



POLICIES & PROCEDURES



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The Policies and Procedures (the “Policies & Procedures”) are effective and binding upon Members of Unicity International Incorporation (which, together with its current parent company, subsidiaries, successors, and assigns, are collectively referred to herein as “Unicity”) as of January 1st, 2017. Members’ activities on and after January 1st, 2017, must be in accord with these Policies & Procedures. Unicity may amend the Contract, as defined below, at any time at its discretion, and such changes shall be effective and binding thirty (30) days after appearance on www.unicity.com or in an official Unicity publication or in reprints of the Policies & Procedures.

The Policies & Procedures govern the way a Unicity Member conducts business with Unicity, other Members, and Customers. The Unicity Award Plan (the “Award Plan”), the Membership Application/Agreement (the “Membership Agreement”) and these Policies & Procedures constitute a complete contract (the “Contract”) between, respectively, Members and Unicity. Any interpretation, clarification, exclusion or exception to this Contract, in order to be effective, must be in writing and signed by an authorized officer of Unicity. Where the context permits, the singular includes the plural and vice versa and one gender includes any gender. A Member’s continuation of a Membership or acceptance of Awards pursuant to the Award Plan or acceptance of any other benefits under the Contract constitutes acceptance of the Contract and any and all amendments thereto. This Contract supersedes all Contracts between the Members and Unicity, its subsidiaries, branches, shareholders, successors, assigns, and any other affiliated entity.

Unicity’s Code of Ethics

As a Member of Unicity,

I promise and agree that:

- I will be courteous, respectful, honest, and fair in all of my dealings while acting as a Unicity Member, I will perform my Membership Activities in a manner that will enhance the positive reputation of Unicity, and I will not do anything to damage that reputation, including making or encouraging negative and disparaging remarks about Unicity or its associates or Members.
- I will honour the terms of the Unicity Customer Product Satisfaction Guarantee with all of my Customers.
- I will fulfill my leadership responsibilities as a Membership Sponsor by performing reasonable efforts to train, assist, and otherwise support the Members in my Downline.
- I will respect the Membership Sponsor relationship of every Member in the Unicity family, and I will neither attempt to interfere with or change these relationships.
- I will follow the Contract to the best of my ability, making an effort to follow the spirit, as well as the letter, of the Contract.
- I will make no claim about any Product that is not contained in and supported by current official Unicity publications; neither will I misrepresent the income potential of the Unicity opportunity or Award Plan.
- I will not misrepresent the Products, the Award Plan or the Unicity opportunity; neither will I engage in any other fraudulent, deceptive or illegal practice.

SECTION 1

Definitions

A. Active Member

A Member in good standing who has accumulated a minimum of 100 Personal Volume (“PV”) in a Volume Month. A person must be an Active Member to be eligible to earn Awards in the Award Plan.

B. Award Plan

The Unicity Award Plan, and any change or amendment thereto, is an incentive program through which a Member may earn Awards pursuant to the rules of the Award Plan and may include other incentive programs or plans which are adopted from time to time in writing by Unicity.

C. Awards

Any gift, award, premium, benefit, payment or incentive given by Unicity to a Member pursuant to the Award Plan. Awards are based upon qualifications under the Award Plan. Most Awards take the form of Volume or Points assigned to an account in the name of a Member. Points may be converted to cash payments, sometimes called commissions, bonuses, credits or the like. Other Awards may include prizes, product, gifts, trips, incentives, and the like. Cash payment Awards that are not claimed within ninety (90) days are converted back into Points, which are placed on the Member’s account. Any unclaimed Awards or Points at the time of the termination of the Member’s Contract are forfeited. Payment of Awards is a conditional obligation upon the Member meeting all the requirements for redeeming such.

D. Downline Organization or Downline

A “Downline Organization” consists of all Distributors who are directly or indirectly sponsored and/or Enrolled by a Distributor or by Distributors in his or her Downline.

E. Enroller

The Member who recruits an individual may be recognized on the Membership Agreement as the Enroller. The Enroller may also be a Member Sponsor.

F. First Volume Month

The calendar month in which Unicity accepts a Member’s Membership Agreement.

G. Frontline

A Member who is immediately below the Sponsor in the Sponsor’s genealogy.

H. Genealogy

A list of Memberships that identify the lines of Sponsorship and provides Unicity confidential information to Members for the sole purpose of helping them build their Unicity Membership. A Genealogy is a Unicity List, see Section 3.H and contains proprietary information about Unicity’s business and may include information such as names, contact information etc.

I. Member

An independent contractor who has signed and completed the official Unicity Membership Agreement and whose Membership Agreement has been accepted by Unicity and whose relationship is not otherwise terminated. A Member is given the non-exclusive right to purchase and market and promote Unicity products (the “Products”) and the Unicity opportunity with the aim of recruiting prospective Unicity Members and Customers in accordance with the Award Plan and under the terms and conditions of the Contract (the “Membership Activities”). A Member may be referred to by the name of the Rank that the Member has achieved in the Award Plan, such as Associate, Junior Manager, Manager, Senior Manager, Director, Senior Director, Presidential Sapphire, Presidential Ruby, Presidential Diamond, Double Diamond,

Triple Diamond or Crown Diamond. Retail Customers are not Members. Any person who has obtained a Membership through any authorized means, or has acted or represented themselves to be a Member or beneficiary of a Membership and thereby obtained any beneficial interest or presumption of a beneficial interest in a Unicity Membership is a Member and is bound by the duties and obligations of the Contract.

J. Membership

The non-exclusive right granted to a Member to conduct the Membership Activities.

K. Membership Agreement

The legally binding agreement between the Member and Unicity that is part of the Contract. The Membership Agreement is to be completed by the person or entity applying to become a Member and Membership Agreement is subject to acceptance or rejection by Unicity. The terms and conditions found online and on the reverse side of the Membership Agreement are attached hereto as Appendix A and are incorporated herein by this reference.

L. Membership Sponsor

The first Upline position to a Member. To “Sponsor” is to be recognized on the Membership Agreement as the Sponsor and/or to have the Member placed on the Sponsor’s Frontline.

M. Personal Volume (PV)

The Volume or Points accumulated from the Member’s Product purchases and product purchases made by his or her referred Customer(s) through Unicity during a Volume Month.

N. Points

The value or Volume assigned to a Product. A Membership accrues Points upon the purchase of Product by the Member or by the Downline pursuant to the Award Plan. Points or Volume have no monetary value unless properly redeemed.

O. Qualify

To meet the requirements to achieve a given Rank, benefit or Award under the Award Plan in a Volume Month while the Membership is in good standing.

P. Rank

A qualification title in the Award Plan used to describe the level of recognition or Awards that a Membership has earned. The Ranks include: Associate, Junior Manager, Manager, Senior Manager, Director, Senior Director, Presidential Sapphire, Presidential Ruby and Presidential Diamond.

Q. Retail Customer

An end consumer who purchases Products from a Member either directly or through Unicity. Members are not Retail Customers and may not order products as if they were such. Retail Customers do not participate in the Award Plan, although the Volume generated from the products they purchase counts toward the PV of the Member who sold them the Products.

R. Retail Price

Suggested price for retail sales.

S. Upline

A Member’s Sponsor and successive Sponsors of each Upline or a Member’s Enroller and successive Enrollers of each Upline.

T. Volume

The value or Points assigned to a Product. A Membership accrues Volume upon the purchase of product by the Member or by the Downline pursuant to the Award Plan. Volume or Points have no monetary value unless properly redeemed.

U. Volume Month

The period of time used to calculate Awards and Ranks under the Award Plan.

- attorney's fees, payment of costs of travel, payment of expert cost or the like);
- e) Disclosing in any manner any information that is confidential, proprietary or otherwise to a third party or its agents; and
- f) Entering into an agreement or understanding whereby a Member shares in any fashion with a third party in the success of any other Membership without the written consent of Unicity.

SECTION 2

The Member Application Process

A. Application

A person may become a Unicity Member by paying the membership fee and by doing any of the following: (i) completing, signing, and returning an original Membership Agreement to Unicity; (ii) signing and faxing a completed Membership Agreement to Unicity; (iii) signing up with Unicity over the telephone, followed by the submission of a duly completed and signed original Membership Agreement to Unicity within thirty (30) days thereof; or (iv) submitting an online Membership Agreement through www.unicity.com. No Product purchase is required to become a Unicity Member. The Membership Agreement becomes binding upon Unicity when the Membership Agreement is entered into the Unicity database as a Membership in good standing. Unicity reserves the right, at its sole discretion, to reject any Membership Agreement. Unicity will not accept inaccurate or false information on a Membership Agreement. Incomplete, inaccurate or unlawful Membership Agreements are voidable by Unicity. A Member is responsible for informing Unicity of any changes affecting the accuracy of the Membership Agreement.

B. Territory

Acceptance by Unicity of the Membership Agreement authorizes the Member to conduct Membership Activities only in the country of their legal residence ("Home Country"). If a Member desires to conduct Unicity business outside of their Home Country, the Member may do so only pursuant to International Sponsoring as outlined in Section 4:F of these Policies & Procedures.

C. Member ID Number

Every Member must have a unique numerical identification number ("ID Number"). Unicity will assign the ID Number to Members.

D. Beneficial Interests

A person may not have or hold a legal or beneficial interest in more than one Membership without the written consent of Unicity. This includes being listed as an owner, partner or participant in any partnership, corporation, trust, and other entity that may be a Member. With respect to this provision, the following shall apply:

- 1) Without limitation, a Member's spouse and/or household members (those persons domiciled with the Member) are deemed to have a beneficial interest in the Member's Membership; and
- 2) A husband and wife may hold separate Memberships only where one is the Membership sponsor of the other. Each Member is wholly responsible for meeting the Memberships: (i) Volume requirements; (ii) Rank; (iii) any other program qualifications or requirements to be eligible to earn Awards in the Award Plan.

If a member of a Member's household engages in any act or activity that would violate the Contract if performed by the Member, such act or activities may be imputed to the Member. Such act or activities include but are not limited to:

- a) Advancing funds or costs to a third party to acquire an interest in a Membership;
- b) Making a loan to a third party to acquire an interest in a Membership;
- c) Having a close familial relationship to a third party who acquires an interest in a Membership without disclosing the relationship to Unicity;
- d) Financially supporting in any way, a third party in litigation or actions against Unicity (including payment of

E. Corporations

Unicity may at its discretion allow a corporation to hold a Membership. Applications submitted by corporations must be signed by a duly authorized officer and contain the name of the corporation along with the names of the principal corporate officers, directors, and shareholders and be accompanied by the corresponding Membership Agreement Supplement. Furthermore, the corporation shall warrant that it is in good standing and that neither the corporation nor any of its shareholders acts on behalf of or holds a beneficial interest in any other Unicity Membership. Unicity may require a copy of the Articles of Incorporation, a certificate of good standing or such other information about the corporation as is necessary to protect the interests of Unicity. Any transfer of ownership interest in the corporation is subject to the transfer rules in Section L. The corporate Membership that transfers fifty-percent (50%) or more of its ownership without obtaining the consent of Unicity in accordance with Section L may be terminated at the discretion of Unicity.

F. Partnerships

Unicity may at its discretion allow a partnership to hold a Membership. Applications submitted by partnerships must be signed by a duly authorized partner and contain the name of the partnership along with the names of the partners and be accompanied by the corresponding Membership Agreement Supplement. Furthermore, the partnership shall warrant that neither the partnership nor any of its partners acts on behalf of or holds a beneficial interest in any other Unicity Membership. Unicity may require a copy of the partnership agreement or such other information about the partnership that is necessary to protect the interests of Unicity. Any transfer of ownership interest in the partnership is subject to the transfer rules in Section L. The partnership Membership that transfers fifty-percent (50%) or more of its ownership without obtaining the consent of Unicity in accordance with Section L may be terminated at the discretion of Unicity.

G. Sole Proprietorships

Memberships held by sole proprietorships shall provide Unicity with a statement of ownership and/or any other necessary documentation, including the corresponding Membership Agreement Supplement. Any transfer of ownership interest in the sole proprietorship Membership is subject to the transfer rules in Section L. The sole proprietorship Membership that transfers fifty-percent (50%) or more of its ownership without obtaining the consent of Unicity in accordance with Section L may be terminated at the discretion of Unicity.

H. Other Entities

Memberships held by limited liability companies, limited liability partnerships, other organizations and unincorporated associations shall provide Unicity with a statement of ownership or other necessary documentation including the corresponding Membership Agreement Supplement. Any transfer of ownership interest in a Membership is subject to the transfer rules in Section L. The limited liability company, limited liability partnership, other organization and unincorporated association Membership that transfers fifty-percent (50%) or more of its ownership without obtaining the consent of Unicity in accordance with Section L may be terminated at the discretion of Unicity.

I. Marriage of Existing Members

If two existing Members marry, they may maintain their separate, independent Memberships. However, after marriage the rights of married Members to make account or Sponsor changes may be limited at Unicity's discretion.

J. Member Divorce or Business Association Dissolutions

If married Members or Memberships held by corporations, partnerships, trusts, limited liability companies, limited liability partnerships, other organizations and unincorporated associations or other entities or the like (hereinafter "Business Associations") elect to dissolve the marriage or Business Association, Unicity will continue to treat the Membership pursuant to the Membership Agreement until such time as Unicity receives satisfactory written notice from all parties

or a certified court order directing otherwise. The written notice will be subject to Unicity approval. Divorced Members or dissolved Business Associations shall submit to Unicity a certified copy of any legal judgment, decree or agreement specifying how future Awards should be issued. Any transfer of ownership interest in a Membership is subject to the transfer rules in Section L. Any Membership that transfers of fifty-percent (50%) or more of its ownership without the consent of Unicity in accordance with Section L may be terminated at the discretion of Unicity.

K. Member Death

In the event of a Member's death, Unicity shall allow the Distributorship license of the deceased Distributor to transfer to an immediate family member (the "heir") regardless of whether the heir already holds a separate Distributorship and provided the following: (i) both the Distributorship of the heir and the Distributorship being inherited are in good standing; (ii) the heir maintains the Distributorship(s) in good standing after the inheritance; and (iii) the heir is in full compliance with the Contract. Each such Distributorship must separately Qualify in accordance with the Award Plan in order to be eligible for Awards and recognition.

In order to transfer a Distributorship after the death of a Distributor, the authorized representative of the estate must provide satisfactory proof of the death to Unicity which may include a certified death certificate, court order or any other documents Unicity deems necessary, and an amended Membership Agreement in the name of the Distributor receiving the Distributorship must be submitted. Any such assignment or transfer must take place before the annual renewal date of the Distributorship. In the case of intestacy, Unicity will deem the Distributorship non-transferable if Unicity is not contacted by an authorized representative of the estate within six (6) months of the Distributor's death.

L. Membership Transfers

Unicity discourages the transfer of a Membership or an interest in a Membership. However, to convey, assign or otherwise transfer a Membership or any interest therein, a Member must follow the Unicity procedures for doing so. Transfers must be approved by Unicity as outlined below:

- 1) The transfer of a Membership or an interest therein is subject to the approval of Unicity and a right of first offer of Unicity, followed by a right of first offer of the transferring Member's then-first Upline Sponsor who is in good standing and is qualified to earn Awards.
 - a) A Unicity Member who receives a Bona Fide Third Party Offer (as hereinafter defined) to purchase a Membership (or a fifty-percent [50%] or more interest of a Business Association holding a Membership) shall first offer to sell such Membership (or interest) to Unicity on the same terms and conditions contained in the Bona Fide Third Party Offer. Either the transferring Member or the proposed buyer shall deliver the Bona Fide Third Party Offer in writing to Unicity and Unicity shall have ten (10) business days after its receipt or final court order in which to accept the offer. A "Bona Fide Third Party Offer" is an arm's length written offer or a final non-appealable court order (a copy of which has been served on Unicity's counsel) to purchase the Membership or any interest therein by an individual or entity that is not a Unicity Member, which Unicity, at its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include but is not limited to cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Membership.
 - b) If Unicity fails to exercise its right of first offer within the ten (10) day time period, the Member requesting a transfer shall offer to sell the Membership or any interest therein to the then-first Upline Sponsor on the same terms and conditions as those contained in the Bona Fide Third Party Offer. Unicity shall convey the Bona Fide Third Party Offer by providing written notice of the same to the then-first Upline Sponsor. The then-first Upline Sponsor shall have ten (10) business days in which to accept or reject such offer. If the then-first Upline Sponsor accepts the offer, he or she must provide written notice to Unicity upon acceptance.
 - c) If the then-first Upline Sponsor fails to exercise his or her right of first offer within the time allotted, the Member requesting a transfer may transfer the Membership or any interest therein to the third party according to the same terms and conditions contained in the Bona Fide Third Party Offer, provided that the transferring Member complies with all other transferring procedures contained in this section and as may be established from time to time by Unicity.
 - d) The right of first offer shall apply to each new Bona Fide Third Party Offer received by the transferring Member.

- e) Should the transferring Member sell the Membership to the first Upline Sponsor, the Membership will be merged into the Sponsor's existing Membership in accordance with Unicity's Membership transfer procedures.
 - f) The right of first offer procedures herein do not apply to the transfer of a Membership or any interest herein, as described on the following page:
 - i) A transfer between husband and wife wherein the transferring spouse continues to hold a beneficial interest; or
 - ii) An authorized transfer from an individual Member to a Business Association, so long as his/her spouse owns all interest in the Business Association.
 - g) A transfer of any interest requires the prior written approval of Unicity and the submission of an amended Membership Agreement and supporting documentation.
- 2) Unicity reserves the right at its sole discretion to reject any transferee or buyer in the same manner in which it could reject any submitted Membership Agreement.
 - 3) When a transfer of a Membership or any interest therein is allowed, Unicity may require any or all of the following, together with any other documents or information Unicity may request:
 - a) A newly signed Membership Agreement from the receiving Member with payment of the appropriate application fee and a written statement explaining the reason(s) for the transfer.
 - b) A copy of the Sales Agreement. The Sales Agreement must be executed by the transferring Member and a notarized copy must be submitted to Unicity. The Sales Agreement must include the following:
 - i) A covenant from the transferring Member promising that he or she will not raid, cross-sponsor or recruit any of the Membership's Downline into any other direct selling, multilevel or network marketing organization; and
 - ii) A liquidated damages provision requiring the transferring Member to pay the receiving Member the sum of \$10,000.00 for each instance in which the transferring Member violates or attempts to violate the covenant against raiding, cross-sponsoring or recruiting the Downline.
 - c) A termination notification from the transferring Member.
 - d) A transaction fee of \$100.00.
 - 4) Any Member desiring to acquire an interest in another Member's business must first terminate his or her existing Membership and wait six (6) months before becoming eligible to purchase another Membership (unless such grace period is waived by Unicity). After six (6) months, the individual may reapply for a Unicity Membership by submitting a new Membership Agreement.
 - 5) A transferred or purchased Membership may immediately Qualify for Awards by meeting the requirements as outlined in Unicity's Award Plan. However, the acquired volume from a transferred or purchased Membership will not count toward qualifications for the Chairman's Club Bonuses, which include Double Diamond, Triple Diamond and Crown Diamond Bonus Awards. The Membership may still Qualify for the Chairman's Club Bonuses upon terms agreed upon by Unicity and only at Unicity's discretion.

M. Account Changes to Memberships

Account changes or corrections to the Membership Agreement may be accomplished by submitting a new Membership Agreement form with the word "Amendment" written at the top to the Unicity Distributor Compliance Department. All amended forms must be completed in their entirety and signed by all parties of the Membership. Name changes require appropriate legal proof of the change.

N. Home Country Change

A Member may request to have their Home Country changed to any country Unicity is officially opened in. A Home Country change may be accomplished by submitting a completed Home Country Change Form and Membership Application/Agreement for the new Home Country. Purchase of the new Home Country's Membership kit is required unless prohibited by law. A Member must ensure that they meet all government laws and regulations to act as a Unicity Member of that country.

O. Legal Age

Member applicants must be at least 21 years of age at the time of application.

P. Travel/Event Disclaimer

Unicity shall in no circumstances whatsoever be liable to any individual, person or company (“Participant”) participating in any reward trip, tour and/or any other activity for any injury, sickness, death, accident, loss, delay, discomfort, damage, increased expenses, and/or expenses of any kind due to sickness, accidents, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws and/or other such causes or any misadventure however and whosoever caused. The Participant participating in this reward trip, tour and/or any other activity are solely responsible for purchasing a travel insurance policy to cover the aforementioned events.

Participants voluntarily assume all risk and dangers incidental to any activity or event and waive all claims against Unicity, the event sponsor or owner of the facility whether or not such claims arise from the negligence of any of the said parties. Participation is subject to compliance with the Unicity Contract and all laws and facility rules. Failure to comply with the Unicity Contract, laws or facility rules may result in refusal of participation. NO REFUNDS and NO EXCHANGES will be honoured.

SECTION 3

Membership Responsibilities

A. General

Unicity honours all applicable laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name, regulations, and culture governing good business practices as well as any rules applicable in such country. Unicity expects and insists that its Members adhere to these same ethical business practices. A Member agrees to comply with the Unicity Code of Ethics, the Policies & Procedures, the Membership Agreement, the Award Plan, all contractual obligations, and applicable laws in such country and regulations. Unicity will not tolerate unethical Member activity and may intercede when unethical behaviour is discovered or reported. Unicity reserves the right to use its judgment and discretion in determining whether Member activities are unethical. Any breach or violation of the Contract may be deemed unethical and grounds for disciplinary action, including termination and/or legal action. Any action that may cause Unicity or its Members the loss of good reputation or that is detrimental to the Unicity business will be considered an unethical business practice and may be grounds for disciplinary action. Examples of unethical behaviours include but are not limited to the following:

- 1) Causing Unicity product(s), either directly or indirectly, to be sold in retail establishments or online auction or mass marketing commercial sites;
- 2) Cross-sponsoring;
- 3) Downline Raiding;
- 4) Writing checks on insufficient funds while conducting Membership Activities;
- 5) Placing orders on another Member’s account;
- 6) Using another person’s credit card in any unauthorized manner whatsoever;
- 7) Initiating credit-card chargebacks;
- 8) Misrepresenting the Products or Award Plan;
- 9) Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity;
- 10) Using advertising material without required prior approval;
- 11) Using Unicity’s name(s), trademark(s) or logo(s) in any unauthorized manner whatsoever;
- 12) Using any third party name or logo (including but not limited to the unauthorized use of the names or trademarks of Royal Numico, Rexall, and Enrich) in any unauthorized manner whatsoever; and
- 13) Otherwise manipulating the Award Plan by among other things, violating the 70% Rule, holding an unauthorized beneficial interest in another Membership, acquiring or transferring an interest in another Membership or any other violation of the Contract.

B. Independent Contractor Status

A Member is an independent contractor and is not an agent, distributor, employee, franchisee, partner or party in a joint venture with Unicity; a Member may not represent that such an arrangement exists. A Member is responsible for the Member’s own decisions and expenditures and for satisfying all laws and regulations of the country where Unicity is legally operational under the name of Unicity or any affiliated company name applicable in the Home Country of

the Member. Since Unicity Members are independent contractors, Members are not eligible to claim unemployment compensation or other benefits as a result of having been a Unicity Member.

C. Unfair Competition and “Cross-Sponsoring”

A Member may not Sponsor or solicit or attempt to Sponsor or solicit another Unicity Member into any other network-marketing and/or direct-selling company, with the exception of those individuals the Member has personally Sponsored and who are positioned on the Member’s Frontline in the Member’s Downline. Furthermore, a Member may not solicit the participation of any Unicity Member, not on the Member’s Frontline, to purchase any non-Unicity product or to participate in any other direct-sales, network-marketing or multilevel-marketing company or opportunity through direct solicitation by telephone, mail, in person or any other means of communication without the express written consent of Unicity. Also, a Member may not engage in indiscriminate advertising that solicits purchasing of non-Unicity products or that promotes participation in another network-marketing and/or direct-selling company without the written consent of Unicity. Unless otherwise stated herein, any consent granted from Unicity may be revoked upon proper notice at the discretion of Unicity. The foregoing prohibited activities constitute unfair competition with Unicity and are also known as “Cross-Sponsoring.” Cross-Sponsoring may be grounds for termination.

D. Membership Renewal

To be in good standing, a Member must renew the Membership Agreement and status annually. Unicity at its sole discretion may reject any application for renewal. Annual renewal includes paying an annual Membership renewal fee, remaining in good standing, and, when requested, completing and submitting a renewal form. Payment of the renewal fee is due on the anniversary of the day the Membership Agreement was entered into the Unicity computer database. Responsibility for renewal rests on each Member. Ordering product, sponsoring other Members, accepting Awards or other verbal or written authorization shall constitute action on the part of a Member that Unicity may accept as intent and agreement to the existing Contract to renew and shall constitute authorization by the Member to debit the Member’s account in the amount of the renewal fee. At the election of Unicity, a Member who does not renew his or her Membership Agreement within thirty (30) days following the anniversary of the day the Membership Agreement was entered into the Unicity computer database may be terminated without notice by Unicity. If a Membership is terminated by failing to renew or by voluntary resignation, a Membership may not be reinstated or regain its Rank or Downline organization existing at the time of termination without the express written consent of Unicity and may not reapply for a new Membership for six (6) months.

E. Reporting Unethical Behaviour

A Member who has a specific complaint about another Member or is aware of any violation of these Policies & Procedures by another Member should direct such complaint together with supporting evidence in writing to the Unicity Distributor Compliance Department by e-mail at info.mena@unicity.com.

F. Consent

Unicity may contact a Member by telephone number, fax number or e-mail address concerning his or her Membership and Membership Activities. A Member hereby consents to Unicity’s use of the Member’s image and for Unicity to contact the Member. A Member may withdraw such consent by notifying Unicity in writing.

A Member’s image may include but is not limited to the Member’s name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography, and any film footage, videotapes, audiotapes, recordings, articles, and interviews of the Member, in any form and medium whatsoever, when created in connection with any Unicity products or opportunity or any events, promotions, and conventions to advertise, promote, and publicize Unicity products or the Unicity opportunity. Once a Distributor image is used, Unicity may continue to use such image even if the Distributor ceases to be associated with Unicity.

G. Policy Enforcement

Each Membership Agreement is a separate and enforceable contract between the Member and Unicity. Either party may waive the performance obligations of the other or any provisions of the Contract. Unicity is not bound to treat all Members equally and may waive certain provisions as to one Member versus another. Unicity reserves the right to

make exception to or waive any policy or provision of the Contract with respect to any Member. The failure of Unicity to enforce any provision(s) of the Contract with one Member does not waive the right of Unicity to enforce any such provision(s) with that same Member or any other Member.

H. Unicity Lists

Unicity desires to protect itself and its Members from inappropriate and unfair competition. Lists of Unicity Members, activity reports, Genealogy reports, Customer reports, and other information about Members (hereinafter “Lists”), whether partial or complete, provided by or originating from Unicity or any Member, may not be published, disseminated or reproduced in any form or way or in any part by a Member. The Lists are the confidential and proprietary property of Unicity regardless of whether such Lists are marked confidential or proprietary. Unicity currently maintains and has derived, compiled, and configured Lists through the expenditure of considerable time, effort, and monetary resources. Lists, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Unicity which Unicity Members shall hold confidential. Without Unicity’s prior written consent, such Lists shall not be disclosed by Members to any third party or used for purposes other than in the performance of their obligations under the Contract and for the benefit of Unicity.

- 1) Unicity may provide uniquely tailored portions of Lists to Members for a fee. Each portion of the provided Lists contains information specific to the Member who requests the List and to the Member’s Downline Organization. Lists may be provided by various media, including but not limited to mail order, fax, and www.unicity.com. Unicity may at its sole discretion refuse to provide Lists to any Member.
- 2) A Genealogy is a part of the Member Lists and is the confidential information and trade secret of Unicity.
- 3) Lists are provided for the exclusive and limited use of the Member to facilitate the training, support, and service of the Member’s Downline and to further the Member’s Membership Activities only. Each Member agrees that the use of Unicity Lists within the intended scope constitutes a separate, exclusive license agreement between the Member and Unicity.
- 4) Lists remain, at all times, the confidential and exclusive property of Unicity and must be returned to Unicity after use or upon request by Unicity. The publication of Member or Customer names or a portion of the List by Unicity does not authorize a Member to publish such information again. A Member requesting a List agrees to the following:
 - a) To limit the use of a List to the intended scope of the List and to exclusively advance a Member’s Membership Activities;
 - b) To hold confidential and not disclose any List or portion thereof to any third party, including, but not limited to, existing Members, competitors, and the general public. Any unauthorized use or disclosure of Lists constitutes misuse, misappropriation, and a violation of the Membership Agreement and may cause irreparable harm;
 - c) That upon any violation under this section, the Member will stipulate to injunctive relief, enjoining such use under applicable laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name, and retrieve and return to Unicity all existing Lists previously provided to the Member;
 - d) That intended or unintended misuse of a List may be cause for termination of a Membership, whether or not such misuse causes irreparable harm to Unicity or one of its Members; and
 - e) That the obligations under this section will survive the termination of the Membership Agreement and the Contract.
- 5) Unicity reserves the right to pursue all appropriate remedies under applicable laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name to protect its rights to the Lists as proprietary and trade secrets of Unicity; any failure to pursue such remedies will not constitute a waiver of those rights.

I. Gifts to Unicity Employees

Unicity employees may not accept any favors, cash or the like from a Member. Furthermore, a Member may not enter into a business relationship of any form with any Unicity employee, affiliate or vendor without the express written

consent of Unicity’s President and General Counsel. Unicity employees appreciate the kindness of Members and may accept small tokens or gifts of appreciation (not to exceed thirty dollars [\$30.00] in value annually) upon notifying and receiving approval from their department head.

SECTION 4

Sponsoring

A. Membership Sponsoring

Membership Sponsoring is an important part of being a Unicity Member and carries with it many benefits and responsibilities. A Member may act as the Membership Sponsor for a Member applicant so long as the Membership Sponsor is in good standing with Unicity. Consideration for assuming the obligations set forth in this section on Sponsoring shall be the Awards from the Award Plan. If more than one Member claims Sponsorship of the same person, Unicity will at its sole discretion determine the Sponsor.

B. Prospective Member Information

A Membership Sponsor must clearly state in all presentations to prospective Members that no product purchase is required to become a Member and that there is no compensation or Awards granted to any Member solely for sponsoring new Members.

C. Duties of a Membership Sponsor

A Membership Sponsor has various duties and responsibilities toward his or her Downline which include the following:

- 1) To offer reasonable support, information, and assistance as well as bona fide supervisory, marketing, selling, and training support;
- 2) To reasonably ensure that all Downline Members understand and comply with the most current terms and conditions of the Membership Agreement, the Policies & Procedures, and the Award Plan; and
- 3) To reasonably attempt to resolve disputes arising between persons related to his or her Downline, including referred Retail Customers, and any Downline Members, promptly and amicably, without discussing negative information with other Downline Members or any other persons.

D. Change of Sponsorship

Unicity strongly discourages changes of Membership Sponsorship. A Member may not attempt to persuade other Members to change Membership Sponsors. This is known as “Downline Raiding,” and a Member who engages in Downline Raiding may be subject to disciplinary action by Unicity, including termination of the Membership Agreement.

Unless otherwise approved by Unicity in writing, a Member wishing to change his or her Membership Sponsor must resign and may not reapply for a new Membership for six (6) months, at which time the Member may sign up under another Sponsor. Unicity may, at its discretion, allow a Member to change Sponsors.

- 1) The Member desiring the change may be required to submit the following items to the Distributor Compliance Department:
 - a) If the requesting Member’s Rank is below Manager and the Member has never achieved the Rank of Manager or higher, a Membership Sponsor Change request that includes the signature of the first three (3) Active Members in good standing that are in the Upline of the requesting Member; or from any Member adversely affected by the move
 - b) If the requesting Member’s Rank is Manager or higher or the Member has previously achieved the Rank of

Manager or higher, a Membership Sponsor Change request that includes the signature of the first eight (8) Active Members in good standing that are in the Upline of the requesting Member; or from any Member adversely affected by the move

- c) An acceptance letter from the prospective Sponsor;
 - d) An amended Membership Agreement with the new Membership Sponsor information listed; and
 - e) The payment of the required \$100.00 fee.
- 2) If the Member is seeking to move Up line, regardless of his or her current or previous Rank, he or she must also obtain approval from the affected Up line.
 - 3) Under all but exceptional circumstances and only at Unicity’s discretion, a Member’s Downline organization may not move with a Member in the Sponsor change process.
 - 4) Under exceptional circumstances Unicity may approve an Organization to be positioned elsewhere in the Unicity Genealogy. The Membership and subsequent Upline, under which the Organization is placed, may immediately Qualify for Awards by meeting the requirements as outlined in the Award Plan. However, the acquired volume from this Organization in the Membership and its Upline will not count toward qualification for the Chairman’s Club Bonuses, which include Double Diamond, Triple Diamond and Crown Diamond Bonus Awards. The Membership and subsequent Upline may still qualify for the Chairman’s Club Bonuses upon terms agreed upon by Unicity and only at Unicity’s discretion.

E. Sponsoring Unicity Employees

The responsibility of Unicity employees is to reasonably support and assist Members. To avoid conflicts of interest, and to further a Member’s respect of the confidentiality and neutrality of Unicity employees, a Member shall not solicit or Sponsor employees of Unicity or members of the employee’s household to be Unicity Members. During the term of employment, no Unicity corporate officer, director, employee, product supplier, agent, representative or consultant or household member of such employee is allowed to be a Member or build a Downline within Unicity or any other network-marketing or direct-selling company without the written consent of Unicity’s President and Unicity’s General Counsel. For the purposes of this paragraph, “Household” includes any person currently domiciled in the same home as an officer, director, employee, product supplier, agent, representative or consultant.

F. International Sponsoring

Unicity allows Members the unique opportunity to Membership Sponsor other Members in approved countries. Members may sponsor only to countries that are officially “Opened” by Unicity. A country is Opened when Unicity publishes notice of such opening in an official Unicity publication from the corporate headquarters of Unicity in the United States or on www.unicity.net. No pre-marketing activity is allowed in any country that Unicity has not yet formally Opened. Violation of this rule is grounds for termination of the Membership by Unicity. In addition, such Member shall compensate Unicity for any loss suffered, including, but not limited to, loss of profit, loss of good will, damages, and reasonable attorney’s fees.

a). Policies- The following policies have been established to protect Unicity and its Members. The violation of these policies may lead to not only Unicity disciplinary action but also to governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations or even imprisonment. Members must comply with the following policies:

- 1) Members may not engage in blind prospecting without prior written approval from Unicity. Many countries have strict laws that forbid solicitations. Also many local laws forbid advertising for leads.
- 2) Members may not import or export any Unicity products into a market in which the product is not approved. Even through Unicity products with the same name may be offered by Unicity in two different countries, the products themselves may be different.
- 3) Members may not use Unicity literature or promotional statements from one country in any other country.
- 4) Members may not send any unauthorized Unicity products to any country.
- 5) Members may not misrepresent Unicity products or the Unicity opportunity in the foreign country.

- 6) Members may not make claims or guarantees of specific earnings potential.
- 7) Members may not make therapeutic or medicinal claims about the Unicity products.
- 8) Members must comply with the Unicity Policies & Procedures of both the Home and Foreign Market Country.
 - b). Award Plan- Awards or earnings are based on the rules of the Award Plan for the Foreign Market Country. Members are paid from the Members Home Country in the Home Country currency. Members are not paid any Awards under the Award Plan of the Foreign Market Country. Members are only paid on foreign PV as long as they maintain the Rank of Manager or above. Members may be subject to income-tax withholding requirements in the Foreign Market. When applicable, withholdings will be deducted from the Members Awards. All other rules related to Awards apply to Member Awards.
 - c). Downline Lists-An Member may obtain the Member's Downline List in a Foreign Market Country online or by contacting the Member Relations or Customer Service Department in the Members Home Country's office.

SECTION 5

Ordering Products and Sales Materials

A. Ordering, Receiving, and Payment Guidelines

- 1) A Member may order Products by placing an order with Unicity and making proper payment. Funds must be available at the time of ordering. Orders may be held until the availability of funds is verified. The PV for any order will be credited to the Volume Month in which funds are received.
- 2) Orders will be shipped within ten (10) working days after funds are received. If Unicity is temporarily out of stock on ordered merchandise, a Member will receive a back-order notice with the shipment. Shipments will be complete and in marketable condition at the time they leave the Unicity distribution center.
- 3) Upon receipt of an order, Members should immediately inspect the order to determine whether it is complete and undamaged.
 - a) If an order is incomplete, the Member should immediately call the Unicity Customer Service Department;
 - b) If an order is damaged upon receipt, Members should file a claim with the carrier for goods damaged in transit.
- 4) Before assuming a shipment is lost or missing, a Member should wait at least fifteen (15) working days from the placing of a mail order and ten (10) working days from the placing of a telephone, facsimile or Internet order. If a shipment is lost or missing, the Member should then notify Unicity's Customer Service Department. Lost shipments, if later found and/or delivered, must be reported to the Unicity Customer Service Department within seven (7) days of delivery.
- 5) A Member who signs a delivery release with a common carrier authorizing the carrier to deliver an order without a signature agrees to release the common carrier and all parties from responsibility for such delivery.
- 6) It is a Member's responsibility to provide Unicity with the correct shipping address. Member's may be subject to a minimum of \$10.00 per box for redelivery or refused packages.
- 7) Unicity products should be stored in a cool, dry, and hygienically safe area or as otherwise directed by the label. As a general rule, the products should be kept at least four inches (4") above the floor. Unicity is not responsible for product that is damaged due to improper storage.
- 8) A Member who has had at least one check or bank draft returned for "insufficient funds" or "closed account" may lose ordering privileges until the sufficiency of funds is resolved. In some cases, a Member may lose check or bank-draft privileges. A Member agrees that Unicity may assess a handling fee of twenty dollars (\$20.00) for each rejected check or bank draft and for each credit-card chargeback.
- 9) A Member understands that he or she is not entitled to a money refund for product purchased, nor is he or she entitled to the Customer Product Satisfaction Guarantee. A Member may exchange product for like product or for product of equal value within sixty (60) days of purchase and in compliance with the 70% Rule (see Paragraph E.2 below). A terminating Member may return product pursuant to Section 8.G of these Policies & Procedures.
- 10) Prepaid orders received before the close of business at Unicity on the last working day of the month are included in that calendar month's business.

- 11) Unicity may, at its discretion, reject an order for any reason, including but not limited to:
 - a) Production and supply difficulties;
 - b) Member cannot, at the request of Unicity, show compliance with the 70% Rule; or
 - c) The order manipulates the Award Plan.

B. Retail Purchasing Program

A Retail Customer may order products directly from Unicity pursuant to the ordering guidelines above and the following policies of the Retail Purchasing Program:

- 1) The Retail Customer may register online to purchase products or may call the Unicity retail order line. Upon calling Unicity Customer Service for the first time, the Retail Customer shall give a referring Member's ID number to the Customer Service agent upon placing an order. At that time, a unique Customer ID number will be provided exclusively for that Retail Customer;
- 2) The responsibility for the proper crediting of Volume generated on any Retail Customer order lies with the referring Member and not with Unicity or its employees;
- 3) The Member is responsible for paying Unicity the expenses of a product return, redelivery or credit-card chargeback. Should the Retail Customer initiate a product return or credit-card chargeback, the Member agrees that Unicity may debit from the Member's Awards all reasonable expenses incurred. Unicity may also suspend the Member's ordering privileges and assess a chargeback handling fee of twenty dollars (\$20.00); and,
- 4) The difference between the wholesale price and the retail price is awarded to the Member whose ID Number is linked to the Retail Customer ID number that was given for that order, provided that the Member has at least the minimum qualifying PV in that Volume Month. A Member earns PV points for Retail Customer orders in the Volume Month in which the orders are received and paid.

C. Customer Product Satisfaction Guarantee and Sales Receipt

Upon the sale of any Products, a Member must notify each Customer about the Unicity Customer Product Satisfaction Guarantee (the "Guarantee") and must provide the Customer with an official Unicity sales receipt signed by the Customer. The back of the receipt must contain the following written notice:

Customer Product Satisfaction Guarantee

The Unicity Member selling you the Product(s) listed on the reverse side of this sales receipt extends to you as a Customer a personal 100% money-back Customer Product Satisfaction Guarantee. If, for any reason during the next sixty (60) days, you are dissatisfied with your Unicity product purchase, the Unicity Member making this sale to you will, upon your written request, issue to you a full purchase-price refund. To receive this refund, you must provide the Member with a signed letter stating your reason for dissatisfaction and return all unused portions of the product, as well as the container. Thereafter you must provide a statement that you have received a full refund. This Guarantee applies to Customers only and is not extended to Unicity Members. Except as provided above, the product listed on the reverse side of this sales receipt is sold without warranty of any kind, including the implied warranties of merchantability and fitness for a particular purpose. In no event will Unicity or the Member selling you this product be liable for any direct, indirect, consequential or incidental damages arising out of the use of or inability to use Unicity product(s), even where Unicity has been advised of the possibility of such damages. Some jurisdictions may restrict or not allow the limitation of liability for consequential or incidental damages, so the above limitation may be limited. If you do not receive a complete refund within thirty (30) days of your written request, please contact the Unicity Distributor Compliance Department by e-mail at info.mena@unicity.com.

D. Retail Customer Refund Policy

Unicity requires that Members provide Retail Customers a 100% money-back Guarantee for sixty (60) days from the date of purchase, regardless of whether the product(s) were purchased directly from Unicity. Unicity will promptly replace appropriately returned product(s) to any Member who has issued a refund pursuant to this policy within 15 days after the approval. Members may not submit to Unicity any product(s) for exchange, except as provided herein. Members are responsible for prompt delivery of product(s) to their Retail Customers. If a Member fails to honor the

Guarantee and refund policy of Unicity and thereby requires Unicity to make a refund to a Customer, the Member will be held responsible to repay Unicity for any amount refunded as well as a handling fee. A Member submitting returned product(s) for exchange pursuant to this refund policy must do each of the following:

- 1) Obtain a Return Merchandise Authorization ("RMA") form and/or number from the Unicity Business Association Service (BA Service) by e-mail at info.mena@unicity.com.
- 2) Return the unused portion of the Product to Unicity shall be in the good condition similar to the date of receipt, it must have the RMA number printed boldly on the outside of the shipping box near the return address. Any package that does not have an RMA number on the outside of the package will not be accepted by Unicity and will be returned to the sender at the Member's expense. Included in the returned package shall be a completed RMA form issued to the Member from the Unicity Customer Service Department. The returned packages shall have the original receipt for the company to consider, and the Member is also able to contact with the Business Association Service (BA Service) by bringing the unused portions of the products to the Unicity and the packages shall be in good condition similar to the date that the Member received. The returned packages must accompany application form filling with the request and also attach with the original receipt for the company to consider.
- 3) Shipping costs for returned packages and related correspondence are the Member's responsibility;
- 4) After the returned Product and all appropriate information and documentation is received by Unicity, the Member will be sent the replacement Product(s) of the Member's choice in an amount equal to 100% of the Volume of the Product(s) returned; and
- 5) Any returned Product may or may not affect a Member's Personal Volume or that of its Upline Members and may reduce a Member's PV amount reflected in a Member's account for the Volume Month in which the product is returned. Although Unicity may notify a Member that returned Product or the returned Product of its Downline may affect its qualification for awards, it is the Member's ultimate responsibility to ensure that it meets its monthly qualification requirements for awards. A Member shall only receive their Qualified net benefits or net out awards after returned product PV has been deducted.

E. Order Guidelines, Retail Sales, Purchasing, and the 70% Rule

A "retail sale" is defined as the sale to a Retail Customer who is purchasing Products.

- 1) A Member and those in the Member's Downline may not order inventory for the sole purpose of participating in the Award Plan or "Qualifying" itself or others to earn Awards, nor may they encourage others to do so;
- 2) When placing any Product order, the Member certifies that the Member has consumed a minimum of seventy percent (70%) of all previous orders (the "70% Rule"). A Member may purchase Unicity products for resale to consumers as well as for personal consumption;
- 3) Members should carefully document all sales. Members must maintain all Customer sales receipts for a period of two (2) years and must furnish them to Unicity upon request. Unicity may audit a Member's compliance with this provision and may take disciplinary action against Members who fail to comply with these terms; and
- 4) The use of official Unicity Customer sales receipts is mandatory. All sales receipts should include the Member's name, address, and phone number.

F. Mail Orders

A Member may order Product by mail. The Product Order Form is required for all product mail orders and must be fully completed and submitted to Unicity. Two or more Members may not combine orders on the same order form. Orders must conform to each of the following requirements:

- 1) Orders submitted without payment in full may be returned to the Member by mail. Orders submitted with insufficient funds may be fulfilled with Products that does not exceed the funds submitted with the order, minus shipping, handling, and any applicable tax. If payment for an order is insufficient, Unicity reserves the right, at its discretion, to withhold products from the order. Any liability arising out of the return or partial fulfillment of an incomplete order lies with the Member who placed the order;

- 2) Payment must accompany all orders. Payment for orders should be by personal check, certified check, money order, bank draft, credit card or credits on the Membership account. Unicity will not accept COD (cash on delivery) orders. If payment is less than the order amount, Unicity may debit the Member's credit card or the Member's account if the underpayment is within ten percent (10%) of the correct order amount; and
- 3) Unicity is not responsible for orders that are delayed in transit or for orders that do not arrive at the appropriate Unicity office complete with a valid form of payment. Mail Orders must be received by Unicity on or before the last business day of the month to be included with that month's Personal Volume.

G. Telephone, Facsimile, Internet, and Other Electronic Means

Credit card orders may be placed by telephone, facsimile, online at www.unicity.com or other electronic means. If an order is made by one of these methods, it is not necessary to mail in the original order form. Double shipments occurring due to a Member's placing of an incorrect order is the financial responsibility of the Member. Orders placed via telephone, facsimile, online, and other means are subject to each of the following provisions:

- 1) The funds for any purchase must be approved prior to a sale.
- 2) Orders by facsimile must be received by Unicity on or before the close of business on the last business day of the month to be counted toward that month's Personal Volume.

H. PV Transfers

The transfer of Personal Volume from one Membership to another is not permitted without the written consent of Unicity.

I. Neutral Lead Distribution

Customer or prospective Member leads that come to Unicity may be attributed to Members. Unicity makes reasonable efforts to determine how a prospect became interested in Unicity, and such leads may be attributed to the Member who created that interest. Unicity reserves the right to attribute leads to any Member, based upon activity within Unicity, Member Rank and/or geographic location. The distribution of neutral leads is made at the sole option and discretion of Unicity.

J. Ordering Restrictions

A Member may not submit orders in the name or on the account of another Member. Only orders made on behalf of the Member's own Membership will be honored by Unicity. A Member may not use Unicity's Internet website or other electronic means to place orders for the Member's account using another Member's credit card. If the use of another Member's credit card is needed, both Members must call the Unicity Customer Service Department and speak with an operator. Both Members must be on the line so that they may each give approval for the transaction.

K. Sales Tax and Other Taxes

Members are responsible for any applicable taxes on carrying out Membership Activities, including any income tax, customs, withholding tax, or any other governmental charge or levy currently in place or applied by the government in the country of doing business during their membership term.

SECTION 6

Promotion of Unicity Products and Opportunity

A. Advertising

Unicity encourages Members to promote the Products and the Unicity marketing opportunity pursuant to appropriate guidelines issued by Unicity from time to time. These guidelines are required in order for Unicity to ensure compliance by Members, as well as by Unicity, with the myriad of laws that govern the advertising of the Products and the Unicity opportunity. The failure to follow these guidelines may result in violations of laws and regulations of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name, which may result in damage to the reputation of Unicity as well as the imposition of restrictions upon Unicity, Members, and the Products that could trigger undesirable publicity and possible legal action.

- 1) Training Material. Only those Members who qualify at the Rank of Presidential Sapphire or higher for six (6) consecutive months are eligible to submit their own training materials for approval and may distribute such approved materials to their Downline. Training materials may be in the form of audio, video, electronic or print. These materials may be produced for six (6) months following the period of qualification and must meet the following criteria:
 - a) A hard copy of the script, labels, and packaging must be submitted for approval;
 - b) The hard copy must be approved in writing by the Unicity Distributor Compliance and Marketing Departments prior to release;
 - c) The labels must bear the name of the Member;
 - d) The maximum charge for audiotapes and compact discs (CDs) is two dollars (\$2.00) per tape or CD, since the tapes, CDs, and all other material are to be used for training purposes only and not for profit;
 - e) The introduction to audio/visual material must bear a clear statement of who the Member is and that he or she is a Unicity Member; and
 - f) All audio and video duplication may only be conducted through a Unicity approved source.
- 2) Promotional Material. A Member agrees to send any self-produced promotional items to the Unicity Distributor Compliance and Marketing Departments for written approval prior to any use by the Member. (See Paragraph L below for procedures on the use of the Internet.) However, a Member need not receive approval for the use of any unaltered materials that are currently approved by Unicity.
- 3) Unicity encourages its Members to promote the Unicity opportunity in any legal and ethical manner. Unicity may allow a Member to use Unicity names, logos or trademarks provided the Member has obtained written permission from Unicity. Permitted advertisements are found within the Unicity Web Office website for Members. Any advertising misrepresentation contained in a "blind" ad (one in which neither Unicity nor its Products is mentioned) may be a violation of these policies.

B. Copyrighted Materials

All Unicity literature, audiotapes, videotapes, compact discs, DVDs, website material, and programs are copyrighted by Unicity and may be duplicated only by obtaining the prior written consent of Unicity.

C. Proprietary Names

A Member may not use Unicity's employee names, trademarks, names, logos, trade dress or trade names or any distinctive phrases used by Unicity when conducting the Membership Activities prior to receiving written permission from Unicity.

To protect the proprietary rights of Unicity, a Member may not obtain, through filing for a patent, trademark, Internet domain name or copyright, any right, title or interest in or to the names, trademarks, logos or trade names of Unicity and its Products, whether such Products or services have been formally released or are pending for release. If Unicity changes or abandons any of its trademarks, trade names or service marks, a Member agrees to also change or abandon such trademarks, trade names or service marks. A Member may request the right to use the name of Unicity or one of the Unicity trademarks, trade names or service marks on independently produced and non-competitive promotional items (the “Promotional Items”) that include, but are not limited to, the following: clothing, jewelry, printed material, posters, audiotapes, videotapes, CDs, DVDs, and the like.

D. Product Claims

A Member may not make medicinal and/or therapeutic claims for any of the Products or specifically prescribe the Products as suitable for the treatment of any disease. Unicity does not endorse the use of diagnostic or medical devices in connection with the sale of Products because such devices tend to have as their principle purpose the diagnosis of health conditions and the prescribing of remedies. No representation may be made relating to Unicity products that are not accurate or truthful as to grade, quality, performance, and availability. Appropriate product information is contained in authorized Unicity literature and is subject to periodic review and revision by Unicity. It is the Member’s responsibility to obtain and use only current literature. All product representations made by a Member must be the same as those found in current Unicity literature.

E. Unicity Product Sales

A Member may promote only the Unicity opportunity and Products and materials at Unicity functions or to prospective Unicity Members or Customers, subject to Section 6.F below. Promotion in violation of this provision may constitute unfair competition against Unicity.

F. Promotion of Non-Unicity Products, Opportunities, or Materials

Member shall not sell, promote or advertise non-Unicity products, opportunities or materials that are competitive with the Products, opportunities or materials at Unicity functions or to Unicity Members or Customers. A Unicity function is a convention, meeting, seminar or similar event prepared by a Member or Unicity for Unicity Members, prospective Unicity Members or employees of Unicity. To build and promote his or her Unicity business, a Member may be authorized to promote or advertise noncompetitive, non-Unicity audiotapes, videotapes, CDs, DVDs, books, and pamphlets to Unicity Members within his or her own Downline or to Members attending a Unicity function sponsored by a Member consenting to such activities.

G. Income and Opportunity Claims

No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a Member. Income guarantees of any kind are prohibited, as is the exhibition of actual or copies of Award checks or earnings statements. Income representations must be honest. In addition, income representations must include the disclaimers that Awards may vary depending on the degree of effort employed, no Awards are guaranteed, and a Member is not guaranteed to reach a certain Rank.

H. Future Growth Claims

A Member shall not imply or assert that additional products or services will be added to the products and services currently offered by Unicity or that enhancements to the Award Plan are forthcoming or that specific territories or areas are about to be opened or added to territories or areas of Unicity operation unless or until the change or event has been officially announced by Unicity in writing.

I. Governmental Claims

A Member may not represent that the Award Plan or any Product has been approved or endorsed by any governmental agency.

J. International Sales

A Member may sell Products only in his or her country of residence. A Member may sell the Products to a Retail Customer in a country which has been opened by Unicity as referenced in Section 4.F. A Member may earn income from Downline

in other countries as detailed in section 4.F.

K. Media Advertising

A Member may not utilize media advertising or the advertising of Unicity or its products on television, radio or on an Internet website that is not wholly owned without prior written approval from Unicity.

L. Internet Use

A Member may use the World Wide Web or the Internet to promote the Unicity business by creating a personal website through the Unicity Web Office. Such websites and all other websites used by a Member must adhere to the following rules:

- 1) All Members’ websites are subject to review and approval by the Unicity Distributor Compliance Department.
- 2) A Member may not register or use any Unicity name(s), trademark(s), logo(s) or product name(s) in any URL address or Domain name, and Unicity reserves the right, at its discretion, to change its name(s), trademark(s), logo(s) or product name(s). The website shall not contain any meta data which is violative of this Contract or which would violate any laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name. Furthermore, the website shall not contain any hyperlinks to websites of competitors or competitors’ products.
- 3) A Distributor’s website must display the suggested retail price of the products as may be suggested by Unicity from time to time. Any reference to Suggested Retail Price of Products must mention the term “Suggested Retail Price.”
- 3) A Member’s website may display Unicity product information as long as the information and website are approved in advance by the Unicity Distributor Compliance Department. The product information shall not make prescriptive, disease, medicinal or therapeutic claims.
- 4) A Member’s website may contain certain personal and opportunity testimonials as well as motivational information under the following rules:
 - a) The material reflects the honest and balanced expression of the true experience of the provider of the testimonial or motivational information;
 - b) The material does not represent that all people will have the same experience; and
 - c) The material is accompanied by a disclaimer acceptable to Unicity.
- 5) Product testimonials shall not be displayed on a Member’s website without approval by the Unicity Distributor Compliance Department.
- 6) A Member’s website may not contain claims that the products or programs are for sale in any country other than the countries in which the products or programs have been approved by Unicity.
- 7) A Member’s website shall not infringe on any third-party trademarks or copyrights. The Member agrees to indemnify and hold Unicity, its affiliates, and subsidiary organizations and their directors, officers, employees, and agents harmless against any action or claim for infringement on a third party’s intellectual property rights arising from the Member’s website.
- 8) A Member’s website may offer Unicity products to Customers, subject to the following limitations:
 - a) The Member may display on the website his or her telephone number, fax number, e-mail address or the Unicity telephone number with instructions to obtain and use a Customer ID Number.
 - b) The website may use shopping carts, but the shopping carts
 - i) may offer only Unicity products; and
 - ii) must include language giving the Member the right to refuse a transaction for any reason.
- 9) The Member may not advertise on the Internet by purchasing space on instrumentalities such as a search engine, “banner,” or commercial website (eBay, Amazon, Craigslist, etc.).
- 10) A Distributor may not advertise any other business opportunity, including but not limited to direct selling or network marketing opportunities on any website that displays Unicity products. A Distributor may not display any products other than Unicity products, regardless of the method of distribution, on any Distributor website.

- 11) The Member may not use mass e-mailings (except to those on “opt-in” lists) and may not use e-mail spamming to promote the Unicity opportunity or products. Members are encouraged to follow all Internet etiquette and to be good Internet citizens.

M. Company Recordings

A Member may reproduce for sale, distribution or personal use any recording of Unicity-produced audio or video presentations only after obtaining the written consent of Unicity. A Member may not make or offer for sale any audio, video or other recording of Unicity-sponsored events, speeches or meetings, without the prior written approval of Unicity.

N. Media Inquiries

In order to ensure accuracy and consistency of information, a Member who receives any inquiry from the press or other media regarding any aspect of Unicity, its Products or its Memberships should refer such inquiry to the Unicity Distributor Compliance Department as soon as possible after receiving the inquiry by email info.mena@unicity.com.

O. Unicity Member Organizations, Meetings, General Fees, and Training Fees

A Member may not charge a for-profit fee for any general material, newsletters, services, training seminars or materials about Unicity, its business opportunity, its products or marketing materials, services or training on Unicity products or marketing materials. A Member may not charge other Unicity Members a membership fee for participation in any other program or organization. A Member may not offer to pay or actually pay Awards, rebates or compensation to other Unicity Members for the purchase of Products or non-Products, opportunities or other materials. A Member may not preclude or stop any other Member from attending Unicity-sponsored events.

P. Telephone Book Listing

Telephone book advertising is allowed only by a Member who has achieved the Rank of Director or higher. The advertisement may be placed in the yellow pages in the categories of: 1) Health, Herbs, Fitness or Nutrition and 2) Skin Care or Beauty. All listings for telephone publications should state: “Unicity Independent Associate,” “Unicity Independent Member,” “Unicity Independent Business Owner,” “Unicity Franchise Owner,” or “Unicity Personal Business Owner,” followed by the Member’s name, address, and telephone number. A Member may not display advertisements that use the Unicity name(s), logo(s), image(s) or product name(s) in a telephone directory.

Q. Toll-Free Telephone Numbers

A Member who lists a toll-free telephone number may not use the Unicity name(s), logo(s) or product name(s) for such listing but may list the number as “Unicity Independent Associate, [name of Member],” “Unicity Independent Member, [name of Member],” “Unicity Independent Business Owner, [name of Member],” “Unicity Franchise Owner, [name of Member],” or “Unicity Personal Business Owner, [name of Member].”

R. Surcharge Telephone Numbers

A Member agrees not to use 900 numbers, surcharge numbers or other similar toll numbers for the purpose of marketing either the Unicity opportunity or its products.

S. Telephone Answering and Recorded Messages

A Member may not answer the telephone in any manner that would give callers a reason to believe that they have reached the corporate or any other offices of Unicity. Specifically, a Member shall not answer the telephone by saying, “Unicity,” but shall answer indicating his or her status as an independent member of Unicity. Answering machines and voice mail must also comply with this policy.

T. Automatic Calling Devices

A Member agrees not to use any automatic outbound calling device for promoting or soliciting the sale of the Unicity products or opportunity.

U. Revised Company Literature

Members and Unicity shall work together to notify their organizations of new Unicity information. New Unicity policies, forms, and literature replace old policies, forms, and literature. A Member shall destroy outdated or invalid literature and forms. Unicity shall not reimburse any Member for outdated materials in the Member’s possession.

V. Repackaging

A Member agrees not to alter, repackage, distribute unauthorized samples of, re-label or otherwise change any Product or sell any such Product under any name or label other than that authorized by Unicity.

W. Retail Establishment Displays

A Member shall not market the Products through retail outlets. A “retail outlet” is any establishment that sells consumer goods to the general public without a prior appointment, as typified by a retail store.

X. Service Establishment Displays

A Member who owns or is employed by a service-related establishment may, upon receipt of prior written approval of Unicity, provide the Products and services to Unicity customers through this establishment as long as the Member is providing proper support to customers. A Member who wishes to display the Products in a service-related establishment must receive written permission from the Unicity Distributor Compliance Department. A “Service-Related Establishment” is one that receives revenue primarily by providing personal service rather than by selling the Products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, counselling services, tanning centers, and other such businesses where the customers’ use of the establishment is controlled by membership or appointment. In such establishments, the Products or banners may not be displayed in the general lobby or outside the office or building where such Products or materials are visible to the general public.

Y. Fairs and Special Events

A Member agrees not to display or advertise the Products at swap meets, flea markets, garage sales or any other similar events. A Member may display the Products in a booth at annual state or county fairs, trade shows or exhibits but may not display or offer for sale competing products or products from any other direct-selling company

SECTION 7

Member Awards and Fees

A. Member Awards and Fees

A Member may qualify to earn Awards pursuant to the Award Plan and other Unicity programs or promotions. The Award Plan is set forth more fully in the Unicity Franchise Earnings Booklet. The following policies outline the guidelines for earning Awards within Unicity and applicable fees charged to Members.

B. Rank Attainment

A Member is wholly responsible for meeting the Member's monthly: (i) Volume requirements; (ii) Rank; and (iii) any other program qualifications or requirements. Unicity has no obligation to guarantee or assure that a Member meets any qualification requirements of the Award Plan.

C. Earnings Guarantees

A Member is not guaranteed any specific Award, income or assured level of profit or success through Unicity. A Member's profit and success can only come through the successful customer sale, use, and consumption of the Products and the sales, use, and consumption of the Products by other Members within the Member's Downline. Members are encouraged to continuously recruit, train, support, and build their own Member sales organization and create their own success.

D. Minimum Award

Unless otherwise stipulated by Unicity and in order to minimize processing and handling costs, Unicity will not generate an Award payment for any amount under fifteen dollars (\$15.00). Should a Member be eligible for an Award payment of less than fifteen dollars (\$15.00), the equivalent Volume will be credited to the Member's Unicity account.

E. Processing Fee

A Member will have deducted from the Member's monthly Award a reasonable processing fee for computer processing and other customer services.

F. Payment of Awards

Awards will be issued or direct deposited monthly on or before the twentieth (20th) day following the month in which the Award was earned. However, if the 20th day falls on a weekend or a holiday, the Awards will be sent out on the first business day thereafter. Without prejudice to Unicity's right of termination, the payment of a Member's Award may be suspended if the Member is in breach of any term or condition of the Contract.

G. Debiting of Awards

A Member agrees that Unicity may debit or place a hold on a Member's Award(s) for any amount the Member owes Unicity.

H. Replacement Awards

Upon timely request, Unicity will issue a replacement Award check for an Award that has not been properly redeemed, such as a lost or stolen check; however, if an Award check has been redeemed or cashed, Unicity will not reissue an

Award check, and a service fee of ten percent (10%) of the value of the check but not more than thirty dollars (\$30.00) will be assessed. Replacement and stop-payment requests will not be honoured until ten (10) business days after the Award check was issued.

I. Returned or Unclaimed Awards

Unicity makes every effort to ensure that Unicity Members receive their Awards. However, when a Unicity Award check is not negotiated within the bankable period (ninety days) or has been sent to the last known address but returned to Unicity because a Member has moved without a forwarding address or the Award check is returned or not presented for payment for some other reason beyond Unicity's control, the Award check shall be voided and the equivalent Volume shall be credited to the Membership account ninety (90) days after its date of issue. The credit balance is subject to a monthly maintenance fee.

J. Foreign Market Instability

The ability to make Award payments pursuant to International Sponsoring as a result of the sale of the Products in countries outside of residence is dependent upon a number of factors beyond Unicity's control. In Unicity's reasonable discretion, Unicity may determine that a foreign market lacks sufficient viability based upon one or more of a number of factors, including, but not limited to, the following: conditions in a foreign country that limit or restrict the conversion or repatriation of money to Unicity International Incorporation; insufficient sales in a foreign market to maintain net profitability therein; war-time or war-like conditions; and/or natural disasters. Consequently, upon making the determination of a lack of viability in a foreign market, Unicity may cease, restrict, delay or modify Award payments pursuant to the Ambassador Program in that foreign market. Award payments to Members on Volume arising out of foreign markets may also be subject to fees attendant to international tax and/or banking costs associated with such payments.

K. Service Fees

Although Unicity provides most Member services to Members free of charge, from time to time a Member will request or require extraordinary services that warrant additional time and expense to research and resolve. Unicity charges a fee of fifty dollars (\$50.00) per hour, with a minimum of one hour assessed for each such case.

SECTION 8

Member Termination

A. Voluntary Termination

In addition to other rights of termination attendant to the nature of a Membership, a Member may, at any time, voluntarily terminate his or her Membership as a Unicity Member. A Member who terminates loses all rights to any legal and beneficial interests in the Membership and to any Unicity Lists, Member privileges, and Member Rank. A Member who voluntarily terminates his or her Membership may not reapply for a new Membership or apply to hold a beneficial interest in an existing Membership until six (6) months after Unicity has finalized the termination. A Member may terminate voluntarily by:

- 1) Submitting to Unicity a termination letter signed by all Members in the Membership and listing the Member name(s) and ID Number(s); or
- 2) Failing to renew the Membership Agreement for an additional annual term (see Section 3.D).

B. Involuntary Termination

A Member may be terminated by Unicity for cause. A Member agrees that Unicity has the right to take quick and decisive action in limiting or terminating a Membership that is found in violation of the Contract or any laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name, statutes, and/or regulations that pertain to the business of Unicity. Unicity also reserves the right to pursue any legal recourse for such violations, as well as reimbursement from the Member for any expenses arising from the violation, including court costs and attorney's fees.

C. Disciplinary Process

The failure to abide by the Contract may lead to appropriate disciplinary action. After a disciplinary action is complete, Unicity may announce details of such disciplinary action. Policy violations may involve any or all of the following disciplinary processes:

- 1) Informal warning. The Member may be notified either personally or by mass communication and either verbally or in writing that certain conduct is in violation of the Contract.
- 2) Formal warning. A formal written warning may be sent to the Member stating that failure to discontinue the stated violation(s) may result in further disciplinary action.
- 3) Probation. A Member may be notified in writing that it has been placed on probation for violating the Contract. The length and conditions of the probation may vary at Unicity's sole and absolute discretion. A Member placed on probation may appeal the probation using the procedures for appealing suspensions as described below.
- 4) Suspension. Suspension is the temporary withdrawal of a right to conduct Membership Activities. A Member may be suspended for serious violations or breaches of the Contract, and a suspension may last for a period of days or months, depending on each case. In the event of a suspension, a suspension letter will be sent to the Member. The suspension letter may list actions that the Member must take in order for Unicity to revoke the suspension. These actions may include any of the following:
 - a) The immediate cessation of all violations;

- b) The submission of a written statement to Unicity responding to the violations;
- c) Payment of any damages caused by such violations; and
- d) Such other action as may be requested by Unicity.

- 5) Termination. A Member who fails to respond to a suspension letter or other request of Unicity may be terminated. A Member may appeal a suspension by responding in writing within the specified time period outlined in the suspension letter. Suspended Members are not eligible to: receive Unicity Awards, earned or otherwise, participate in any Unicity functions or programs or buy Products. The Awards of a suspended Member are forfeited to Unicity. Since suspended Members may not place product orders, they may not Qualify for Awards during their term of Suspension. Unicity may, at its absolute discretion, Qualify a Membership during the suspension and retain all earned Awards.

D. Notification of Termination for Cause

When a decision is made to terminate a Member for cause, Unicity will send notification to the terminated Member at the most recent address on file. Upon receipt of notice from Unicity, the Member shall immediately cease all Membership Activities. Notice will be deemed received upon delivery, but no later than ten (10) days after mailing.

E. Appeal of Termination

A Member who has been terminated involuntarily may appeal the termination by submitting in writing an explanation, including any extenuating or mitigating circumstances. The Member must submit the written appeal within the time period specified in the termination letter, but within at least fifteen (15) days of receipt of notice of the termination. Unicity will review the timely appeal and notify the Member of its decision. If the appeal is not received within the specified time period, the termination will be final.

F. Results of Termination

When a Membership is terminated through voluntary termination by the Member or through involuntary termination by Unicity, that Member's licenses, rights, and privileges are revoked, and the Member is no longer entitled to conduct Membership Activities, Sponsor other prospective Unicity Members or represent himself or herself as an independent contractor or Member of Unicity. In addition, a terminated Member loses all rights to the existing Downline and is no longer entitled to receive any Awards whatsoever, already earned or otherwise, from Unicity, nor is the Member entitled to any other claim for indemnification with regard to the loss of his or her Customer base or any investments made. A Member also loses any rights to Unicity Lists. A terminated Member must immediately return to Unicity all existing Unicity Lists and all other documents and materials made available to him or her in conducting his or her Membership Activities. Terminated Memberships are the property of Unicity and may remain in the current Unicity Genealogical Membership position and will be managed, maintained, sold or disposed of by Unicity, at its sole discretion. A Member who has been terminated for cause may not re-apply for a Unicity Membership for eighteen (18) months following the termination. If a Member is at the rank of Presidential Sapphire or higher and is terminated for cause, then he or she agrees that he or she will not compete in any direct selling channel of distribution in any market that Unicity has officially opened for a period of six (6) months following the termination of his or her Membership. The provision proscribing Cross-Sponsoring in Section 3.C shall survive the termination of the Contract.

G. Product Buy-Back

A Member who voluntarily terminates his or her Membership may return with his or her termination letter all "Currently Marketable," unencumbered, re-usable, unopened, and otherwise re-salable inventory in the Member's possession. Unicity will refund ninety percent (90%) of the net cost to the Member, less the value of any Awards received by the Member for purchase of the goods. Unicity will also re-purchase any initial mandatory sales materials that are returned, shipping pre-paid, in re-usable and re-salable condition for one hundred percent (100%) of the cost to the Member. Unicity will not issue any refunds on Products previously certified as sold under the 70% Rule. Memberships that are terminated for cause are not eligible for the 90% product buy-back or the 100% sales material buy-back.

- 1) For purposes of this policy, products shall not be considered "Currently Marketable" if returned after the Products' commercially reasonable, usable or shelf-life period has passed; nor shall Products be considered "Currently Marketable" if Unicity clearly discloses to Members, prior to purchase, that the Products are seasonal,

discontinued or special promotional Products.

- 2) If Awards were paid to a terminating Member's Upline on Volume represented by returned Products, the Awards paid on such Volume will be debited from the Upline beneficiaries' accounts. Although certain requirements may vary by law in some jurisdictions, Members seeking a refund must do the following:
 - a) Call the Unicity Customer Service Department and request a Return Merchandise Authorization ("RMA") form and/or number;
 - b) Request a refund in writing from Unicity. This document must be accompanied by copies of the original product invoice(s) and the RMA form and/or number; and
 - c) Return the package with the RMA number clearly marked near the return address on the outside of the package.

Shipping costs to return the Products must be paid by the Member. The Member is responsible for any damage or loss in the shipping process. Goods damaged en route, and therefore not marketable, will be rejected. After full verification of all submitted paperwork and returned items, Unicity will issue the terminating Member a refund in the form of the original method of payment.

H. Governing Law and Jurisdiction

This Contract shall be governed by the laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name, as those laws apply to contracts made and performed wholly within such country. Unicity and the Member irrevocably consent to the jurisdiction of the courts of such country in connection with any suit, action or proceeding arising out of or relating to the Contract. Venue shall be in the courts situated in such country, exclusively. 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.

I. Force Majeure

Neither party to the Contract shall be liable to the other party for failure or delay in the performance of any of the obligations under this Agreement for the time and to the extent such failure or delay is caused by reason of acts of God or other cause beyond its reasonable control, including, but not limited to, acts of government, riots, war, interruption of transportation, strikes or other labor trouble, shortage of labor, fire, storm, flood, earthquake (each a "Force Majeure Event"). The performance of obligations hereunder shall be suspended during the existence of any Force Majeure Event and, upon cessation of such Force Majeure Event, shall again be required to be resumed immediately, provided, however, that the parties hereto shall use their reasonable commercial efforts to minimize the consequences of such Force Majeure.

J. Limitation of Liability

Any claims by a Member against Unicity and/or its officers, employees, and agents can only be brought in the Member's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Regardless of that form of such claims, whether in tort, contract, or other, Unicity and its officers, employees, and agents shall not be liable to a Member for any damages in excess of an amount equal to six times the monthly commissions of that Member, based upon that Member's average commissions over the previous twelve months. With the sole exception of the foregoing provision, Unicity and its officers, employees, and agents shall not be liable for any consequential, incidental, direct, indirect, special, contingent, or punitive damages whatsoever, including, without limitation, lost profits and other financial loss. Both parties to this Contract waive their rights to the remedy of specific performance of any provision of this Contract. No legal action may be brought by either party to this Contract more than one year after the event giving rise to the cause of action has occurred.

This Appendix A is part of and incorporated into the Unicity Policies & Procedures.

APPENDIX A

The Membership Agreement

Terms and Conditions

1. I am 21 years of age or older and legally competent to enter into a contract. I endorse in this application and guarantee that I am legally qualified to enter into the contract. Furthermore, I am not bankrupt and am legally competent to enter into a contract.
2. Upon acceptance of this Membership Agreement by Unicity International Incorporation ("Unicity"), I will be an independent contractor and licensed member (hereinafter "Member") of Unicity, which status gives me the right to sell Unicity products (the "Products") in accordance with the Unicity Award Plan (the "Award Plan"). This Membership 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 application and the Policies and Procedures. Membership Agreements submitted by telephone will be temporarily accepted; however, the original Membership Agreement or a facsimile thereof must be received by Unicity within ten (10) days of entry into the Unicity database for it to be considered for acceptance. Membership Agreements appropriately entered online will be considered for acceptance. The acceptance by Unicity of this Membership Agreement may be rescinded if Unicity has determined there has been any misrepresentation or violation of the Membership Agreement.
3. I have read this Membership Agreement Terms and Conditions, the Award Plan and the Policies and Procedures Manual for Unicity Independent Members. I agree to be bound by and abide by the terms and conditions of each of these documents, including 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 Award 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 me. I acknowledge that any violation of the terms and conditions of this Agreement, the Award Plan, the Policies and Procedures, or any other agreements or obligations which I sign with Unicity or any of its affiliated entities may result in the termination of my status of Independent Distributor or other disciplinary actions as deemed appropriate by Unicity. In the event of any inconsistency between the Policies & Procedures, any amendment thereto, and any other publication of Unicity, including the Compensation Plan, the current Policies & Procedures shall govern.
4. I understand that the application to be a Unicity Member does not require the purchase of any product. Furthermore, I agree not have or hold a legal or beneficial interest in more than one Membership without the written consent of Unicity.
5. "70% Rule." When placing any product order, I certify that I have sold or consumed a minimum of seventy percent (70%) of all previous orders (the "70% Rule").
6. This Membership 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 Membership Agreement. I acknowledge that this Membership Agreement and the Membership created hereunder may be terminated by Unicity if the Membership Agreement is not renewed for any reason. The Membership created hereunder is a licensed right that is revocable, and the position this Membership creates in the Unicity Member Organization and/or database is the property of Unicity.

7. If I wish to terminate this Membership Agreement, I will deliver written notification of my intent to terminate to Unicity. My voluntary termination will be effective as of the date such notice is received and accepted by Unicity.
8. As a Member, I am an independent contractor. I am not an employee, partner, agent, franchisee, joint venture or legal representative of Unicity. And will not act anything to may show other statuses except status of independent member. 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 laws of the country where Unicity is legally operational under the name of UNICITY or any affiliated company name, 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 that either I or others acting in my interest may have occasion to assert respecting my status or conduct as an independent Member or Membership Sponsor of Unicity arising out of any of my acts or omissions. I agree to indemnify and hold harmless Unicity, its officers, employees, successors, Members, and any of its affiliated organizations for any claim, action or liability asserted or arising out of my actions, omissions, admissions or representations in sponsoring or conducting my independent Unicity business.
10. This Membership Agreement allows me to recruit prospective Members of Unicity in my Home Country. I may only Membership sponsors Members in other countries pursuant to the conditions of Unicity's International Sponsoring, which is included in the Policies & Procedures.
11. I understand that only Members considered by Unicity to be in good standing may Membership Sponsor new Members. Unicity, at its sole discretion, may reject this Membership Agreement without disclosing any reason therefore. If this Membership Agreement or any renewal hereof is not accepted or approved, I release Unicity and its officers, agents, affiliates, advisors, and employees from any and all liability, claims, damages or cause of action.
12. I understand that I am responsible for training and supporting any Members I Membership Sponsor and/or recruit under the Award Plan. I will perform a best effort bona fide supervisory, soliciting, distributing, and/or selling function in connection with the sale of Unicity products to the ultimate consumer. I also agree to reasonably train any Member whom I may Membership Sponsor or recruit in the performance of these functions. I will maintain continuing communication with and supervision over my Unicity Member organization.
13. I understand and agree that my Awards from Unicity are granted under the rules of the Award Plan and consists of personal discount for products, commissions from Downline, and/or bonuses relating to the Sale of Unicity products or other benefits from distributing products to customers. I also agree all commission payments and/or any benefits are contingent on my strict compliance with this Contract, as well as the Policies & Procedures, including any amended documents which Unicity approves and announces in the future.
14. I agree that I may not alter, re-package, re-label 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 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 Award 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 Unicity's Members and lists of Member names. I will not use any Unicity Member 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 Member whom I do not personally Membership Sponsor. I further agree that I may not hold a beneficial interest in more than one Unicity Membership except as expressly allowed in the Award Plan. I will return all existing Unicity 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 Membership Agreement hereby constitutes my authorization to process any order I place to those

accounts and to use this authorization as my "signature on file."

20. I agree not sell Unicity products at prices below the amount approved by Unicity. I also agree not to import or sell any Unicity products that are not mentioned in the official Unicity publication. I will not import Unicity products, nor buy or sell Unicity products, which are imported from abroad by a non-Unicity approved importer. I also agree not to import or sell products not authorized by the requisite national Authority in the country of doing business or is not authorized by Unicity. Furthermore, I will not export, or sell Unicity products to third parties with the intention to export, Unicity products including documents, publications and marketing materials.
21. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
22. I provide my consent for Unicity to pay commissions, and/or other bonuses to my account every month. I understand and accept the cost of reasonable transaction fees in accordance with the Unicity bank transfers. In the event of an erroneous bank transfer to my account, I agree that the Unicity may chargeback the erroneous amount from my bank account. Furthermore, I agree that in the event Unicity does not receive my necessary bank account information, Unicity will issue a commission to me by check issuance with an accompanying deduction of \$3 (Three USD only) which will continue being deducted from my commissions every month, until Unicity receives the necessary bank account information/documentation.
23. This Contract shall be governed under the laws of country where Unicity is legally operational under the name of UNICITY or any affiliated company name, I agree that proper jurisdiction and venue shall be in the courts of such country. 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.
24. I agree that I will not use sales tactics that are misleading or unethically promote the supply of Products in quantities greater than necessary. I also agree not to order Products solely for the purpose of participating in the Award plan or to "Qualify" myself or others in order to get commissions or bonuses and would not encourage others to do the same.
25. I certify the accuracy of all information provided by me in this Membership Agreement and agree that the providing of false or misleading information authorizes Unicity, at its election, to declare this Membership Agreement void from its inception.
26. If you are a person who is living in country where Unicity is legally operational under the name of UNICITY or any affiliated company name, you must provide Unicity with your correct Taxpayer Identification Number ("TIN"), which for individuals is either Number of your National Identity Card or, if you are a resident alien and you do not have and are not eligible to get such number, your Individual Taxpayer Identification Number ("ITIN"). For a Distributorship that is a partnership, corporation, company or association organized in in such country or under the laws of the country of doing business, you must provide Unicity with your VAT TIN. If you provide Unicity with an incorrect taxpayer number, Unicity will withhold and pay to any competent Tax Authority any legally required percent of your income. By signing this Agreement, you certify that the TIN you have provided to Unicity is correct.

Unicity Offices

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APPENDIX B

The Ambassador Program

This Appendix B is part of an incorporated into the Unicity Policies & Procedures.

A. International Membership Sponsoring

Unicity allows Members the unique opportunity to Membership Sponsor Members and Customers in approved foreign countries. This is accomplished through the Unicity Ambassador Program (the “Ambassador Program”). Members who participate in the Ambassador Program may be referred to as “Ambassadors.” Members may become Ambassadors only to countries that are officially “Opened” by Unicity (“Target Countries”). A country is Opened when Unicity publishes notice of such opening in an official Unicity publication from the corporate headquarters of Unicity in the United States.

B. Ambassador Qualifications

To qualify for and participate in the Ambassador Program, a Member must:

- 1) Be a Member in good standing in his or her country of residence (“Home Country”);
- 2) Request a Basic Literature Packet from the Target Country; and
- 3) Read and understand all aspects of the Ambassador Program, including the Award Plan for the Target Country in which the Member wishes to Membership Sponsor.

C. Ambassador Policies

The following policies have been established to protect Unicity and its Ambassadors. The violation of these policies may lead to not only Unicity disciplinary action but also to governmental regulatory action, which may include severe fines, confiscation of property, and closure of business operations or even imprisonment. Ambassadors must comply with the following policies:

- 1) An Ambassador may not engage in blind prospecting without prior written approval from Unicity. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads. An Ambassador may not advertise for leads without the prior written consent of the General Manager of the Target Country;
- 2) An Ambassador may not import or export any Products into a market in which that Product is not approved. Even though the Products with the same name may be offered by Unicity in two different countries, the Products themselves may be different;
- 3) An Ambassador may not use Unicity literature or promotional statements from one country in any other country. Promotional statements from one country’s literature may not be appropriate for use or legal in another country;
- 4) An Ambassador does not have the right to sell Products in the Target Country. That right is reserved for individuals who are Members that reside in the Target Country. To avoid adverse tax consequences and restitution requirements, an Ambassador should refer product sales to his or her Downline Members in the Target Country;
- 5) An Ambassador may not send any unauthorized Products to any country. Products to be sold in the Target Country must be obtained directly from the Target Country’s Unicity office or warehouse;

- 6) An Ambassador may not seek or participate in media coverage of any kind in the Target Country without prior written approval from the Unicity office in the Target Country;
- 7) An Ambassador may not misrepresent Products or the Unicity opportunity in the Target Country;
- 8) An Ambassador may not make claims or guarantees of specific earnings potential in the Target Country;
- 9) An Ambassador may not make therapeutic or medicinal claims about Products in the Target Country; and
- 10) An Ambassador must comply with the Unicity Policies & Procedures of both the Home and Target Country.

D. Awards Under the Ambassador Program

Ambassadors are compensated for Volume generated by their Downline in the Target Country pursuant to the Target Country’s Compensation Plan (the “Target Country Compensation Plan”). The earning and requirements for Ambassadors may differ for each Target Country. An Ambassador will be compensated at a Rank no less than the Rank attained in the Home Country. Although Volume generated by Downline in a Target Country may be used to qualify for a Rank in the Home Country, Compensation for the Volume generated by Downline in a Target Country will be calculated according to the Target Country Compensation Plan.

E. The Basic Literature Packet and Award Plan

The compensation plan for a Target Country is included with the Basic Literature Packet for the Target Country that the Ambassador requests from the Target Country before beginning any Ambassador activity.

F. Ambassador Awards

Ambassadors are paid from the Ambassador’s Home Country in the Home Country currency. Ambassadors may be subject to income-tax-withholding requirements in the Target Country. When applicable, withholdings will be deducted from the Ambassador’s Compensation.

G. Foreign Market Instability

The ability to make payments to Ambassadors as a result of the sale of Products in countries outside of residence is dependent on the receipt by USD connection with such sales. Consequently, Unicity may restrict, delay or modify Awards or payments to Ambassadors during such time as conditions in a foreign country limit or restrict the conversion or repatriation of money.

H. Monthly Processing Fee

A monthly processing fee may be charged for each country in which the Member is an Ambassador. If an Ambassador does not Qualify for Awards one month, the Ambassador will not be charged the processing fee(s) for that month.

I. Downline Lists

An Ambassador may obtain the Ambassador’s Downline List in a Target Country online or by contacting the Member Relations or Customer Service department in the Ambassador’s Home Country’s office.

J. Ambassador Renewal

No annual renewal fee (other than the Home Country renewal requirement) is required to maintain a Member’s Ambassador Status.



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