agents, officers, directors, shareholders, partners, representatives, trustors, beneficiaries, successors, and heirs of the Distributor.