

APPLICANT INFORMATION

(PLEASE FILL OUT IN BLOCK LETTERS)

TITLE MR. MS. _____ DATE OF BIRTH DD/MM/YY

SURNAME, FIRST NAME

BUSINESS NAME (IF APPLICABLE)*

STREET & NUMBER (CURRENT MAILING ADDRESS)

POSTAL CODE CITY COUNTRY

E-MAIL ADDRESS

PHONE NUMBER MOBILE PHONE NUMBER

SHIP TO / DELIVERY ADDRESS

NAME

STREET & NUMBER

POSTAL CODE CITY COUNTRY

INDIVIDUAL SPOUSE AS CO-APPLICANT ASSOCIATION

CORPORATE ENTITY BUSINESS PARTNERSHIP OTHER

TRADE NUMBER (PLEASE INCLUDE PROPER DOCUMENTATION)

VAT TAX-ID. (PLEASE ADD COPY OF THE CERTIFICATE FROM YOUR TAX AUTHORITIES)

* PLEASE INCLUDE A COPY OF THE TRADE LICENSE AND THE VAT TAX-ID-NO. CONFIRMATION AND LIST THE NAMES OF ALL PERSONS AUTHORISED TO REPRESENT THE BUSINESS IN ALL BUSINESS APPLICATIONS.

ENROLLER INFORMATION* (ONLY IF ENROLLER AND SPONSOR ARE NOT IDENTICAL)

ENROLLER ID-NO.

SURNAME, FIRST NAME

*PLACEMENT OPTION SINCE JUNE 1ST 2010

SPONSOR INFORMATION

SPONSOR ID-NO.

SURNAME, FIRST NAME

BY SIGNING AND SUBMITTING THIS FORM AND PAYMENT, I/WE ACKNOWLEDGE THAT I/WE AM/ARE APPLYING TO BECOME A UNICITY INTERMEDIARY. I/WE CONSENT TO UNICITY (THE COMPANY) CONTACTING ME/US AT THE TELEPHONE NUMBERS, FAX NUMBER, AND/OR E-MAIL ADDRESS LISTED ON MY/OUR APPLICATION OR AS UPDATED. I/WE CERTIFY THAT I/WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS, INCLUDING THOSE ON THE OVERLEAF. I/WE FURTHER CERTIFY THAT I/WE HAVE RECEIVED, HAVE READ, UNDERSTAND, AND AGREE TO THE UNICITY AWARD PLAN AND THE UNICITY POLICIES & PROCEDURES, WHICH ARE INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT. I/WE CONFIRM THAT I/WE WAS/WERE NOT A DISTRIBUTOR WITH UNICITY DURING THE LAST SIX MONTHS.

PAYMENT METHOD

CREDIT CARD

I HEREWITHTH AUTHORISE UNICITY TO DEBIT MY CREDIT CARD AS FOLLOWS FOR 31,29 € (25,86 € NETTO) FOR THE LICENCE FEE AND THE STARTER PACKAGE ORDER AS WELL AS THE AMOUNTS RESULTING FROM FUTURE ORDERS. I UNDERSTAND THAT PAYING THE ANNUAL LICENCE FEE AND MY STARTER PACKAGE ORDER ARE THE ONLY REQUIREMENTS TO BECOME A UNICITY DISTRIBUTOR. UPON ACCEPTANCE OF THIS APPLICATION AND RECEIPT OF PAYMENT, UNICITY WILL SEND ME A FREE STARTER KIT.

VISA® MASTER CARD®

CARDHOLDER (NAME ON CREDIT CARD)

CREDIT CARD NUMBER

EXP DATE MM/YY

PLEASE WIRE THE COMMISSION FROM MY ACTIVITY AS AN INDEPENDENT INTERMEDIARY ON TO THE FOLLOWING BANK ACCOUNT IN GREAT BRITAIN.

IBAN

SWIFT

ACCOUNT HOLDER

BANK

I WILL PROVIDE UNICITY IN WRITTEN FORM WITH A DIFFERENT BANK REFERENCE ON TO WHICH THE COMMISSION FROM MY ACTIVITY AS INDEPENDENT DISTRIBUTOR SHOULD BE PAID.

CITY, DATE (MANDATORY SIGNATURE/S FOR DEBITING A CREDIT CARD AND/OR FOR COMMISSION PAYMENT)

BANK TRANSFER (NOT POSSIBLE FOR EASYSHIPS)

THE LICENSE FEE 31,29 € (25,86 € NETTO) AND THE AMOUNT FOR THE STARTER PACKAGE ORDER INCL. VAT (REFER TO PAGES 3 & 4 OF THIS APPLICATION), WILL BE TRANSFERRED TO UNICITY'S ACCOUNT AT UBS AG

IBAN: CH26 0027 3273 2692 8866 K

SWIFT: UBSWCHZH80A

ACCOUNT NR.: 27326928866K

CLEARING NR.: 00273

STATING THE DISTRIBUTION FULL NAME AND ADDRESS PLUS THE DISTRIBUTOR- ID-NUMBER IF ALREADY EXISTING.

PLEASE NOTE: YOUR APPLICATION IS ONLY VALID, IF ALL PAGES ARE FILLED OUT CORRECTLY, COMPLETELY, ARE PROPERLY SIGNED AND YOUR LICENCE FEE AND INITIAL ORDER HAVE BEEN PAID. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS FORM, PLEASE CONTACT YOUR SPONSOR OR UPLINE DISTRIBUTOR, OR CALL THE UNICITY CUSTOMER CARE CENTER FROM MONDAY TO FRIDAY 8 AM TO 5 PM CET. PLEASE INFORM UNICITY OF ANY CHANGES OF YOUR PERSONAL DATA IN WRITTEN FORM AND FORTHWITH.

UNICITY EUROPE B.V.

CELSIUSWEG 60,5928PR VENLO,

THE NETHERLANDS

MONDAY - FRIDAY 8AM - 5PM (CET) / 7AM - 4PM (GMT)

TEL: 0180 300 1011

FAX: +41 41 5 111 335

E-MAIL: SERVICE.MANAGEMENT@UNICITY.COM WEB: WWW.UNICITY.COM

1. OUR CONTRACT WITH YOU

1.1. YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1.1.1. THAT THIS AGREEMENT ("AGREEMENT") IS MADE BETWEEN YOU (IN YOUR CAPACITY AS AN INDEPENDENT SALES REPRESENTATIVE ("AGENT" OR "YOU") AND UNICITY EUROPE BV (A COMPANY REGISTERED AND TRADING IN THE NETHERLANDS ("UNICITY" OR "US");

1.1.2. THE TERMS SET OUT IN THIS AGREEMENT ARE THE TERMS AND CONDITIONS ON WHICH UNICITY WILL:

1.1.2.1. AUTHORIZE YOU TO ACT AS AN AGENT ON BEHALF OF UNICITY IN RELATION TO THE INTRODUCTION OF CUSTOMERS TO UNICITY;

1.1.2.2. SUPPLY UNICITY'S PRODUCTS ("PRODUCTS") TO CUSTOMERS INTRODUCED TO UNICITY BY YOU; AND

1.1.2.3. SUPPLY PRODUCTS TO YOU IN YOUR CAPACITY AS A PERSONAL CONSUMER OF THE PRODUCTS.

1.1.3. BEFORE YOU SIGN THIS AGREEMENT, PLEASE READ THIS AGREEMENT CAREFULLY AND CHECK THAT THE DETAILS ON THE FRONT OF THIS AGREEMENT ARE CORRECT. IF YOU THINK THAT THERE IS A MISTAKE, PLEASE CONTACT UNICITY TO DISCUSS.

2. YOUR STATUS AND CAPACITY:

2.1. YOU CONFIRM THAT YOU ARE 18 YEARS OLD AND LEGALLY COMPETENT TO ENTER INTO LEGALLY BINDING CONTRACTS.

2.2. IF YOU ARE A COMPANY, YOU CONFIRM AND UNDERTAKE THAT THE COMPANY HAS PASSED ALL RESOLUTIONS NECESSARY TO ENTER INTO THIS AGREEMENT, AND THAT THE COMPANY AND ITS DIRECTORS HAVE ALL THE NECESSARY POWER AND LEGAL COMPETENCY TO ENTER INTO LEGALLY BINDING CONTRACTS.

2.3. YOU ACKNOWLEDGE THAT YOU WILL AT ALL TIMES FOR THE DURATION OF THIS AGREEMENT:

2.3.1. ACT AS AN INDEPENDENT SALES AGENT, AUTHORIZED TO MARKET (ON YOUR OWN ACCOUNT) THE PRODUCTS MANUFACTURED BY UNICITY; AND

2.3.2. INTRODUCE CUSTOMERS AND/OR OTHER SALES AGENTS TO UNICITY TO ENABLE SUCH CUSTOMERS AND/OR SALES AGENTS TO PURCHASE THE PRODUCTS FROM UNICITY;

3. THIS AGREEMENT AND OTHER AGREEMENTS:

3.1. THIS AGREEMENT BECOMES BINDING ON YOU AND US WHEN:

3.1.1. YOU SIGN THE HARD COPY OF THIS AGREEMENT OR (IF IT IS AVAILABLE) SUBMIT THE AGREEMENT ELECTRONICALLY VIA THE UNICITY WEBSITE; AND

3.1.2. YOU PAY TO US (IN CLEARED FUNDS INTO OUR BANK ACCOUNT):

3.1.2.1 THE ANNUAL LICENSE FEE OF €25; AND

3.1.2.2 THE START UP ADMINISTRATIVE FEE OF €10

3.2. YOU CONFIRM THAT YOU HAVE READ THE UNICITY DOCUMENT ENTITLED "POLICIES & PROCEDURES" ("POLICIES"), AND AGREE TO ACCEPT AND ABIDE BY ITS CONTENT (INCLUDING BUT NOT LIMITED TO ALL POLICIES, PROCEDURES, TERMS AND CONDITIONS REGULATING YOUR BUSINESS RELATIONSHIP WITH UNICITY), SAVE AS AMENDED BY THIS AGREEMENT.

3.3. YOU AGREE TO ACCEPT AND ABIDE BY ANY WRITTEN AMENDMENTS, ADDITIONS AND/OR ADDENDUMS TO THE POLICIES PUBLISHED FROM TIME TO TIME BY UNICITY.

3.4. YOU UNDERTAKE AT ALL TIMES TO COMPLY WITH THE POLICIES AND ACKNOWLEDGE THAT ANY BREACH BY YOU OF THE POLICIES MAY RESULT IN THE TERMINATION OF THIS AGREEMENT.

3.5. YOU ACKNOWLEDGE THAT YOU HAVE READ THE UNICITY AWARD PLAN ("PLAN") AND UNDERTAKE THAT YOU WILL ACCEPT ANY WRITTEN AMENDMENTS, ADDENDUMS AND/OR ADDITIONS TO THE PLAN FROM TIME TO TIME.

3.6. YOU ACKNOWLEDGE AND AGREE THAT THE POLICIES AND THE PLAN SHALL FORM PART OF THE CONTRACTUAL AGREEMENT BETWEEN YOU AND UNICITY.

3.7. YOU UNDERSTAND AND ACCEPT THAT ANY BREACH OF THIS AGREEMENT, THE POLICIES, THE PLAN AND/OR ANY OTHER AGREEMENTS OR OBLIGATIONS THAT YOU HAVE ENTERED INTO WITH UNICITY OR AN AFFILIATED ORGANISATION, CAN LEAD TO THE TERMINATION OF YOUR AGENCY OR TO OTHER DISCIPLINARY AND/OR LEGAL ACTION.

4. DISTRIBUTORSHIP AND SPONSORING

4.1. BY ENTERING INTO THIS AGREEMENT YOU BECOME AN AGENT OF UNICITY. THIS AGENCY CONSTITUTES THE GRANT BY US TO YOU OF A NONE EXCLUSIVE RIGHT TO MARKET OUR PRODUCTS AND TO INTRODUCE CUSTOMERS TO US. YOU ARE RESPONSIBLE FOR THE MARKETING OF THE PRODUCTS TO CUSTOMERS AND THE INTRODUCTION OF SUCH CUSTOMERS TO UNICITY. IN THE MARKETING OF THE PRODUCTS YOU ACT AS A SALES REPRESENTATIVE ONLY, RESPONSIBLE FOR INTERMEDIATING THE SALE OF PRODUCTS BY UNICITY DIRECTLY TO THE CUSTOMER.

4.2. YOU ACKNOWLEDGE THAT YOU ARE ONLY PERMITTED TO BUY PRODUCTS FROM US WITH THE SOLE INTENTION THAT THE PRODUCTS PURCHASED BY YOU ARE FOR YOUR PERSONAL CONSUMPTION. UNICITY RESERVES THE RIGHT ABSOLUTELY AT ITS DISCRETION TO DETERMINE WHAT CONSTITUTES PERSONAL CONSUMPTION. UNICITY FURTHER RETAINS THE ABSOLUTE RIGHT AT ITS DISCRETION TO REFUSE TO SUPPLY PRODUCTS TO YOU FOR WHATEVER REASON (INCLUDING BUT NOT LIMITED TO DETERMINATION BY UNICITY THAT AN ORDER PLACED BY YOU WOULD RESULT IN EXCESS PRODUCTS BEING DELIVERED TO YOU WHICH EXCEED WHAT UNICITY DEEM TO BE REASONABLY CAPABLE OF PERSONAL CONSUMPTION IN ANY GIVEN MONTH).

4.3. YOU CONFIRM THAT YOU ARE NOT AUTHORIZE TO PURCHASE PRODUCTS WITH THE INTENTION OF RESELLING THE PRODUCTS TO CUSTOMERS, THIRD PARTIES AND/OR OTHER DISTRIBUTORS OF UNICITY. YOU UNDERTAKE NOT TO RETAIL THE PRODUCTS OR PLACE THEM ON THE MARKET UNTIL SUCH TIME AS UNICITY CONFIRMS THAT SUCH PRODUCTS ARE AUTHORIZED FOR RETAIL.

4.4. IN THE EVENT THAT YOU RESELL PRODUCTS AND SUCH PRODUCTS ARE NOT AUTHORIZED (FOR WHATEVER REASON INCLUDING BUT NOT LIMITED TO LACK OF REGISTRATION) FOR RESALE IN ANY COUNTRY, THEN THE PLACING OF THE PRODUCTS ON THE MARKET (INCLUDING THE UNAUTHORIZED SALE OF SUCH PRODUCTS) IS YOUR RISK AND YOU AGREE TO FULLY AND UNCONDITIONALLY INDEMNIFY UNICITY AGAINST ANY CLAIM, LOSS, DEMAND, PROCEEDING, ACTION OR DAMAGES ARISING OUT OF THE UNAUTHORIZED SALE OF THE PRODUCTS. THIS INDEMNITY SHALL BE A CONTINUING INDEMNITY WITHOUT LIMIT IN QUANTUM OR TIME, AND SHALL ENDURE AFTER THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

4.5. YOU ACKNOWLEDGE THAT IN ORDER TO BECOME A AGENT, YOU ARE NOT REQUIRED TO PURCHASE ANY PRODUCTS BUT YOU ARE REQUIRED TO PURCHASE THE "STARTER KIT" AS SPECIFIED ON THE FRONT OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU WILL NOT EARN ANY COMMISSION ON THE PURCHASE OF THE STARTER KIT.

4.6. AS AN AUTHORIZED SALES AGENT, YOU ARE RESPONSIBLE FOR THE MARKETING OF THE PRODUCTS, AND THE RECRUITMENT OF NEW SALES AGENTS AND THEIR TRAINING IN THE NAME OF UNICITY.

4.7. YOU UNDERSTAND AND AGREE THAT AT ALL TIMES YOU ARE AN INDEPENDENT CONTRACTOR AND THEREFORE YOU ARE NEITHER AN EMPLOYEE, PARTNER NOR LEGAL

REPRESENTATIVE OF UNICITY. YOU AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR ALL MATTERS RELATING TO YOUR BUSINESS INCLUDING BUT NOT LIMITED TO ALL LEGAL REQUIREMENTS REGARDING YOUR BUSINESS; COMPLIANCE WITH ALL NATIONAL LAWS APPLICABLE TO YOU AND YOUR BUSINESS; AND PAYMENT BY YOU OF ALL TAXES (INCLUDING BUT NOT LIMITED TO CORPORATE TAXES, VAT AND/OR SOCIAL SECURITY). YOU UNDERTAKE TO FULLY AND UNCONDITIONALLY INDEMNIFY UNICITY AGAINST ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, DAMAGES, PENALTIES OR AWARDS ARISING OUT OF THIS CLAUSE.

4.8. YOU UNDERTAKE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR BUSINESS ACTIVITIES AND YOU ACCORDINGLY AGREE THAT NEITHER UNICITY (OR ANY OF ITS ASSOCIATED COMPANIES) NOR ANY OF ITS EMPLOYEES SHALL BE LIABLE FOR ANY ACTS OR OMISSIONS ON YOUR ACCOUNT WHICH RESULTS IN A BREACH OF ANY LAW OR OBLIGATION (STATUTORY OR OTHERWISE) HOWSOEVER ARISING.

4.9. YOU AGREE TO INDEMNIFY UNICITY (AND ANY OF ITS ASSOCIATED COMPANIES), ITS AUTHORISED REPRESENTATIVES, EMPLOYEES, LEGAL SUCCESSORS, DISTRIBUTORS FOR ANY DAMAGES CAUSED BY ANY ACTIONS, OMISSIONS, CLAIMS, DAMAGES OR DEMANDS ARISING OUT OF YOUR BUSINESS DEALINGS (INCLUDING BUT NOT LIMITED TO THE MARKETING OF THE PRODUCTS AND/OR THE RECRUITMENT OF NEW AGENTS).

4.10. YOU ARE AUTHORIZED TO RECRUIT NEW AGENTS IN ACCORDANCE WITH THE PROVISIONS SPECIFIED IN THE POLICIES, SUCH RECRUITMENT TO BE KNOWN AS "SPONSORING". YOU UNDERTAKE TO RECRUIT NEW AGENTS ONLY WITHIN THE TERRITORY OF YOUR HOME COUNTRY (AS OUTLINED ON THE FRONT OF THIS AGREEMENT) AND YOU UNDERTAKE NOT TO RECRUIT AGENTS IN OTHER COUNTRIES SAVE AS OTHERWISE AUTHORIZED IN THE POLICIES OR WITH THE WRITTEN AUTHORITY OF UNICITY.

4.11. UNICITY CAN, AT ITS DISCRETION, EITHER ACCEPT OR DECLINE APPLICATIONS BY AGENTS WHOM YOU HAVE SPONSORED.

4.12. YOU ARE RESPONSIBLE FOR THE TRAINING AND SUPPORT OF EACH AGENT YOU RECRUIT OR SPONSOR. YOU WILL USE YOUR BEST ENDEAVORS TO PROVIDE THE BEST POSSIBLE SUPPORT TO SUCH AGENTS IN PROMOTING THE SALES OF UNICITY PRODUCTS TO END CUSTOMERS.

5. PRODUCTS AND ORDERS

5.1. AS AN AGENT YOU ARE ENTITLED TO PURCHASE PRODUCTS FOR PERSONAL CONSUMPTION ONLY.

5.2. OUR WEBSITE, CATALOGUE AND BROCHURE ARE SOLELY FOR THE PROMOTION OF OUR PRODUCTS IN THE NETHERLANDS AND THE UK.

5.3. IF YOU ORDER PRODUCTS (YOUR "ORDER") FROM US WE SHALL ASSIGN AN ORDER NUMBER TO THE ORDER AND INFORM YOU OF IT WHEN WE CONFIRM THE ORDER

5.4. YOU MAY MAKE A CHANGE TO THE ORDER FOR PRODUCTS AT ANY TIME 5 DAYS BEFORE WE DISPATCH THE PRODUCTS TO YOU BY CONTACTING US. WHERE THIS MEANS A CHANGE IN THE TOTAL PRICE OF THE PRODUCTS, WE WILL NOTIFY YOU OF THE AMENDED PRICE IN WRITING. YOU CAN CHOOSE TO CANCEL THE ORDER.

5.5. YOU UNDERSTAND AND AGREE THAT UNICITY IS NOT OBLIGATED TO DISPATCH PRODUCTS TO YOU UNTIL FULL PAYMENT HAS BEEN MADE BY YOU AND IS RECEIVED BY UNICITY.

5.6. UNLESS SPECIFIED OTHERWISE IN WRITING, YOU WILL PAY THE DELIVERY COST ASSOCIATED WITH EACH DELIVERY OF PRODUCT WHICH YOU HAVE ORDERED. THE DELIVERY COST MUST BE PAID AT THE SAME TIME AS PAYMENT FOR THE PRODUCTS.

5.7. IF YOU CHOOSE TO HAVE PRODUCTS SHIPPED TO YOU AUTOMATICALLY (AN "EASYSHIP AGREEMENT") THEN, SUBJECT TO US BEING PAID BY YOU IN CLEARED FUNDS, THEN YOUR MUST BE RECEIVED AT THE LATEST BY THE 10TH OF EACH MONTH. IF THE ORDER IS RECEIVED BY THIS DATE WE WILL DISPATCH YOUR PRODUCTS TO YOU AT THE LATEST ON THE 20TH OF EACH MONTH.

5.8. YOU AGREE THAT EACH EASYSHIP AGREEMENT SHALL CONTINUE TO APPLY EACH MONTH, WITH PRODUCT BEING DISPATCHED TO YOU EACH MONTH, UNTIL SUCH TIME AS YOU NOTIFY US IN WRITING THAT YOU WISH TO CANCEL THE EASYSHIP AGREEMENT.

5.9. THE TERMS OF THE EASYSHIP LOYALTY POINTS PROGRAM (AS PUBLISHED FROM TIME TO TIME ON THE UNICITY WEBSITE WWW.UNICITYLIBRARY.COM) SHALL APPLY TO THIS AGREEMENT.

5.10. YOU AGREE THAT THE FIRST EASYSHIP AGREEMENT YOU ENTER INTO IS BINDING FOR 90 DAYS AND YOU SHALL NOT HAVE THE RIGHT TO CANCEL THE EASYSHIP AGREEMENT DURING THIS 90 DAY PERIOD. AFTER THIS PERIOD HAS ENDED, YOU UNDERSTAND THAT YOU CAN CANCEL YOUR EASYSHIP AGREEMENT IN WRITING, BY FILLING OUT AN EASYSHIP AGREEMENT FORM WITH THE NOTE "CANCEL EASYSHIP AGREEMENT" ON THE TOP OF THE PAGE AND SENDING IT TO UNICITY. THE CANCELLATION FORM MUST BE RECEIVED BY THE UNICITY CUSTOMER SERVICE DEPARTMENT WITHIN 10 WORKING DAYS BEFORE THE NEXT SHIPMENT DATE. SHOULD THE CANCELLATION BE RECEIVED IN LESS THAN 10 WORKING DAYS BEFORE THE NEXT SHIPMENT DATE, YOU UNDERSTAND THAT THE PRODUCTS WILL STILL BE SHIPPED AND THE EASYSHIP AGREEMENT WILL NOT BE CANCELLED UNTIL AFTER THIS PERIOD.

5.11. IN RESPECT OF PRODUCTS ORDERED BY YOU FOR PERSONAL CONSUMPTION, YOU ACKNOWLEDGE THAT YOU HAVE ALREADY CONSUMED AT LEAST 70% OF ALL PRODUCT PREVIOUSLY BOUGHT TO YOU.

6. PRODUCT GUARANTEE

6.1. THE PRODUCTS COME WITH A CUSTOMER AND PRODUCT SATISFACTION GUARANTEE. ALL RETAIL CUSTOMERS ARE ENTITLED TO BENEFIT FROM THIS SATISFACTION GUARANTEE. PLEASE REFER TO THE SATISFACTION GUARANTEE SPECIFIED IN THE POLICIES.

6.2. THE SATISFACTION GUARANTEE IS ONLY AVAILABLE TO RETAIL CUSTOMERS, BEING CUSTOMERS WHO ORDER PRODUCTS FOR PERSONAL CONSUMPTION AND IT DOES NOT APPLY TO YOU IN YOUR CAPACITY AS AN AUTHORIZED SALES AGENT OF UNICITY.

6.3. PRODUCTS ORDERED FOR PERSONAL CONSUMPTION MAY BE RETURNED IF YOU ARE NOT HAPPY WITH THE PRODUCTS OR IF YOU CHANGE YOUR MIND. YOU MAY RETURN THEM TO US AT YOUR COST WITHIN 14 CALENDAR DAYS OF RECEIPT OF THE PRODUCTS. YOU WILL BE REQUIRED TO SEND TO US PROOF OF PURCHASE OF THE PRODUCTS, SUBJECT TO THE TERMS OF THE SATISFACTION GUARANTEE SET OUT IN THE POLICIES, THE PRODUCTS MUST NOT BE IN A CONDITION WORSE THAN THAT IN WHICH YOU RECEIVED THE PRODUCTS. YOU MUST PAY THE COST OF RETURNING THE PRODUCTS TO UNICITY.

6.4. THIS GUARANTEE IS IN ADDITION TO AND DOES NOT AFFECT YOUR LEGAL RIGHTS IN RELATION TO THE PRODUCTS THAT ARE FAULTY OR NOT AS DESCRIBED.

6.5. THE SATISFACTION GUARANTEE DOES NOT EXTEND TO ANY INDIVIDUAL OR COMPANY WHO ORDERS PRODUCTS IN THE COURSE OF ITS BUSINESS WITH THE INTENTION OF RESELLING THE PRODUCTS. PRODUCTS ORDERED BY ANY INDIVIDUAL IN THE COURSE OF THEIR BUSINESS ARE ENTITLED TO RETURN PRODUCTS TO US IN ACCORDANCE WITH THE TERMS OF THE POLICIES.

7. PRICE AND PAYMENT

7.1. THE PRICE OF THE PRODUCTS WILL BE SET OUT IN OUR PRICE LIST IN FORCE AT THE TIME WE CONFIRM YOUR ORDER. OUR PRICES MAY CHANGE AT ANY TIME, BUT PRICE CHANGES WILL NOT AFFECT ORDERS THAT WE HAVE CONFIRMED WITH YOU.

7.2. THESE PRICES INCLUDE VAT. HOWEVER, IF THE RATE OF VAT CHANGES BETWEEN THE DATE OF THE ORDER AND THE DATE OF DELIVERY OR PERFORMANCE, WE WILL ADJUST THE RATE OF VAT THAT YOU PAY, UNLESS YOU HAVE ALREADY PAID FOR THE PRODUCTS IN FULL BEFORE THE CHANGE IN THE RATE OF VAT TAKES EFFECT.

7.3. THE PRICES FOR THE PRODUCTS EXCLUDE DELIVERY COSTS, WHICH WILL BE ADDED TO THE TOTAL AMOUNT DUE.

7.4. IT IS ALWAYS POSSIBLE THAT, DESPITE OUR BEST EFFORTS, SOME OF THE PRODUCTS WE SELL MAY BE INCORRECTLY PRICED. WE WILL NORMALLY CHECK PRICES AS PART OF OUR DISPATCH PROCEDURES SO THAT, WHERE THE PRODUCTS' CORRECT PRICE IS LESS THAN OUR STATED PRICE, WE WILL CHARGE THE LOWER AMOUNT WHEN DISPATCHING THE PRODUCTS TO YOU. IF THE PRODUCTS' CORRECT PRICE IS HIGHER THAN THE PRICE STATED ON OUR SITE OR PRICE LIST, WE WILL CONTACT YOU TO TELL YOU AND FOR YOUR INSTRUCTIONS.

7.5. WHERE WE ARE PROVIDING PRODUCTS TO YOU, YOU MUST MAKE PAYMENT FOR PRODUCTS IN ADVANCE BY CREDIT OR DEBIT CARD.

7.6. IF YOU DO NOT MAKE ANY PAYMENT DUE TO US BY THE DUE DATE FOR PAYMENT, WE MAY CHARGE INTEREST TO YOU ON THE OVERDUE AMOUNT AT THE RATE OF 3% A YEAR ABOVE THE BASE LENDING RATE OF THE BARCLAYS BANK FROM TIME TO TIME. THIS INTEREST SHALL ACCRUE ON A DAILY BASIS FROM THE DUE DATE UNTIL THE DATE OF ACTUAL PAYMENT OF THE OVERDUE AMOUNT, WHETHER BEFORE OR AFTER JUDGMENT. YOU MUST PAY US INTEREST TOGETHER WITH ANY OVERDUE AMOUNT.

7.7. HOWEVER, IF YOU DISPUTE AN INVOICE IN GOOD FAITH AND CONTACT US TO LET US KNOW PROMPTLY AFTER YOU HAVE RECEIVED AN INVOICE THAT YOU DISPUTE IT, CLAUSE 7.6 WILL NOT APPLY FOR THE PERIOD OF THE DISPUTE.

8. CHANGES

8.1. WE RESERVE THE RIGHT TO CHANGE OR AMEND THESE TERMS FROM TIME TO TIME WITHOUT ANY PRIOR NOTICE TO YOU. THE AMENDED DOCUMENT WILL BE UPLOADED TO THE UNICITY WEBSITE WWW.UNICITYLIBRARY.COM.

9. DELIVERY

9.1. PLEASE NOTE THAT TIMESCALES FOR DELIVERY AND DELIVERY CHARGES WILL VARY DEPENDING ON THE AVAILABILITY OF THE PRODUCTS AND YOUR ADDRESS. WHILST WE DO ACCEPT ORDERS FROM OUTSIDE THE NETHERLANDS THE COST OF DISPATCHING AND DELIVERING THE PRODUCTS WILL VARY DEPENDING ON YOUR LOCATION.

9.2. IF YOU HAVE ASKED TO COLLECT THE PRODUCTS FROM OUR PREMISES, YOU CAN COLLECT THE PRODUCTS FROM US AT ANY TIME DURING OUR WORKING HOURS OF 9AM TO 5PM ON WEEKDAYS.

9.3. DELIVERY OF THE ORDER SHALL BE COMPLETED AND DEEMED TO HAVE TAKEN PLACE WHEN WE DELIVER THE PRODUCTS TO THE LOGISTICS COMPANY ASSIGNED TO CARRY THE PRODUCTS TO YOUR ADDRESS OR TO YOU (IF YOU CHOOSE TO COLLECT THE PRODUCTS FROM OUR PREMISES) AND THE PRODUCTS WILL BE YOUR RESPONSIBILITY FROM THAT TIME AND YOU AGREE TO CARRY THE RISK OF DAMAGE TO THE PRODUCTS WHILST IN TRANSIT TO YOU.

9.4. TO THE EXTENT THAT PRODUCTS ARE NOT DESPATCHED TO A HOME ADDRESS, BUT INSTEAD DESPATCHED TO A DELIVERY ADDRESS, THE DISTRIBUTION TAKES THE RESPONSIBILITY FOR HOW THE PRODUCTS ARE DEALT WITH FROM THAT ADDRESS, INCLUDING THE LIABILITY FOR DAMAGE AT THE ADDRESS.

9.5. UNICITY DOES NOT ACCEPT LIABILITY FOR ANY COST DAMAGE OR INJURY ARISING FROM THE ONWARD FORWARDING OF THE PRODUCTS.

9.6. TO THE EXTENT THAT THE DISTRIBUTOR DESPATCHED THE PRODUCTS TO AN ALTERNATIVE ADDRESS, NO WARRANTY IS GIVEN BY UNICITY THAT THE PRODUCTS ARE AUTHORISED FOR IMPORT AND RETAIL IN THE COUNTRY OF FINAL DESTINATION AND THE DISTRIBUTOR UNDERTAKES TO BE RESPONSIBLE FOR ALL COSTS, DAMAGES OR AWARDS HOWSOEVER ARISING.

10. COMMISSION

10.1. IN CONSIDERATION OF YOU INTRODUCING CUSTOMERS AND/OR DISTRIBUTORS TO US, YOU ARE ENTITLED TO EARN COMMISSION ON THE PRODUCTS ORDERED FROM US BY CUSTOMERS OR DISTRIBUTORS WHO YOU INTRODUCE TO US. THE QUANTUM OF THE COMMISSION PAYABLE IS DETERMINED BY UNICITY AND IS PUBLISHED FROM TIME TO TIME IN THE PLAN.

10.2. YOU UNDERTAKE TO BE FULLY RESPONSIBLE FOR THE FUNCTIONING OF YOUR BUSINESS, INCLUDING THE PAYMENT OF ALL RATES, TAXES, CHARGES OR OBLIGATIONS ASSOCIATED WITH YOUR BUSINESS. YOU FURTHER UNDERTAKE TO FULLY INDEMNIFY UNICITY FOR ALL TAXES, CHARGES, LOSSES, CLAIMS OR DEMANDS, HOWSOEVER ARISING, IN RELATION TO THE PAYMENT TO YOU OF COMMISSION.

10.3. THE TERMS OF THE POLICIES AND THE PLAN APPLY WITH REGARD TO THE PAYMENT TO YOU OF ANY COMMISSIONS.

10.4. YOU AGREE THAT YOU WILL NOT BE ENTITLED TO RECEIVE ANY COMMISSION UNDER THE PLAN UNLESS:

10.4.1. YOU HAVE PLACED THE REQUIRED MINIMUM ORDER EACH MONTH, AS IDENTIFIED MORE SPECIFICALLY IN THE PLAN; AND

10.4.2. YOU ARE DEEMED (AT UNICITY'S DISCRETION AND IN ACCORDANCE WITH THE TERMS OF THE POLICIES) TO BE IN 'GOOD STANDING' WITH UNICITY

11. DURATION AND TERMINATION

11.1. THIS AGREEMENT IS VALID FOR ONE (1) YEAR AFTER ACCEPTANCE BY UNICITY. THE AGREEMENT CAN BE EXTENDED BUT WILL REQUIRE YOU TO PAY THE ANNUAL RENEWAL FEE IN PLACE FROM TIME TO TIME.

11.2. UNICITY IS NOT OBLIGATED TO RENEW THIS AGREEMENT AND MAY, AT ITS SOLE DISCRETION, REJECT YOUR APPLICATION FOR THE RENEWAL OF THIS AGREEMENT.

11.3. THIS AGREEMENT CAN BE TERMINATED BY BOTH PARTIES IN ACCORDANCE WITH THE TERMS SPECIFIED FROM TIME TO TIME IN THE POLICIES.

11.4. IN THE EVENT THAT UNICITY DETERMINES THAT YOUR APPLICATION OR ANY SUBSEQUENT ANNUAL RENEWAL APPLICATION BE DECLINED, YOU HAVE NO RIGHT OR CLAIM AGAINST UNICITY (OR ANY OF ITS ASSOCIATED COMPANIES, EMPLOYEES OR AUTHORIZED REPRESENTATIVES) AND YOU UNDERTAKE NOT TO ISSUE ANY PROCEEDINGS, CLAIMS, OR DEMANDS AGAINST UNICITY IN RESPECT OF THEIR DECISION NOT TO GRANT TO YOU A AGENCY OR RENEW YOUR AGENCY.

12. EVENTS OUTSIDE OUR CONTROL

12.1. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT THAT IS CAUSED BY AN EVENT OUTSIDE OUR CONTROL (INCLUDING BUT NOT LIMITED TO

STRIKES, LOCK-OUTS, INDUSTRIAL ACTION, CIVIL COMMOTION, RIOT, TERRORIST ATTACK, FIRE, EXPLOSION, STORM, FLOOD, OR OTHER NATURAL DISASTER).

13. PERSONAL INFORMATION

13.1. WE WILL USE THE PERSONAL INFORMATION YOU PROVIDE TO US TO:

13.1.1. PROVIDE THE PRODUCTS;

13.1.2. PROCESS YOUR PAYMENT FOR SUCH PRODUCTS; AND

13.1.3. INFORM YOU ABOUT SIMILAR PRODUCTS OR SERVICES THAT WE PROVIDE.

13.2. YOU AGREE THAT WE MAY PASS YOUR PERSONAL INFORMATION TO CREDIT REFERENCE AGENCIES AND THAT THEY MAY KEEP A RECORD OF ANY SEARCH THAT THEY DO.

13.3. WE WILL NOT GIVE YOUR PERSONAL DATA TO ANY OTHER THIRD PARTY.

14. GENERAL

14.1. YOU ARE NOT PERMITTED TO MISREPRESENT, CHANGE, REPACK, ALTER LABELS OR ALTER ANY OF THE PRODUCTS IN ANY WAY, OR SELL THE PRODUCTS UNDER DIFFERENT NAMES OR LABELS OTHER THAN THOSE AUTHORISED BY UNICITY.

14.2. YOU ARE NOT AUTHORIZED TO PRODUCE, SELL OR USE DOCUMENTS AND/OR MARKETING MATERIAL (INCLUDING BUT NOT LIMITED TO ONLINE MARKETING MATERIAL) THAT HAS NOT PREVIOUSLY BEEN AUTHORISED BY UNICITY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICIES.

14.3. THIS AGREEMENT CANNOT BE TRANSFERRED, SOLD, ASSIGNED OR OTHERWISE DEALT WITH BY YOU WITHOUT THE PRIOR WRITTEN CONSENT OF THE UNICITY. UNICITY IS ENTITLED TO TRANSFER ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT TO ANOTHER ORGANIZATION.

14.4. THIS CONTRACT IS BETWEEN YOU AND UNICITY. NO OTHER PERSON SHALL HAVE ANY RIGHTS TO ENFORCE ANY OF ITS TERMS.

14.5. YOU ARE NOT ALLOWED TO USE THE INTELLECTUAL PROPERTY OF UNICITY (INCLUDING BUT NOT LIMITED TO THE NAME, TRADEMARKS OR OTHER PROTECTED RIGHTS) WITHOUT OBTAINING PRIOR WRITTEN CONSENT FROM UNICITY, AND THEN ONLY IN THE MANNER SPECIFICALLY AUTHORISED BY UNICITY.

14.6. YOU UNDERTAKE NOT TO MAKE NUTRITIONAL OR HEALTH STATEMENTS CONCERNING THE PRODUCTS, PARTICULARLY STATEMENTS WITH REFERENCE TO HEALING, ALLEVIATION OR PREVENTION OF ILLNESSES, NOR STATEMENTS CONCERNING THE PLAN THAT ARE NOT CONTAINED IN OFFICIAL LITERATURE PRODUCED AND PUBLISHED BY UNICITY FROM TIME TO TIME.

14.7. YOU UNDERTAKE TO KEEP CONFIDENTIAL ALL INFORMATION RELATING TO UNICITY AND/OR ITS DISTRIBUTORS AND/OR CUSTOMERS AND WILL COMPLY WITH THE TERMS OF THE POLICIES WITH REGARD TO SUCH INFORMATION.

14.8. YOU UNDERTAKE NOT TO HAVE A HOLDING OR OWNERSHIP (BENEFICIALLY OR OTHERWISE) IN ANY OTHER DISTRIBUTION AGREEMENT WITH UNICITY.

14.9. YOU AGREE TO ABIDE BY THE TERMS OF THE POLICIES WITH REGARD TO COMPETING PRODUCTS AND SALES OF ECOMMERCE PLATFORMS.

14.10. EACH OF THE PARAGRAPHS OF THESE TERMS OPERATES SEPARATELY. IF ANY COURT OR RELEVANT AUTHORITY DECIDES THAT ANY OF THEM ARE UNLAWFUL, THE REMAINING PARAGRAPHS WILL REMAIN IN FULL FORCE AND EFFECT.

14.11. THIS AGREEMENT IS SUBJECT TO THE LAWS OF ENGLAND AND WALES, AND THE PARTIES TO THIS AGREEMENT AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

14.12. UNICITY EXCLUDES THE LIABILITY FOR ITSELF AND ITS ASSIGNEES TOWARD AGENTS, PARTICULARLY FOR DIRECT AND INDIRECT DAMAGES AND CONSEQUENTIAL HARM CAUSED BY A DEFECT. THIS DOES NOT APPLY IN THE CASE OF GROSS NEGLIGENCE, WILLFUL INTENT OR HARM TO LIFE, BODY OR HEALTH.

14.13. YOU UNDERTAKE THAT ALL INFORMATION WHICH YOU HAVE GIVEN IN THIS AGREEMENT IS CORRECT AND AGREE THAT FALSE OR MISLEADING INFORMATION WILL ENTITLE UNICITY TO TERMINATE THE AGREEMENT WITH IMMEDIATE EFFECT.

SURNAME, FIRST NAME



APPLICANT (MANDATORY SIGNATURE/S - LEGAL ENTITIES WITH COMPANY STAMP)

CO-APPLICANT