



Distributorship Franchise Agreement

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

1201 North 800 East • Orem, UT 84097

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

Applicant Information

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

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

Co-Applicant/Spouse Name (Last, First, Middle Initial) (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

Area Code Fax Number

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

**For business entity only.

Sponsor Information

The Sponsor is the Franchise Owner who is the immediate upline of a Franchise Owner.

Franchise Owner ID Number Sponsor Name

Area Code Daytime Phone Number

Franchise License and Automatic Refill Payment Information

Please accept my payment of the \$40 Franchise License fee.

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

(Optional) 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)

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

Auto-Refill preferred monthly ship date (1-20) _____

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

By signing and submitting this form and payment of my Franchise License fee, I acknowledge that I am applying to become a Unicity Distributor, also referred to as a Franchise Owner. I consent to Unicity contacting me at the telephone numbers, fax number, 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 Franchise Agreement

Terms and Conditions

1. I am 18 years of age or older and legally competent to enter into a contract.
2. Upon acceptance of this Distributor Agreement by Unicity International, Inc. ("Unicity"), I will be an independent contractor and licensed distributor (hereinafter "Distributor") of Unicity, which gives me the right to sell Unicity products (the "Products") in accordance with the Unicity Compensation Plan (the "Compensation Plan"). This Distributor Agreement will be deemed accepted by Unicity in its sole discretion when it is entered into the Unicity database. Distributor Agreements submitted by telephone will be temporarily accepted; however, the original Distributor Agreement or a facsimile thereof must be received by Unicity within thirty (30) days for it to be considered for acceptance.
3. I have read the Compensation Plan as well as the Policies and Procedures for Unicity independent Distributors (the "Policies & Procedures"). I agree to abide by the terms and conditions of each of these documents, and I agree that the terms and conditions of the Compensation Plan and the Policies & Procedures, including revisions, supplements, and amendments thereto, be and are incorporated herein by this reference. This is an integrated Contract (the "Contract") that also includes the Compensation Plan and the Policies & Procedures. Other than these referenced documents, no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both Unicity and me. 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 my Distributorship or other disciplinary action, as deemed appropriate by Unicity. In the event of any inconsistency between the Policies & Procedures and any other publication of Unicity, including the Compensation Plan and these terms and conditions, the Policies & Procedures shall govern.
4. I understand that no product purchases are necessary to become a Distributor and the only payment required to become a Distributor is the Franchise License fee referenced on the front of this agreement and which authorizes me to act as a Distributor under the Contract and to receive all of the benefits of such Distributorship.
5. Automatic Refill Agreement. If I elect to participate in the Automatic Refill program, by entering into an Automatic Refill Agreement, I authorize Unicity to ship my order to me no later than the 20th of each month, after processing the payment method that I have indicated. Unicity is under no obligation to ship any products until full payment has been received. Shipment will take place approximately two days from payment confirmation. Any new Automatic Refill Agreement received will cause an order to be shipped within two days of receipt of said agreement. Each month thereafter, my Automatic Refill order will be sent. Each Automatic Refill order will be shipped within three to five days after the date of receipt or as specified in the order. Shipping and handling charges will be applied to each Automatic Refill order.
 - a. Automatic Refill. This program allows me to automatically receive my product order each month and guarantees that, as a Distributor in good standing, I will meet the PV qualification requirement to be eligible for Awards under the Compensation Plan in that month, if my Automatic Refill order is for at least the minimum qualifying amount required by the Compensation Plan.
 - b. Revision. I may revise my Automatic Refill Agreement according to the Policies & Procedures.
 - c. Cancellation. I may not cancel this Automatic Refill Agreement during the first 90-days hereof. Thereafter, I may cancel my Automatic Refill Agreement by submitting a new Automatic Refill Agreement and checking the box labeled "Stop Automatic Refill." The Customer Service Center must receive the cancellation notice no later than 10 business days prior to my next Automatic Refill shipment date. If the cancellation is received less than 10 business days prior to shipment, there will be no guarantee that the last order will not ship. I will not be allowed to return any Automatic Refill orders to Unicity if I remain a Distributor, unless I can provide evidence to show that the cancellation had been received more than 10 business days before the order as shipped, such as a fax transmittal sheet.
 - d. 70% Rule. When placing any product order, the Distributor certifies that the Distributor has sold or consumed a minimum of seventy percent (70%) of all previous orders (the "70% Rule").
6. This Distributor Agreement shall be valid for one (1) year from the date of acceptance and is subject to a required annual renewal. I acknowledge that this Distributor Agreement and the Distributorship created hereunder may be terminated by Unicity if the Distributor 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.
7. If I wish to terminate this Distributor Agreement, I will deliver to Unicity written notification of my intent to terminate. My voluntary termination will be effective as of the date such notice is received and accepted by Unicity.
8. As a Distributor, I am an independent contractor. I am not an employee, partner, agent, joint venturer, or legal representative of Unicity. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my business in any jurisdiction exercising authority over me, including but not limited to the duty to license my business and to collect and pay sales or use tax on sales and on products I consume (unless Unicity otherwise agrees to collect and remit such taxes). I will obey any and all federal or local laws, statutes, and regulations applicable to my business and me.
9. Although Unicity or any of its affiliated entities may assist me in becoming aware of applicable laws, rules, and requirements, the sole responsibility to lawfully conduct my 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 which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as an independent Distributor or Sponsor of Unicity arising out of any of my acts or omissions. I agree to indemnify and hold harmless Unicity and any of its affiliated organizations for any claim, action, or liability asserted arising out of my actions, omissions, or representations in sponsoring or conducting my independent Unicity business.
10. This Distributor Agreement allows me to recruit prospective Distributors of Unicity in the United States and its possessions and territories. I may sponsor Distributors in other countries pursuant to the conditions of the Unicity Ambassador Program, which is included in the Policies & Procedures.
11. I understand that only Distributors in good standing (as such status is determined by Unicity) may Sponsor new Distributors. Unicity, at its sole discretion, may reject this Distributor Agreement without disclosing any reason therefore. If this Distributor Agreement is not accepted or approved, I release Unicity and its officers, agents, advisors, and employees from all liability incurred by me or by any other person. I waive any Distributor claim(s) that might be asserted in my interest.
12. I understand that I am responsible for training and supporting any Distributors I Sponsor and/or recruit under the Compensation Plan. I will perform a bona fide supervisory, soliciting, distributive, and/or selling function in connection with the sale of Unicity products to the ultimate consumer. I also agree to train any Distributor whom I may Sponsor or recruit in the performance of these functions. I will maintain continuing communication with and supervision over my Unicity Distributor organization.
13. I understand and agree that any Awards I 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.
14. I agree that I may not alter, repack, relabel, or otherwise change any Unicity product, nor will I sell any such product under any name or label other than that authorized by Unicity. I further agree that I will refrain from producing, selling, and using (for the purpose of advertising, promoting, or describing Unicity's products) any compensation plan, program, writing, recording, or any other materials that have not been previously approved or provided by Unicity.
15. I understand and agree that I 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.
16. I agree not to use proprietary trade names, trademarks, or other property of Unicity without the prior written consent of Unicity.
17. I will make no claims of therapeutic or curative 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.
18. Unicity and its affiliated entities have proprietary rights to its 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 I do not personally Sponsor. I further agree that I 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 Distributor Lists upon request by Unicity or upon my termination.
19. In the event I choose to purchase Unicity Products on my credit card or banking debit card, my signature on this Distributor Agreement hereby constitutes my authorization to process any order I place to those accounts and to use this as my "signature on file."
20. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
21. This Contract shall be governed under the laws of the State of Utah. I agree that proper jurisdiction and venue shall be in the state and federal courts in Salt Lake County or Utah County, Utah. In the event of a dispute, the prevailing party shall be reimbursed attorney's fees and reasonable travel and accommodation costs by the other party.
22. 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 Distributor Agreement more than one year after the event giving rise to the cause of action has occurred.
23. I certify the accuracy of all information provided by me in this Distributor Agreement and agree that the providing of false or misleading information authorizes Unicity, at its election, to declare this Distributor Agreement void from its inception.