APPLICATION FRANCHISE PARTNER



UNITED KINGDOM | VALID AS OF JANUARY 2023

ALL PRICES INCL. VAT (20%), PLUS SHIPPING COSTS

CURRENCY: ENGLISH POUND

| Save up | to 15% wit | h Easyship. (Pa | articipation in the Loyalty Program/Easyship begins in the month following your enrollme | nt). | |
|---------|----------------|---------------------|---|---------------------------|---------------------------|
| (Please | specify the da | ny of the month, bu | Preferred Easyship Shipdate: D D M M M July at no later than the 20th of the month). If the date falls on a Saturday, Sunday or holiday, the order will be process. | sed on the next working o | tay.) |
| | | OR EASYSHIP | (ESH) from savings of up to 15% with Easyship. (Participation in the Loyalty Program / Easyship begins in the month after | r vour enrolment) | |
| SO SO | ESH | ITEM # | DESCRIPTION | PV | PP / FP |
| 1 | - | 29317 | Enrolment Fee | | incl. VAT 29.00 |
| STARTE | R OR EAS | YSHIP PACKS | – tailored | | |
| | | 34825 | Feel Great Lemon Ginger x10 Pack (EU) 10 x Unimate Lemon Ginger, 10 x Balance Cholesterol EU | 1000 | 1,290.00 |
| | | 34083 | Feel Great Lemon Pack X10 (EU) 10 x Unimate Lemon, 10 x Balance Cholesterol EU | 1000 | 1,290.00 |
| | | 32136 | Body & Digestive Essentials 1x Super Green+, 1x Matcha Energy, 1x LiFiber, 1x LC Snap Malt Protein bar | 116 | 168.00 |
| | | 34824 | Feel Great Lemon Ginger Pack (EU) 1x Unimate Lemon Ginger , 1x Balance Cholesterol EU | 100 | 150.00 |
| | | 34082 | Feel Great Lemon Pack (EU) 1 x Unimate Lemon, 1 x Balance Cholesterol EU | 100 | 150.00 |

| SO | ESH | ITEM # | DESCRIPTION | PV | PP / FP |
|-------|---------|--------|----------------|----|---------|
| FURTH | IER PRO | DUCTS | | | |
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| | | | | | |
| | | | | | |
| | | | Subtotal: | | |
| | | | Shipping cost: | | |
| | | | Total: | | |

PP / FP: Purchase Price for Franchise Partners PC: Preferred Customers SO: Single Order ESH: Easyship

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UNICITY EUROPE B.V.





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| 2. PERSONAL DETAILS | |
|--|--|
| APPLICANT INFORMATION | |
| | |
| | |
| Last Name, First Name | Date of Birth (DD/MM/YY) |
| | |
| Full Company Name (if applicable) For company applications, please state trade and VAT no. and enclose corresponding proof. | Last Name, First Name of Co-Applicant (Spouse / Managing Director etc.) |
| | |
| BILLING ADDRESS Street, Number | Postal Code, Place of Residence, Country |
| | , |
| DELIVERY ADDRESS (if different from Billing Address) Street, Number | Postal Code, Place of Residence, Country |
| | |
| Email | Telephone (with Country Code) |
| ENROLLER AND SPONSOR INFORMATION | |
| ENROLLER AND SPONSOR INFORMATION | |
| | |
| Last Name, First Name Enroller | Enroller ID |
| | |
| Last Name, First Name Sponsor (if different from Sponsor) | Sponsor ID |
| | |
| 3. PAYMENT METHOD | |
| ☐ CREDIT CARD ☐ VISA ☐ MASTERCARD | |
| | |
| Name of Cardholder (as Indicated on the Card) | Credit Card Number (16 Digits) valid until |
| value of Cardifolder (as illufcated on the Card) | Credit Card Number (10 Digits) |
| Cardholder Signature | Date |
| continued signature | 500 |
| DIRECT DEBIT AUTHORIZATION | |
| | |
| | |
| Account Holder Name | |
| | |
| SIC/SWIFT (8-digit International Bank Code) IBAN (22-digit International Acco | unt Number) |
| YES, the commission from my work as an independent sales partner is to | he transferred to the aforementioned bank account |
| | |
| authorize Unicity Europe B.V. to collect payments from my account by direct du Unicity Europe B.V. from my account. | ebit. At the same time I instruct my bank to redeem the direct debits drawn by |
| , | |
| | |
| Signature of Account Holder | Date |





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TRANSFER

I will transfer the total amount of this order to the Unicity account at J.P.Morgan, stating my full Name (first and last Name) and place of residence, as well as the customer/ID number, if available.

ACCOUNT INFORMATION: IBAN: GB22CHAS60924267100086 SWIFT: CHASGB2L ACCOUNT NO: 0067100086

4. SIGNATURE

APPLICANT DETAILS

Yes – I/we want to become an independent Franchise Partner (FP) of Unicity. I/we have read and understood the terms of the Franchise Partner contract, the company guidelines and the compensation plan of Unicity Europe B.V. for the UK. I/we hereby confirm at the same time, not to have been a Franchise Partner of Unicity in the six months prior to the application.

Signature of the Applicant(s)

Date

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APPLICATION FRANCHISE PARTNER

UNITED KINGDOM | VALID AS OF OCTOBER 2021



GENERAL TERMS AND CONDITIONS UNICITY GLOBAL MARKETS GMBH

1. OUR CONTRACT WITH YOU

- 1.1. You acknowledge and agree as follows:
- 1.1.1. that this agreement ("Agreement") is made between You (in Your capacity as an independent Franchise Partner ("FP" or "You") and Unicity Europe B.V (a company registered and trading in the Netherlands ("Unicity" or "Us");
- **1.1.2.** The terms set out in this Agreement are the terms and conditions on which Unicity will:
- **1.1.2.1.** authorize You to act as an FP on behalf of Unicity in relation to the introduction of customers to Unicity;
- $\textbf{1.1.2.2.} \ \text{supply Unicity's products ("Products") to customers introduced to Unicity by You; and \\$
- **1.1.2.3.** supply Products to You in Your capacity as a personal consumer of the Products.
- **1.1.3.** Before You sign this Agreement, please read this Agreement carefully and check that the details on the front of this Agreement are correct. If You think that there is a mistake, please contact Unicity to discuss.

2. YOUR STATUS AND CAPACITY:

- 2.1. You undertake as follows:
- **2.1.1** You are 18 years old and legally competent to enter into legally binding contracts;
- **2.1.2.** The address written by you on the front of this Agreement is your true address;
- **2.2.** If You are a company, You confirm and undertake that the company has passed all resolutions necessary to enter into this Agreement, and that the company and its directors have all the necessary power and legal competency to enter into legally binding contracts.
- 2.3. You acknowledge that You will at all times for the duration of this Agreement:
- **2.3.1.** act as an independent Franchise Partner, authorized to market (on Your own account) to customers the Products manufactured by Unicity; and
- **2.3.2.** introduce customers and/or other Franchise Partners to Unicity to enable such customers and/or Franchise Partners to purchase the Products from Unicity;

3. THIS AGREEMENT AND OTHER AGREEMENTS:

- **3.1.** This Agreement becomes binding on You and Us when:
- **3.1.1.** You sign and send to us the original copy of this Agreement or (if it is available) submit to Us the Agreement electronically via the Unicity website;
- $\textbf{3.1.2.} \ \ \textbf{You pay to us (in cleared funds into our bank account):} \\$
- **3.1.2.1.** The annual license fee of €25;
- **3.1.2.2.** The start up administrative fee of €10
- **3.1.2.3.** The sum of €25 for the UK starter kit (as such term is used by time to time).
- **3.1.3.** You send to us, and we have received from you, a copy of i) your passport and ii) a utility bill or other document as evidence of your home address
- **3.2.** By signing this agreement you acknowledge that you have read the Unicity document entitled "Policies & Procedures" ("Policies"), and agree to accept and abide by it's content (including but not limited to all policies, procedures, terms and conditions regulating Your business relationship with Unicity), save as amended by this Agreement.
- **3.3.** You agree to accept and abide by any written amendments, additions and/or addendums to the Policies published from time to time by Unicity.
- **3.4.** You undertake at all times to comply with the Policies and acknowledge that any breach by You of the Policies may result in the termination of this Agreement.
- 3.5. You acknowledge that You have read the Unicity award plan ("Plan") and undertake that You will accept any written amendments, addendums and/or additions to the Plan from time to time
- **3.6.** You acknowledge and agree that the Policies and the Plan shall form part of the contractual agreement between You and Unicity.
- 3.7. You understand and accept that any breach of this

Agreement, the Policies, the Plan and/or any other agreements or obligations that You have entered into with Unicity or an affiliated organisation, can lead to the termination of Your Agency or to other disciplinary and/or legal action.

4. DISTRIBUTORSHIP AND SPONSORING

- **4.1.** By entering into this Agreement You become an FP of Unicity. This agency constitutes the grant by us to You of a none exclusive right to market our Products and to introduce customers to us. You are responsible for the marketing of the Products to customers and the introduction of such customers to Unicity. In the marketing of the Products You act as a sales representative only, responsible for intermediating the sale of Products by Unicity directly to the customer.
- **4.2.** You acknowledge that You are only permitted to buy Products from Us with the sole intention that the Products purchased by You are for Your personal consumption. Unicity reserves the right absolutely at its discretion to determine what constitutes personal consumption. Unicity further retains the absolute right at it's discretion to refuse to supply Products to You for whatever reason (including but not limited to determination by Unicity that an order placed by You would result in excess Products being delivered to You which exceed what Unicity deem to be reasonably capable of personal consumption in any given month).
- **4.3.** You confirm that You are not authorize, to purchase Products with the intention of reselling the Products to customers, third parties and/ or other Franchise Partners of Unicity. You undertake not to retail the Products or place them on the market until such time as Unicity confirms that such Products are authorized for retail.
- **4.4.** In the event that You resell Products and such Products are not authorized (for whatever reason including but not limited to lack of registration) for resale in any country, then the placing of the Products on the market (including the unauthorized sale of such Products) is Your risk and You agree to fully and unconditionally indemnify Unicity against any claim, loss, demand, proceeding, action or damages arising out of the unauthorized sale of the Products. This indemnity shall be a continuing indemnity without limit in quantum or time, and shall endure after the termination of this Agreement for whatever reason.
- **4.5.** You acknowledge that in order to become a FP, You are not required to purchase any Products but You are required to purchase the "starter kit" as specified on the front of this Agreement. You acknowledge that You will not earn any commission on the purchase of the starter kit.
- **4.6.** As an authorized Franchise Partner, You are responsible for the marketing of the Products, and the recruitment of new FPs and their training in the Name of Unicity.
- 4.7. You understand and agree that at all times You are an independent contractor and therefore You are neither an employee, partner nor legal representative of Unicity. You agree that You are personally responsible for all matters relating to Your business including but not limited to all legal requirements regarding Your business; compliance with all national laws applicable to You and Your business; and payment by You of all taxes (including but not limited to corporate taxes, VAT and/or social security). You undertake to ensure that all taxes are paid and up to date. You undertake to fully and unconditionally indemnify Unicity against all claims, demands, actions, proceedings, damages, penalties or awards arising out of this Clause.
- **4.8.** You undertake that You are solely responsible for Your business activities and You accordingly agree that neither Unicity (or any of its associated companies) nor any of its employees shall be liable for any acts or omissions on Your account which results in a breach of any law or obligation (statutory or otherwise) howsoever arising.
- 4.9. You agree to indemnify Unicity (and any of its associated companies), its authorised representatives, employees, legal successors, Franchise Partners for any damages caused by any actions, omissions, claims, damages or demands arising out of Your business dealings (including but not limited to the marketing of the Products and/or the recruitment of new FPs).
- 4.10. You are authorized to recruit new FPs in accordance

with the provisions specified in the Policies, such recruitment to be known as "Sponsoring". You undertake to recruit new FPs only within the territory of Your home country (as outlined on the front of this Agreement) and You undertake not to recruit FPs in other countries save as otherwise authorized in the Policies or with the written authority of Unicity.

- **4.11.** Unicity can, at its discretion, either accept or decline applications by FPs whom You have Sponsored.
- **4.12.** You are responsible for the training and support of each FP You recruit or Sponsor. You will use Your best endeavors to provide the best possible support to such FPs in promoting the sales of Unicity products to end customers.

5. PRODUCTS AND ORDERS

- **5.1.** As an FP You are entitled to purchase Products for personal consumption only. You are not entitled to hold any Products for the purpose of retailing such products unless you are specifically notified in writing that such products are authorized for retail in the country in which you reside.
- **5.2.** Our website, catalogue and brochure are solely for the promotion of our Products in the Netherlands and the UK.
- **5.3.** If You order Products (Your "Order") from Us we shall assign an order number to the Order and inform You of it when we confirm the Order
- **5.4.** You may make a change to the Order for Products at any time 5 days before we dispatch the Products to You by contacting Us. Where this means a change in the total price of the Products, we will notify You of the amended price in writing. You can choose to cancel the Order.
- **5.5.** You understand and agree that Unicity is not obligated to dispatch Products to You until full payment has been made by You and is received by Unicity.
- **5.6.** Unless specified otherwise in writing, You will pay the delivery cost associated with each delivery of Product which You have ordered. The delivery cost must be paid at the same time as payment for the Products.
- **5.7.** If You choose to have Products shipped to You automatically (an "Easyship Agreement") then, subject to us being paid by You in cleared funds, then your must be received at the latest by the 10th of each month. If the Order is received by this date we will dispatch Your Products to You at the latest on the 20th of each month.
- **5.8.** You agree that each Easyship Agreement shall continue to apply each month, with Product being dispatched to You each month, until such time as You notify us in writing that You wish to cancel the Easyship Agreement.
- **5.9.** The terms of the Easyship Loyalty Points Program (as published from time to time on the Unicity website www. unicitylibrary.com) shall apply to this Agreement.
- 5.10. You agree that the first Easyship Agreement You enter into is binding for 90 days and You shall not have the right to cancel the Easyship Agree-ment during this 90 day period. After this period has ended, You understand that You can cancel Your Easyship Agreement in writing, by filling out an Easyship agreement form with the note "Cancel Easyship agreement" on the top of the page and sending it to Unicity. The cancellation form must be received by the Unicity customer service department within 10 working days before the next shipment date. Should the cancellation be received in less than 10 working days before the next shipment date, You understand that the Products will still be shipped and the Easyship agreement will not be cancelled until after this period.
- **5.11.** In respect of Products ordered by You for personal consumption, You acknowledge that You have already consumed at least 70% of all Product previously bought to You.

| Signature of the Applicant(s) |
|-------------------------------|
| |
| |
| Date |

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Subject to errors and changes.