



 UNICITY

Policies & Procedures

FOR THE UNITED STATES
Effective April 15, 2026

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The Policies & Procedures for the United States (the “Policies & Procedures”) govern the way a Unicity Distributor conducts business with Unicity, other Distributors, and Customers. The Unicity USA Compensation Plan (the “Compensation Plan”), the Independent Distributorship Agreement (the “Distributor Agreement”), and these Policies & Procedures constitute a complete contract (the “Contract”) between each respective Distributor and Unicity. A Distributor’s continuation of a Distributorship or acceptance of Awards pursuant to the Compensation Plan or acceptance of any other benefits under the Contract constitutes acceptance of the Contract and any and all amendments thereto.

The Policies & Procedures are effective and binding upon Distributors of Unicity USA Inc. as of the effective date above, and supersede all prior version of the Contract between the Distributor and Unicity or Unicity International, Inc. Unicity USA Inc. and Unicity International, Inc., along with their respective current subsidiaries, successors, and assigns, are collectively referred to herein as “Unicity”. Distributors’ activities on and after the effective date of these Policies & Procedures must be in compliance with these Policies & Procedures. Unicity may amend the Contract at any time at its discretion, and such changes shall be effective and binding no later than thirty (30) days after:

- (a) publication on www.unicity.com;
- (b) appearance in Unicity Office; and/or
- (c) any other written or electronic notice of such changes.

Unicity's Code of Ethics

As a Distributor 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 Distributor. I will perform my Unicity 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 or disparaging remarks about Unicity, its employees, its associates or Distributors.
- I will honor the terms of the Unicity Customer Product Satisfaction Guarantee with all of my Customers.
- I will fulfill my leadership responsibilities as an Enroller and/or Sponsor by making reasonable efforts to train, assist, and otherwise support the Distributors in my sales organization and Downline.
- I will respect the Sponsor relationship of every Unicity Distributor, and I will not attempt to interfere with or change these relationships.
- I will use my best efforts to perform all of the obligations of the Contract, and to the best of my ability follow the spirit, as well as the letter, of the Contract.
- I will ensure my organization's compliance with the Contract, and I understand that I am accountable for my actions and those of my downline.
- I will make no unauthorized claims about Unicity or any of the Unicity products; neither will I misrepresent the income potential of the Unicity business opportunity or Compensation Plan.
- I will not misrepresent Unicity, its products, the Compensation Plan (or my compensation) or the Unicity business opportunity; neither will I engage in any other manipulative, deceptive or illegal practice.
- I will deal in good faith and fair dealing with Unicity, its Distributors, Members, and customers.

Section 1 – Definitions

A. Active Distributor. A Distributor in good standing who has accumulated the minimum Personal Volume (“PV”) required under the Compensation Plan in a Volume Month. A Distributor must be an Active Distributor to be eligible to earn Awards.

B. Awards. Any gift, award, premium, benefit, payment, or incentive provided by Unicity to a Distributor in accordance with the Compensation Plan. Awards not claimed within ninety (90) days will be converted back into Points and credited to the Distributor’s Unicity account. Unclaimed Awards or Points at the time of Contract termination will not be granted and may be allocated to the Make Life Better Foundation. The payment of Awards is contingent upon the Distributor fulfilling all eligibility requirements, including compliance with the terms of the Contract.

C. Compensation Plan. The Unicity Compensation Plan, more fully set forth in a separate document and incorporated herein by reference, is an incentive program by which a Distributor may earn Awards. Unicity may adopt other incentive programs or plans from time to time in writing. Any incentive plan is governed by the Contract.

D. Customer. An end user who purchases Unicity products either directly or indirectly from a Distributor or through Unicity for personal use. Customers also include, but are not limited to, those participating in the Member or Retail Customer programs. Customers do not participate in the Compensation Plan and are not entitled to the benefits of being a Distributor.

E. Distributor. An independent contractor who:

- (i) has signed and completed the official Unicity Distributorship Agreement;
- (ii) which has been accepted by Unicity; and
- (iii) whose relationship with Unicity is not otherwise terminated.

A Distributor is given a license to distribute Unicity products through a Unicity Distributorship.

F. Distributor Agreement. A legally binding agreement between the Distributor and Unicity that is also referred to as the Independent Distributorship Agreement and is part of the Contract.

G. Distributorship. The right and license granted to a Distributor to purchase, sell, distribute, and promote the Unicity products and business opportunity under the terms and conditions of the Contract.

H. Downline. Distributor(s) or Member(s) directly sponsored by a Distributor, along with all Distributors or Members sponsored or placed below the Distributor are within the Downline organization.

I. Enroller. The Distributor or Member who recruits an individual may be recognized on the Distributorship Agreement as the Enroller. The Enroller may also be the Sponsor.

J. First Volume Month. The calendar month in which Unicity accepts a Distributor’s Distributorship Agreement.

K. Frontline. A Distributor or Member who is immediately below the Sponsor in the Sponsor’s or Member’s Downline.

L. Genealogy. A list of Distributorships that outlines lines of Sponsorship and provides confidential, proprietary information from Unicity to Distributors solely to support the development of their Unicity Distributorships.

M. ID Number. A unique numerical identification number assigned by Unicity to each Distributorship.

N. Personal Volume (PV). Volume purchased by a Distributor or its Customer(s) directly from Unicity during a Volume Month.

O. Points. Unicity products purchased directly from Unicity may have point values attached to each.

P. Qualify. Meeting the requirements to achieve a given Rank and/or Award under the Compensation Plan in a Volume Month.

Q. Rank. A term in the Compensation Plan used to describe the level of recognition a Distributorship has earned.

R. Sponsor. The first Distributor above a Distributorship.

S. Termination. The ending of any contractual relationship between an individual and Unicity.

T. Upline. The Sponsor above a Distributorship, and each successive Sponsor of that Sponsor’s Distributorship above that Sponsor are in the Upline.

U. Volume. The total Points assigned to a Unicity product.

V. Volume Month. The period of time used to calculate Awards and Ranks under the Compensation Plan.

Section 2 – Distributor Application and Changes

A. Application. A person may become a Unicity Distributor by paying the distributorship license fee and by doing any of the following: (i) completing, signing, and returning an original Distributorship Agreement to Unicity; (ii) signing up with Unicity over the telephone, followed by the submission of a duly completed and signed original Distributorship Agreement to Unicity within thirty (30) days thereof; or (iii) submitting an electronic Distributorship Agreement through an official Unicity channel. No product purchase is required to become a Unicity Distributor. To become a Distributor an individual or entity must provide Unicity with a valid U.S. Social Security Number or Federal Tax Identification Number for the individual or entity, along with any other documentation that Unicity may require. Unicity may void a Distributorship Agreement that is incomplete, inaccurate, unlawful, or violates a prior agreement with Unicity. A Distributor is responsible for informing Unicity of any changes affecting the accuracy of the Distributorship Agreement. The Distributorship Agreement becomes binding upon Unicity when Unicity accepts the Distributorship Agreement and the Distributor's information is entered into the Unicity database as a Distributorship in good standing. Unicity reserves the right, at its sole discretion, to reject any Distributorship Agreement.

B. Legal Entities. Unicity may allow legal entities (including corporations, partnerships trusts, and others) to become Distributors. To become a Distributor, the entity must (i) submit a completed Independent Distributorship Agreement signed by its authorized representative(s) and (ii) provide all required information and supplemental agreements as Unicity requires for the specific entity type. Entities holding Distributorships are subject to special restrictions regarding legal and beneficial interests of the parties who own, control, and/or may benefit from them. For complete information about entity requirements and restrictions, including all necessary forms and documentation, please contact Distributor Compliance at dc@unicity.com.

C. Territory. A Distributor may conduct Unicity business only in the country of its legal residence ("Home Country"). If a Distributor desires to conduct Unicity business outside of its Home Country, the Distributor may do so only pursuant to Unicity's International Sponsoring policy (see Section 4.G).

D. Beneficial Interests. A person may not, directly or indirectly, have or hold a legal, equitable or beneficial interest in, or control over, more than one Distributorship without the written consent of Unicity. This includes, but is not limited to, the Distributor being an owner, partner, shareholder, member, officer, director, trustee, beneficiary or any direct or indirect participation in any partnership, corporation, limited liability company, trust, or other entity that may be a Distributorship.

1) Without limitation, for a Distributor who is an individual, the Distributor's spouse and household members (those persons domiciled with the individual) are deemed to have a beneficial interest in any Distributorship in which the individual has an interest; and

2) A husband and wife may hold separate Distributorships only where one spouse is the Sponsor of the other spouse, or where they have the same Sponsor. Each spouse who is a qualified Distributor is wholly responsible for meeting each Distributor's:

(i) Volume requirements; (ii) Rank requirements; and (iii) any other program qualifications or requirements to be eligible to earn Awards in the Compensation Plan.

If a spouse, another member of a Distributor's household, or a person in a Distributor's management or employ, directly or indirectly engages in any act or activity that would violate the Contract if such act or activity had been performed or caused to be performed by the Distributor, such act or activity shall be imputed to the Distributor. Such acts or activities include, but are not limited to:

- a) Advancing funds, advancing or paying costs, making a loan, or otherwise aiding a third party to acquire an interest in a Distributorship;
- b) Having a family or business relationship with or with a third party who acquires, or attempts to acquire, an interest in a Distributorship without first disclosing the relationship to Unicity before any attempt of the third party to acquire such interest;
- c) Financially supporting, in any way, a third party in litigation or actions against Unicity (including advancing funds, payment of attorney's fees, payment of costs of travel, payment of expert costs or the like);
- d) Disclosing in any manner any information that is confidential, proprietary or otherwise a trade secret of Unicity to a third party or its agents;
- e) Entering into an agreement or understanding whereby a Distributor acquires a beneficial interest in another Distributorship without the prior written consent of Unicity;
- f) Assisting another Distributor to breach its Contract with Unicity; or
- g) Failing to comply with the Unicity Code of Ethics.

E. Marriage of Existing Distributors. If two existing Distributors marry, each may maintain his or her separate, independent Distributorship. After marriage, however, the rights of married Distributors to make Sponsor changes may be limited at Unicity's discretion.

F. Distributor Divorce or Business Association Dissolutions. If an action is commenced to dissolve the marriage of married Distributor(s) or to dissolve, wind up, or terminate a Distributorship held by an entity, the Distributorship Agreement(s) shall remain effective until such time as Unicity receives satisfactory written notice (from all parties or a certified court order), subject to Unicity's approval, directing otherwise. Any breach of any agreement during such period shall be governed by the terms of this Contract. Divorced Distributors or a dissolved, wound up or terminated entity shall submit to Unicity a certified copy of any legal judgment, decree or agreement specifying how future commissions should be issued. Any transfer of any interest to an individual or entity that owns or holds, directly or indirectly, a legal or beneficial interest in any other Unicity Distributorship shall be voidable in the discretion of Unicity and either or both of the Distributorships may be terminated at the discretion of Unicity.

G. Distributor Death. In the event of a Distributor's death, or the death of an individual holding a controlling interest in a Distributorship, Unicity shall allow the Distributorship of the deceased Distributor to transfer to an immediate family member, or an individual or entity specified in a legally recognized trust, a court order distributing

any assets in a probate, or as otherwise may be allowed by law in the reasonable opinion of Unicity (the "Heir"), or allow the entity's Distributorship to remain in good standing, regardless of the transfer of the controlling interest, as the case may be, regardless of whether the Heir already holds an interest in a separate Distributorship, and provided that both the Heir's Distributorship (if applicable) and the Distributorship being inherited are in good standing, and the Heir is in full compliance with the Contract. Each such Distributorship must separately Qualify in accordance with the Compensation Plan to be eligible for Awards and recognition.

To effect such a transfer, the authorized representative of the estate or trust must provide satisfactory documentation to Unicity. Any transfer of a Distributorship pursuant to this section is conditioned upon each person/entity to whom the Distributorship has been transferred executing an amended Distributorship Agreement and agreement to be bound by the Contract. Any such assignment or transfer must take place within a reasonable period.

H. Distributorship Transfers. Unicity discourages the transfer of a Distributorship or of any interest in a Distributorship. Except as set forth above in the case of the death of a Distributor, a Distributor must follow the following procedures to convey, sell, assign or otherwise transfer, voluntarily or involuntarily, a Distributorship or any interest therein (collectively referred to as "transfers"). Transfers must be approved by Unicity as outlined below:

1) The voluntary or involuntary transfer (including the transfer due to bankruptcy) of a Distributorship or of any interest therein, is subject to the approval of Unicity and is subject to right of first offer of Unicity, followed by a right of first offer of the first Active Distributor above the transferring Distributor in its Genealogy.

a) **Right of First Offer.** A Unicity Distributor who receives a Bona Fide Third-Party Offer (as hereinafter defined) to purchase a Distributorship (or to purchase a fifty-percent [50%] or more interest of an entity holding a Distributorship, in either a series of purchases or in the aggregate) shall first offer to sell such Distributorship (or such interest) to Unicity on the same terms and conditions contained in the Bona Fide Third Party Offer. Either the transferring Distributor or the proposed transferee shall deliver the Bona Fide Third Party Offer in writing to the Unicity Distributor Compliance Department and Unicity shall have thirty (30) days after receipt of such notice or its receipt of notice of any final court order (all by personal service to the Unicity Distributor Compliance Department) in which to accept the offer if it so elects. A "Bona Fide Third-Party Offer" is an arm's length written offer by a third party (not a Unicity Distributor) to purchase the Distributorship or any interest therein, or a final non-appealable court order approving the sale of the Distributorship or any interest therein to a third party (not a Unicity Distributor), 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 Distributorship. Unicity may request within ten (10) days of its receipt of the notice of the Bona Fide Third Party Offer additional evidence to determine the legitimacy of the Bona Fide Third Party Offer and shall communicate its concerns by email or by other reasonable means to the party providing the notice. The evidence shall then be provided to Unicity by personal service on the Distributor Compliance Department. Unicity shall then have ten (10) days, after receipt of the requested evidence is provided, in which to accept the offer if it so elects. Upon the exercise of such election by Unicity, and the payment of the consideration on the same terms and conditions contained in the Bona Fide Third-Party Offer, the Distributorship shall be transferred to Unicity or its assigns.

b) If Unicity fails to exercise its right of first offer within the required period, the Distributor, individual or entity, requesting

a transfer shall offer to sell the Distributorship or any interest therein to the first Active Upline Sponsor on the same terms and conditions as those contained in the Bona Fide Third-Party Offer. The first Active Upline Sponsor shall have ten (10) days, after receiving the notice, in which to accept or reject such offer. If the first Active Upline Sponsor accepts the offer, he or she must provide written notice to Unicity upon exercise of the election. Upon the exercise of such election by the first Active Upline Sponsor, and the payment of the consideration on the same terms and conditions contained in the Bona Fide Third-Party Offer, the Distributorship shall then be "merged" with the first Active Upline Sponsor's Distributorship in accordance with Unicity's Distributorship transfer procedures.

c) If the then-first Active Upline Sponsor fails to exercise the Distributor's right of first offer within the time allotted, the Distributor requesting a transfer may transfer the Distributorship or any interest therein according to the same terms and conditions contained in the Bona Fide Third-Party Offer, provided that the transferring Distributor complies with all other transferring procedures contained in the Contract and as may be established from time to time by Unicity, and executes an amended Distributorship Agreement and agreement to be bound by the Contract..

d) The right of first offer shall apply to each new Bona Fide Third-Party Offer received by the transferring Distributor.

e) The right of first offer procedures herein do not apply to the transfer of a Distributorship or any interest herein, as described below:

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 Distributor to an entity so long as the individual Distributor owns 100% of the entity.

f) A transfer of any interest (including those in Section 2.H.1.e) requires the submission of an amended Distributorship Agreement and agreement to be bound by the Contract., and supporting documentation as required by Unicity, and the prior written approval of Unicity.

2) Unicity reserves the right at its sole discretion to reject any transferee.

3) When a transfer of a Distributorship 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 Distributorship Agreement from the receiving Distributor with payment of the appropriate application fee and a written statement explaining the reason(s) for the transfer.

b) A copy of the Bona Fide Third-Party Offer. The Bona Fide Third-Party Offer must be executed by the transferring Distributor, and a notarized copy must be personally served on the Unicity Distributor Compliance Department. The Bona Fide Third-Party Offer must include the following in writing:

i) A covenant from the transferring Distributor promising that it will not, directly or indirectly, solicit, raid, cross-sponsor, or recruit any of the Distributorship's Downline, or another Unicity Distributor into any other direct selling, multilevel or network marketing organization for a period of one (1) year; and

ii) A covenant from the transferring Distributor promising that the Distributor will not, directly or indirectly, solicit any employee of Unicity for a period of one (1) year; and

iii) A liquidated damages provision requiring the transferring Distributor to pay the receiving Distributor the sum of \$10,000.00 for each instance in which the transferring Distributor violates or attempts to violate as set forth in Section 2.H.3 (b)(i) or (ii) as set forth above;

iv) An acknowledgement that the liquidated damages do not limit the right of Unicity to recover all damages suffered by it in the event of a breach of any of these provisions, and further acknowledge that Unicity reserves the right to seek any remedy in law or equity, including an injunction.

c) A termination notification from the transferring Distributor.

d) A transaction fee, payable to Unicity, not to exceed \$1,000.00, to cover expenses of Unicity and its attorneys.

e) Any other obligation or requirement, including a written agreement that transferor will not compete and will not solicit, as set forth above, that Unicity may reasonably require.

4) Any Distributor desiring to acquire a beneficial interest in another Distributor's business must first terminate their existing Distributorship and wait six (6) months before becoming eligible to purchase another Distributorship. Unicity may waive this requirement in its sole discretion. After six (6) months, the individual may reapply for a Unicity Distributorship by submitting a new Distributorship Agreement.

5) Any person who has obtained a Distributorship, or has acted as or represented itself to be a Distributor or beneficiary of a Distributorship and thereby obtained any beneficial interest or presumption of a beneficial interest in a Unicity Distributorship is bound by the duties and obligations of the Contract.

I. Account Changes to Distributorships. Account changes or corrections to the personal information on a Distributorship, (name, address, contact information etc.), may only be requested by the actual account holder. Such changes must be submitted to the Unicity Distributor Compliance Department using a new Distributorship Agreement form with the word "Amendment" written at the top to the Unicity Distributor Compliance Department, and/or such other documents that are satisfactory to Unicity. All amended forms must be completed in their entirety and signed by all principals, shareholders, partners, interest holders, or members of

the Distributorship. Name changes require appropriate legal proof of the change. For Sponsor Changes please refer to Section 4.E.

J. Home Country Change. A Distributor may request to have their Home Country changed to any country in which Unicity officially conducts business. A Home Country change may be accomplished by submitting a completed Home Country Change Form and Distributorship Agreement for the new Home Country. Purchase of the new Home Country's Distributor kit is required unless prohibited by law. A Distributor must meet all government laws and regulations to act as an independent Distributor of that country.

K. Legal Age. Distributor applicants must be at least 18 years of age at the time of application.

L. 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 individual participating in this reward trip, tour and/or any other activity is solely responsible for purchasing travel insurance policy to cover the aforementioned events.

Participants voluntarily assume all risks and dangers incidental to any activity or event and waive all claims against Unicity, the event sponsor and owner of the facility and all of their employees, agents, principals, shareholders, partners, and members. Such waiver includes all claims, whether or not they arise from the negligence of any of the said parties and in a jurisdiction where a party may waive gross negligence, the waiver includes gross negligence. If the jurisdiction prohibits the waiver of gross negligence, or willful and wanton conduct, this waiver does not include the waiver of gross negligence or of willful or wanton conduct. The waiver includes a waiver of all punitive damages or exemplary damages. Participation is subject to compliance with the Contract and all laws and facility rules. Failure to comply with the Contract, laws or facility rules may result in refusal of participation. NO REFUNDS and NO EXCHANGES will be honored.

M. Inactivity. A Distributor who has not met the definition of an Active Distributor for a period of twelve (12) consecutive Volume Months may, at Unicity's discretion, be converted from Distributor to Member status.

Section 3 – Distributor Responsibilities

A. General. Unicity honors all applicable federal, state, and local laws and regulations governing good business practices. Distributors shall adhere to these same laws. Unicity will not tolerate illegal or unethical Distributor activity and may intercede when unethical behavior is discovered or reported. Unicity reserves the right to use its reasonable judgement and discretion in determining whether Distributor's activities are unethical. Any unethical conduct may be deemed a breach or violation of the Contract and/or grounds for disciplinary action and/or grounds for termination. Unicity shall have the right to elect its remedy in the event it determines there is

illegal or unethical conduct of any Distributor. A Distributor may, as provided in this Contract, terminate their relationship with Unicity at any time. Unicity may, as provided in this Contract under Section 8.B, terminate this contract for a breach of the Contract or for unethical behavior of the Distributor or for any other reason set forth in this Contract. Examples of unethical behavior include but are not limited to the following, except where waived by Unicity:

1) Causing Unicity product(s), either directly or indirectly, to be sold on online auction or third-party websites (including, but

not limited to, eBay, Amazon or Facebook Marketplace) or any other unapproved venue or website;

2) Selling products through a Retail Establishment without first completing the required application process and receiving formal approval from Unicity.

3) Selling or otherwise supplying Unicity products to any individual or entity for the purpose of resale (see Section 5.F.4);

4) Providing to a third party a quantity of Unicity products greater than that generally consumed by an individual for personal use (see Section 5.F.4);

5) Cross-Sponsoring (see Section 3:D);

6) Downline Raiding (see Section 4:E);

7) Placing orders on another Distributor's account;

8) Using another person's credit card in any unauthorized manner whatsoever;

9) Falsely initiating credit card chargebacks;

10) Misrepresenting Unicity, its products or Compensation Plan;

11) Engaging in any deceptive, abusive, or unlawful trade practice or any illegal or unlawful activity;

12) Using advertising material without required prior approval;

13) Using Unicity's name(s), trademark(s) or logo(s) in any unauthorized manner whatsoever;

14) 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;

15) Otherwise manipulating the Compensation Plan, by among other things, violating the 70% Rule (see Section 5.F.2), holding an unauthorized beneficial interest in another Distributorship, or acquiring or transferring an interest in another Distributorship (except as set forth in Section 2.H.1.e);

16) Violating the Contract in any way;

17) Taking actions that cause Unicity or its Distributors the loss of good reputation; and/or

18) Taking or performing actions that are detrimental to Unicity's business.

B. Compensation Plan Manipulation. A Distributor may not manipulate the Compensation Plan, by among other things, violating the 70% Rule (see Section 5.F.2), holding an unauthorized beneficial interest in another Distributorship, acquiring or transferring an interest in another Distributorship (except as set forth in Section 2.H.1.3), purchasing product for gifting or dumping, buying product for another Distributor (which may qualify the other Distributor) or moving Volume and/or Downline accounts for the purpose of creating an artificial or improper increase in Award plan payouts.

C. Independent Contractor Status. A Distributor is an independent contractor, who is direct sales salesperson, and is not an agent, employee, partner or party in a joint venture with Unicity. A Distributor shall not represent that any such relationship exists except that of independent third parties in contract. A Distributor is responsible for the Distributor's own business decisions and expenditures, understanding the Compensation Plan, and for satisfying all federal, state, and local laws and regulations applicable to the Distributor. Since Unicity Distributors are independent contractors, Distributors are not eligible to claim unemployment compensation or other

benefits as a result of having been a Unicity Distributor. The manner in which the Distributor will perform and carry out their obligations under this Agreement is at their sole discretion, provided that such performance is: (i) consistent with all federal, state and local laws, ordinances, and regulations, and (ii) in accordance with the Distributorship Agreement and these Policies & Procedures.

D. Unfair Competition, "Cross-Sponsoring" and Non-Solicitation.

A Distributor may not sponsor or solicit or attempt to sponsor or solicit another Unicity Distributor, or former Unicity Distributor, into any other network-marketing or direct-selling company, with the exception of those individuals the Distributor: i) personally Sponsored, and ii) who are then positioned on the Distributor's Frontline in the Distributor's Downline. Furthermore, a Distributor may not solicit the participation of any Unicity employee or of any Unicity Distributor, with the exception of those individuals the Distributor: i) has personally Sponsored, and ii) who are then positioned on the Distributor's Frontline, to purchase any non-Unicity product from or to participate in any other direct-sales, network-marketing or multilevel-marketing company or business opportunity, directly or indirectly, without the express written consent of Unicity, and for a period of one year following the termination of Contract with the Distributor. Any consent granted from Unicity may be revoked upon proper notice at the discretion of Unicity. A Distributor may not engage in indiscriminate advertising, including using social media, that solicits purchasing of non-Unicity products from or that promotes participation in another network-marketing or direct-selling company. Each of the foregoing prohibited activities constitute unfair competition with Unicity and are also known as "Cross-Sponsoring" when done by an individual or entity holding an interest in a Distributorship. Cross-Sponsoring may be grounds for termination.

E. Distributorship Renewal. To be in good standing, a Distributor must renew the Distributorship Agreement and status annually. Annual renewal includes paying an annual Distributorship 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 Distributorship Agreement was entered into the Unicity database. Responsibility for renewal rests on each Distributor. Distributors who earn commissions equal to or exceeding the annual renewal fee in a given year may have their payment for the renewal fee waived at Unicity's sole discretion. Otherwise, any Distributor placing an order, sponsoring other Distributors, accepting Awards or other verbal or written authorization shall constitute action on the part of a Distributor that Unicity may accept as intent and agreement to the existing Contract to renew and shall constitute authorization by the Distributor to debit the Distributor's account in the amount of the renewal fee. At the election of Unicity, a Distributor who does not meet the commission threshold for a fee waiver and does not pay the renewal fee by the due date will be subject to having their Distributorship converted to Member status or terminated for non-renewal. At its sole discretion, Unicity may decline to renew a Distributorship. If a Distributorship is terminated due to non-renewal or voluntary resignation, the Distributor may not reinstate their Distributorship or regain their Rank or Downline organization existing at the time of termination, without the express written consent of Unicity. Additionally, Distributors may not apply for a new Distributorship for a period of six (6) months after termination.

F. Reporting Unethical Behavior. A Distributor who is reasonably aware of any violation of these Policies & Procedures by another Distributor shall direct such information together with any supporting evidence in writing to the Unicity Distributor Compliance Department by e-mail at dc@unicity.com within a reasonable time.

G. Consent. A Distributor hereby consents for Unicity to contact the Distributor by telephone number or email address concerning their Distributorship and Unicity business. A Distributor also hereby consents to Unicity's use of the Distributor's image.

A Distributor's image may include but is not limited to the Distributor'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 Distributor, in any form and medium whatsoever, when created in connection with any Unicity products or business opportunity or any events, promotions, and conventions to advertise, promote, and publicize Unicity products or the Unicity business opportunity. Unicity may continue to use such image even if the Distributor ceases to be associated with Unicity.

H. Policy Enforcement. Each Distributorship Agreement is a separate and enforceable contract between the Distributor 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 Distributors equally. The failure of Unicity to enforce any provision(s) of the Contract with one Distributor does not waive Unicity's right to enforce any such provision(s) with any other Distributor, or subsequently with that same Distributor

I. Genealogies. Unicity desires to protect itself and its Distributors from inappropriate and unfair competition. Lists of Unicity Distributors, activity reports, Genealogy, Customer reports, and other information about Distributors or Customers, whether partial or complete, provided by or originating from Unicity or any Distributor, may not be published, disseminated or reproduced in any form or way or in any part by a Distributor. Genealogies, including as amended from time to time, are confidential and are the sole and exclusive proprietary property and trade secrets of Unicity regardless of whether such Genealogies are marked confidential or proprietary. A Distributor acknowledges and agrees that Unicity currently maintains and has derived, compiled, and configured Genealogies through the expenditure of considerable time, effort, and monetary resources. Without Unicity's prior written consent, such Genealogies shall not be disclosed by Distributors to any third party (including other Distributors or a Distributor's attorney, accountant, etc.) 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 genealogies to Distributors for a fee. Unicity may at its sole discretion refuse to provide genealogies to any Distributor.

2) Genealogies, including all portions thereof, always remain the confidential and exclusive property of Unicity and must be returned to Unicity after use or upon request by Unicity. The publication of Distributor or Customer names or a portion of the Genealogy by Unicity does not authorize a Distributor to publish such information again. A Distributor agrees to the following:

a) To limit the use of Genealogies to the intended scope of the Genealogy and to exclusively advance a Distributor's Unicity-related business;

b) To hold confidential and not disclose any Genealogies or portion thereof to any third party, including, but not limited to, existing Distributors, competitors, and the general public. Any unauthorized use or disclosure of a Genealogies constitutes misuse, misappropriation, and a violation of the Contract and may cause irreparable harm to Unicity;

c) That upon any violation of the Contract, the Distributor will stipulate to injunctive relief, enjoining the use of any Genealogies or other confidential information, and retrieve and return to Unicity all existing documents previously provided to the Distributor;

d) That intended or unintended misuse of a Genealogy is a breach of the Contract may be cause for termination of a Distributorship, whether or not such misuse causes irreparable harm to Unicity or one of its Distributors; and

e) That the obligations under this section will survive the termination of the Distributorship Agreement and the Contract.

3) Unicity reserves the right to pursue all appropriate remedies under applicable law, including at law or equity. Any failure to

pursue such remedies will not constitute a waiver of Unicity's rights.

J. Distributors and Unicity Employees. A Distributor may not enter into a business relationship of any form with any Unicity employee, affiliate or vendor without the prior express written consent of a Unicity corporate officer. A Distributor may not give cash, favors, gifts, or the like, to a Unicity employee, except small tokens or gifts of appreciation (not to exceed, in the aggregate, one hundred dollars (\$100.00) in value annually).

K. Confidential Information. Distributor acknowledges that, in connection with this Contract and the performance of Distributor's obligations hereunder, Distributor may acquire nonpublic and proprietary information relating to the Company, other Distributors, and/or Customers (collectively, the "Confidential Information"). In order to protect the Confidential Information, Distributors will not use and/or disclose such Confidential Information except (a) in connection with the performance of the Distributor's duties pursuant to the Contract, and (b) in accordance with all applicable laws and regulatory requirements, including, but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996, 110 Stat. 1936 ("HIPAA"), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the federal Stark Law (42 U.S.C. §1395nn), the federal False Claims Act (31 U.S.C. §§ 3729-3733), and all applicable regulations of the FDA.

This Confidential Information section shall apply to the Distributor and to all its principals, shareholders, partners, members, associates and employees. The obligations under this section will survive the termination of the Distributorship Agreement and the Contract.

L. Records and Audits. For the protection of Unicity's Distributors and Customers, Distributors are required to maintain reasonable records and comply with Unicity's verification and audit processes, including as follows:

1) Record Retention. During the term of the Contract and for two (2) years following its termination, a Distributor must maintain complete and accurate records sufficient to demonstrate compliance with the Contract, including, but not limited to, customer receipts (as stated in Section 5.F below), product inventory records, purchase and payment records, and financial account statements used in connection with the Distributorship.

2) Right of Verification and Audit. During the term of the Contract and for one (1) year following resignation or termination, Unicity may verify a Distributor's compliance with the Contract. Upon fifteen (15) days' written notice, the Distributor agrees to make the records in Section 3.L.1, and any related systems or accounts, available for inspection by Unicity or its designated representative. Unicity may conduct the inspection remotely or on-site at its discretion. The failure to cooperate fully, including the production of incomplete or misleading records, constitutes a violation of the Contract, and may result in disciplinary action as set forth in Section 8.C.

Section 4 – Sponsoring

A. Sponsoring. Sponsoring is an important part of being a Unicity Distributor and carries with it many benefits and responsibilities. A Distributor may act as the Sponsor for a Distributorship applicant so long as the Sponsor is in good standing with Unicity. If more than one Distributor claims Sponsorship of the same person, Unicity will determine the Sponsor in its sole discretion.

B. Prospective Distributor Information. A Sponsor must clearly state in all presentations to prospective Distributors that no product purchase is required to become a Distributor and that there is no compensation or Awards granted to any Distributor solely for sponsoring new Distributors.

C. Duties of a Sponsor. A Sponsor has various duties and responsibilities toward their Downline which include the following:

- 1) To offer reasonable support, information, and assistance as well as reasonable supervisory, marketing, selling, and training support;
- 2) To reasonably ensure that the Downline understands and complies with the most current terms and conditions of the Contract including the Distributorship Agreement, the Policies & Procedures, Compensation Plan, and the Member Terms and Conditions including the prohibition against selling Unicity products on online auction and third-party commercial sites; (see Section 3.A.1); and
- 3) To reasonably attempt to resolve disputes arising within their Downline, promptly and amicably, without promulgating negative information to other Downline Distributors or any other persons.

D. Placement Program. When a new Distributor is entered into the Unicity database with their Enroller and Sponsor being the same person, the Enroller has the option to “Place” the new Distributor under a different Sponsor’s downline in the Distributor’s organization during the first 60 days after the new Distributor’s Distributorship Agreement has been accepted by Unicity. The initial Enroller shall remain the same.

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

Unicity may, at its discretion, allow a Distributor to change Sponsors. Unless waived by Unicity, the following conditions apply to any change of Sponsors:

- 1) A Distributor wishing to change its Sponsor must resign and may not reapply for a new Distributorship for six (6) months; or
- 2) A Distributor desiring the change must submit a Sponsor Change request to the Distributor Compliance Department, which request must include: (i) an acceptance letter from the new Sponsor, (ii) an amended Distributorship Agreement with the new Sponsor information listed, (iii) payment of the required \$100.00 fee, and (iv) the following signatures:
 - a) The first three (3) Active Upline Distributors in good standing if the requesting Distributor has not yet reached the Rank of

Manager, or the first eight (8) Active Upline Distributors in good standing if the requesting Distributor has ever reached the Rank of Manager or higher; and

- b) Any other Distributor who would reasonably and materially be adversely affected by the change.

- 3) A Distributor’s Downline organization may not move with a Distributor in the Sponsor change process. Notwithstanding the foregoing, Unicity may approve, under certain circumstances and conditions, an Organization to be positioned elsewhere in the Unicity Genealogy. Additional requirements and fees are applicable when requesting an organizational move. The Distributorship and subsequent Upline, under which the Organization is placed, may immediately Qualify for Awards by meeting the requirements as outlined in the Compensation Plan. However, the acquired volume from this Organization in the Distributorship and their Upline will not count toward qualification for future Awards. The Distributorship and subsequent Upline may still Qualify for the Chairman’s Club Bonuses upon terms agreed upon by Unicity and only at Unicity’s discretion.

F. Sponsoring Unicity Employees. A Distributor shall not solicit or Sponsor employees of Unicity or members of the employee’s household to be Unicity Distributors.

G. International Sponsoring. Distributors may Sponsor Distributors in foreign countries under the following conditions:

- 1) All actions of the Sponsoring Distributors must comply with both these Unicity Policies & Procedures and the Unicity Policies & Procedures of the foreign Country.
- 2) The prospective Distributor is legally able to open a Distributorship in the foreign country, in which Unicity is accepting Distributors.
- 3) Distributors may not engage in blind prospecting without prior written approval from Unicity. Many countries and localities have strict laws that forbid solicitations or advertising for leads.
- 4) Distributors may not import or export any Unicity products into a market in which the product is not approved, as determined by Unicity in its sole discretion. Even though Unicity products with the same name may be offered by Unicity in two different countries, the products themselves may be different.
- 5) Distributors agree to comply with the United States export policies and regulations, including the Export Administration Act.
- 6) Distributors may not use Unicity literature or promotional statements from one country in any other country.
- 7) Awards or earnings are based on the rules of the applicable Compensation Plan for the foreign country. Distributor’s earnings and Awards based on the foreign country’s Compensation Plan are calculated based on the Distributor’s Rank in accordance with the Compensation Plan of the market where the Awards are earned. A Distributor is paid from that Distributor’s Home Country in the Home Country currency. Distributors are not paid any Awards, in the form of bonuses, under the Compensation Plan of the foreign country. Distributors are only paid on foreign PV if they maintain the Rank of Manager or above in

their own Home Country. Distributors may be subject to income tax withholding requirements in the foreign country. When applicable, withholdings will be deducted from the Distributors Awards. All other rules related to Awards, whether in the Home Country or the foreign country, apply to Distributor Awards.

Section 5 – Ordering Products and Sales Materials

A. Ordering, Receiving, and Payment Guidelines

- 1) A Distributor may order products by placing an order with Unicity and making proper payment.
- 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 Distributor 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, Distributors should immediately inspect the order to ensure that it is complete and undamaged. Distributors should inspect each product, making sure that no products are expired or soon to be expired, damaged, or tampered with. Additionally, Distributors should inspect each product to confirm that the product's seal has not been broken.
 - a) If an order is incomplete, the Distributor should immediately contact the Unicity Customer Service Department; and
 - b) If a Distributor discovers, upon inspection, that an order is damaged, the Distributor must file a claim with the carrier for goods damaged in transit. The Distributor should notify also Unicity Customer Service of any orders that are found to be damaged upon receipt. If a Distributor receives product that has been tampered with, has broken seals, or is expired or will soon be expired, this information should immediately be provided to Unicity Customer Service.
- 4) If a shipment is lost or missing, the Distributor should 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 Distributor 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 Distributor's responsibility to provide Unicity with the correct shipping address. Distributors may be subject to a minimum fee of \$20.00 per box for redelivery or refused packages.
- 7) All 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 and out of direct sunlight. Unicity is not responsible for product that is damaged due to improper storage. Prior to offering any products for sale to Customers, Distributors

should inspect each product to ensure that it remains properly sealed and has not reached its expiration date. Unsealed or expired products may not be sold.

- 8) Distributors agree that Unicity may assess a handling fee for each credit card chargeback.
- 9) A Distributor is not entitled to a money refund for product purchased, nor is the Distributor entitled to the Customer Product Satisfaction Guarantee. A Distributor 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 Section 5.F.2). A terminating Distributor may return product pursuant to Product Buy-Back, (see Section 8.F).
- 10) Unicity may, at its discretion, reject an order for any reason, including but not limited to:
 - a) Production and supply difficulties;
 - b) Distributor cannot, at the request of Unicity, show compliance with the 70% Rule; or
 - c) The order is an attempt, in Unicity's reasonable discretion, to manipulate the Compensation Plan.

B. Chargeback. A chargeback occurs when a Distributor or Customer disputes a credit card transaction with their bank instead of working directly with Unicity to resolve the issue. A Distributor shall contact Unicity Customer Service before initiating a chargeback. A Distributor who initiates a chargeback will incur a \$100.00 handling fee per chargeback. Additionally, Unicity may suspend a Distributor's ordering privileges, debit the full chargeback amount plus associated fees, suspend commissions until resolved, and/or deduct volume with adjustment of any related Awards. Uplines are responsible for monitoring their organization's transaction practices. Multiple chargebacks within a downline organization may result in disciplinary action against the Distributor and/or their Upline. Unicity may suspend or terminate accounts showing a pattern of chargeback abuse, including in the account's organization. Unicity reserves the right to terminate Distributors, place holds on Awards and/or take other disciplinary action against a Distributor who abuses the chargeback process or fails to properly monitor their organization's transaction practices.

C. Customer Orders. The responsibility for the proper crediting of Volume generated on any Customer order lies with the referring Distributor and not with Unicity or its employees;

D. Customer Product Satisfaction Guarantee and Sales Receipt.

Distributors must provide Customers with the same return and/or refund terms that are provided by Unicity directly, as stated in the current Customer Product Satisfaction Guarantee. Additional terms and obligations may apply, as shown on said policy. Upon the sale of any product, a Distributor must notify each Customer about the Unicity Customer Product Satisfaction Guarantee (the "Guarantee") and must provide the Customer with a sales receipt. The Guarantee applies only to sales made through authorized Unicity distribution channels. The receipt must contain the current Customer Product Satisfaction Guarantee, which can be found at www.unicity.com.

The receipt should specify the name of the Customer, the Customer's contact information (including the Customer's address, phone number, and email address) the name of the Distributor, the Distributor's ID Number, the Distributor's contact information (including the Distributor's address, phone number, and email address), the date of the purchase, the name, amount and price of the product purchased.

E. Product Return Process. Unicity will promptly replace appropriately returned product(s) to any Distributor who has issued a refund pursuant to this policy. Distributor may not submit to Unicity any product(s) for exchange, except as provided herein. Distributor is responsible for prompt delivery of product(s) to the Distributor's Customers. If a Distributor fails to honor the Guarantee and refund policy of Unicity and thereby requires Unicity to make a refund to a Customer, the Distributor will be held responsible to repay Unicity for any amount refunded as well as a handling fee and may face disciplinary action. A Distributor 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 Customer Service Department by calling 1-800-UNICITY (864-2489);
- 2) Return the unused portion of the product to Unicity with the RMA number in bold print 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 Distributor's expense. Included in the returned package shall be a completed RMA form issued to the Distributor from the Unicity Customer Service Department;
- 3) Shipping costs for returned packages and related correspondence are the Distributor's responsibility;
- 4) After the returned product and all appropriate information and documentation is received by Unicity, the Distributor will be sent the replacement product(s) of the Distributor's choice in an amount equal to 100% of the Volume of the product(s) returned; and
- 5) Any returned product may affect the Personal Volume and/or Organizational Volume of a Distributor and/or their Upline for the Volume Month in which the product is returned. Although Unicity may notify a Distributor that returned product or the returned product of their Downline may affect their qualification for Awards, it is the Distributor's ultimate responsibility to ensure that it meets their monthly qualification requirements for Awards. A Distributor shall only receive the Distributor Qualified net benefits or net out Awards after returned product PV has been deducted.

F. Order Guidelines, Retail Sales, Purchasing, and the 70% Rule. A "retail sale" is defined as the sale to a Customer who is purchasing the product for their own use.

- 1) A Distributor may not order product for the sole purpose of participating in the Compensation Plan or to "Qualify" themselves or others to earn Awards, nor may they encourage others to do so;

- 2) When placing any product order, the Distributor certifies that the Distributor has sold to Customers and/or consumed a minimum of seventy percent (70%) of all previous orders (the "70% Rule");

- 3) Distributors shall carefully document all sales by providing sales receipts as outlined in Section 5.D. Distributors must maintain all Customer sales receipts for a period of two (2) years and must furnish them to Unicity upon request. The requirement that a Distributor retain all Customer sales receipts is essential to ensure that Unicity can contact Customers following the sale of Unicity products with any information necessary for the safe use of such products (i.e. updated product information, updated usage instructions, product recalls, etc.). Unicity may audit a Distributor's compliance with this provision and may take disciplinary action against Distributors who fail to comply with these terms;

- 4) No Distributor may sell or otherwise provide Unicity products to any third party for the purposes of resale. Nor may a Distributor sell to a third party any quantity of Unicity products greater than that generally purchased by an individual for personal use.

- a) Liquidated Damages. In the event that a Distributor knows, or reasonably should have known, that products were sold to a third party for the purpose of resale, in breach of the policy set forth in Section 5.F.4 of the Policies & Procedures, and in addition to any other remedies hereunder or available by law, the Distributor hereby agrees to pay Unicity one thousand United States dollars (\$1,000.00) as liquidated damages and not as a penalty for each unit of the Unicity product in each instance of a prohibited, unauthorized and/or noncompliant sale. The Distributor acknowledges and agrees that a breach of such obligations will cause irreparable harm and damage to Unicity, its brand reputation, and its goodwill, and that calculating the damages suffered by Unicity in the event of a violation of Section 5.F.4 is difficult, particularly due to the nature of harm to Unicity's goodwill and its relationships with other Distributors. The Distributor expressly waives any defense to Unicity's claim to such liquidated damages on the basis that actual damages are ascertainable or that such liquidated damages do not represent a reasonable determination of Unicity's damages or that the liquidated damages serve as a penalty.

- 5) Distributor shall provide the Distributor's current contact information to the Distributor's Customers and make it known to the Distributor's Customers that the Distributor is available to answer questions, provide advice, and respond to Customer concerns both before and after the sale of any product. Distributor shall respond to any questions or concerns from the Distributor's Customers relating to product information, proper usage, or other inquiries. In responding to the Customers' questions or concerns, Distributor should consult the Distributor's Unicity materials, refer to and use available educational tools, or contact Unicity directly.

G. Orders by Telephone, Internet, and Other Electronic Means. Credit card orders may be placed by telephone, online or, with Unicity's consent, by other electronic means. Double shipments occurring due to a Distributor's placing of an incorrect order is the financial responsibility of the Distributor. Orders placed via telephone, online and other electronic means are subject to each of the following provisions:

- 1) The funds for any purchase must be approved prior to a sale. If Unicity is informed that a Distributor's credit card is declined or not approved, the product order will be deleted unless the Distributor has an alternate payment method. A Distributor assumes full responsibility for any and all consequences that may result when Unicity receives notice that the credit card transaction is declined or not approved, including failing to

qualify in the Compensation Plan in the Volume Month;

2) A Distributor who initiates credit-card chargebacks is deemed to have a disputed balance. The Distributor receiving credit for the order in question will have commissions suspended and applied toward the disputed balance until the dispute is resolved to the satisfaction of Unicity (see Section 5.B); and

H. PV Transfers. The transfer of Personal Volume from one Distributorship to another is not permitted.

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

J. Ordering Restrictions. A Distributor shall not submit orders in the name of or on the account of another Distributor; likewise, a Distributor shall not allow another Distributor to submit orders in their name or on their account. Only orders made on behalf of the Distributor's own Distributorship will be honored by Unicity. A Distributor may not use Unicity's Internet website or other electronic

means to place orders for the Distributor's account using another Distributor's credit card. If the use of another individual's or Distributor's credit card is needed, both parties must call the Unicity Customer Service Department together and speak with an agent so that they may each give approval for the transaction. If the use of another individual's or Distributor's credit card is needed when placing an order in person, the card holder must either be present to provide written permission or have signed a Unicity Order Form providing signed consent for the transaction.

K. Sales Tax and Other Taxes. Unicity products may be subject to sales and use tax in some jurisdictions. If Unicity collects and remits tax in any jurisdiction, Unicity may advise Distributors that such taxes are required to be collected on the Distributors' behalf. The collection and remission of taxes by Unicity does not relieve a Distributor of the Distributor's responsibility and duty to comply with any and all tax regulations applicable to a Distributor. Since all Distributors are independent contractors, Unicity does not withhold any taxes from Awards. As required by the IRS, Unicity will issue a Form 1099 or equivalent at the end of each calendar year, which reports all cash payments or Awards to Distributors by Unicity.

Section 6 – Promotion of Unicity Products and Business Opportunity

A. Advertising. Unicity encourages Distributors to promote Unicity products and the Unicity business opportunity pursuant to appropriate guidelines issued by Unicity from time to time. The failure to follow these guidelines may result in violations of federal, state, and local laws, which may result in damage to the reputation of Unicity as well as the imposition of restrictions upon Unicity, Distributors, and Unicity products that could trigger undesirable publicity and possible legal action.

1) Pricing. Although Distributors are free to determine the prices they charge for Unicity products, Distributors may only advertise the current Member price, or higher.

2) Unicity encourages its Distributors to promote the Unicity business in any legal and ethical manner that also complies with the Contract. Unicity may allow a Distributor to use Unicity names, logos or trademarks provided the Distributor has obtained written permission from Unicity. Permitted advertisements are found within the Unicity Office website for Distributors. 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. Training System Materials. Only those Distributors who qualify at the Rank of Presidential Diamond or higher for six (6) consecutive months are eligible to sell their own training systems materials. Prior to sale, all training system materials must be submitted for

approval. Training system 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 copy of the script, labels, and packaging must be submitted for approval;

b) The copy must be approved in writing by the Unicity Distributor Compliance Department prior to use;

c) The labels must bear the name of the Distributor;

d) All training materials are to be used for training purposes only and not for profit. All submitted training materials must provide a proposed maximum selling price which will be reviewed and finalized by Unicity; and

e) The introduction to audio/visual material must bear clear statement of who the Distributor is and that the Distributor is a Unicity Distributor.

C. Training Meetings.

1) The content of all training meetings should be consistent with Policies & Procedures, including, but not limited to, Section 6 relating to Promotion of Unicity Products and Business

Opportunity. Such meetings may not involve religions, politics, or unrelated business opportunities, and may not contain any statement which may reasonably harm or otherwise disparage any other Distributors or systems/lines of sponsorship.

2) No Distributor shall require other Distributors to pay a fee incommensurate with the costs of holding an event or similar activity, or to profit therefrom.

3) Additional details regarding meetings can be obtained by contacting Distributor Compliance at dc@unicity.com.

D. Copyrighted Materials. All Unicity literature and marketing materials, whether in physical, audio, video, and/or electronic format are copyrighted by Unicity and may be duplicated only by obtaining the prior written consent of Unicity.

E. Proprietary Names. A Distributor may not use Unicity's trademarks, names, logos, trade dress, employees' names, trade names or any distinctive phrases used by Unicity to promote the Distributor's business prior to receiving written permission from Unicity. To protect the proprietary rights of Unicity, a Distributor 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 Distributor agrees to also change or abandon such trademarks, trade names or service marks. A Distributor must have prior written approval from Unicity 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"). More information regarding the use and sale of Promotional Items may be obtained by contacting Distributor Compliance at dc@unicity.com.

F. Product Claims. A Distributor may not make prescriptive, disease, medicinal and/or therapeutic claims for any Unicity products or specifically prescribe Unicity 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 Unicity products because such devices tend to have as their principle purpose the diagnosis of health conditions and the prescribing of remedies. Distributors should advise Customers who may have medical conditions to consult with their health care provider before using Unicity products. No representation or sales offers 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 Distributor's responsibility to obtain and use only current literature. All product representations made by a Distributor must be the same as those found in current Unicity literature. If a Distributor has questions regarding whether specific Unicity marketing materials are current, the Distributor should contact Unicity directly to ensure that all information provided to Customers is truthful, accurate, and up to date.

G. Unicity Product Sales. A Distributor may sell or promote only the Unicity business opportunity and Unicity approved products and materials at Unicity functions or to prospective Unicity Distributors or Customers. Promotion in violation of this provision may constitute unfair competition against Unicity.

H. Income and Opportunity Claims. No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a Distributor. Income guarantees of any kind are prohibited, as is the exhibition of actual or copies of commission checks or earnings statements. Income representations must be honest. In addition, any references to income must disclose, in close proximity the most recent income disclosure statement prepared by Unicity.

I. Future Growth Claims. A Distributor 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 Compensation 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.

J. Governmental Claims. A Distributor may not represent that the Compensation Plan or any Unicity product has been approved or endorsed by any governmental agency.

K. International Sales. A Distributor may sell Unicity products in the United States and its possessions and territories. A Distributor may sell products to a Customer in foreign countries where and in the manner allowed by Unicity and the laws of the respective country. A Distributor may earn income from Downline in other countries as detailed in Section 4.G.

L. Media Advertising. A Distributor may not utilize paid media advertising of Unicity or its products of any kind without prior written approval from Unicity. Unicity reserves the right to cause any unpaid advertising or promotional material to be removed.

M. Internet Use. Subject to the following rules, a Distributor may use the Internet to promote the Distributor's Unicity business. In using the Internet:

1) All Distributors' apps, websites, or similar tools are subject to review and approval by the Unicity Distributor Compliance Department.

2) A Distributor may not register or use any Unicity name(s), trademark(s), logo(s) or product name(s) (collectively, the "Unicity Marks"), or any misspellings or other derivations of the Unicity Marks, in any URL address or Domain name, without prior written approval from Unicity and Unicity reserves the right, at its discretion, to change its name(s), trademark(s), logo(s) or product name(s). The Distributor's website shall not contain any meta data which is violative of this Contract, or which would violate any federal, state or local laws. Furthermore, the website shall not contain any hyperlinks to websites of competitors or competitors' products.

3) A Distributor's website must clearly state the Distributor is an independent Distributor, Contractor, or the like.

4) A Distributor's website may display Unicity product information if the information and website are approved in advance by the Unicity Distributor Compliance Department. The product information shall not make prescriptive, disease, medicinal and/or therapeutic claims.

5) A Distributor's website may contain certain personal and Unicity business opportunity testimonials as well as motivational information under the following rules:

a) The material must reflect the honest and balanced expression of the true experience of the provider of the testimonial or motivational information;

b) The material shall not represent that all people will have the same experience; and

c) The material is accompanied by the most recent income disclosure statement in addition to any additional information required by Unicity.

6) Product testimonials shall not be displayed on a Distributor's website without approval by the Unicity Distributor Compliance Department.

7) A Distributor'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.

8) A Distributor's website shall not infringe on any third-party trademarks or copyrights. If a Distributor shares or reposts content produced by another Unicity Distributor, they must conspicuously tag or credit the original creator unless express written permission has been obtained from them in advance. The Distributor 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 Distributor's website.

9) A Distributor's website may offer Unicity products to Customers, subject to the following limitations:

a) A Distributor's website must display the current Member price, or higher price, of the products.

b) The website may not offer competing products.

10) The website must include the Customer refund policy as found in Section 5.E.

11) The Distributor may not purchase any type of paid search assistance, including but not limited to pay-per click (PPC) advertising services, sponsored listings, or similar services from online search engines (e.g., Google Ads, Facebook Ads, etc.). This prohibition extends to any third-party services engaged by Distributors for the purpose of enhancing their online visibility through paid search methods.

12) A Distributor may not sell Unicity products on online auction and mass marketing commercial sites. Any Distributor who lists Unicity Products or supplies Unicity products for sale on one or more of these online platforms, whether directly or indirectly, may be subject to the Disciplinary Process in Section 8.C, including the provision in Section 8.C.5, regarding debiting of commissions paid to the Distributor and their Upline on such sales. Additionally, the Distributor may be subject to liquidated damages (see Section 5.F.4.a).

13) A Distributor may not advertise any other business opportunity, including but not limited to multi-level, direct selling or network marketing opportunities on any website that displays Unicity products. A Distributor may not display any competing products, regardless of the method of distribution, on any Distributor website.

14) The Distributor may not use mass emailing (except to those on "opt-in" lists) and may not use email spamming to promote the Unicity business opportunity or products. Distributors are encouraged to follow all Internet etiquette and to be good Internet citizens.

N. Company Recordings. A Distributor 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 Distributor 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.

O. Media Inquiries. To ensure accuracy and consistency of information, a Distributor who receives any inquiry from the press or other media regarding any aspect of Unicity, its products or its independent Distributorships should refer such inquiry to the Unicity Distributor Compliance Department as soon as possible after receiving the inquiry by calling 1-801-714-1350.

P. Unicity Distributor Organizations, Meetings, General Fees, and Training Fees. A Distributor may not charge a fee for any materials or services without prior approval. A Distributor may not charge other Unicity Distributors a membership fee for participation in any other program or organization. A Distributor may not offer to pay or pay Awards, rebates or compensation to other Unicity Distributors for the purchase of Unicity products or non-Unicity products, opportunities

or other materials. A Distributor may not preclude or stop any other Distributor from attending Unicity-sponsored events.

Q. Telephone Answering and Recorded Messages. A Distributor 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 Distributor shall not answer the telephone by saying, "Unicity," but shall answer indicating the Distributors status as an independent distributor of Unicity. Answering machines and voice mail must also comply with this policy.

R. Automatic Calling Devices. A Distributor agrees not to use any automatic outbound calling device, or call center, for promoting or soliciting the sale of Unicity products or the Unicity business opportunity.

S. Revised Company Literature. Distributors and Unicity shall work together to notify their organizations of new Unicity information. New Unicity policies, forms, and literature shall upon their distribution immediately replace old policies, forms and literature. A Distributor shall immediately discontinue use of invalid literature and forms. If a Distributor has questions regarding whether specific Unicity policies, forms, or literature are current, the Distributor should contact Unicity directly to ensure that all such information in the Distributor's possession is truthful, accurate and up to date.

T. Modification to Products, Labels and Materials. A Distributor may not delete, add, modify, repackage, tamper with, or alter any labels, materials, or packaging for Unicity products or literature. A Distributor may not distribute unauthorized samples of Unicity products or otherwise change any Unicity product or sell any such product under any name or label other than those authorized by Unicity. Distributors may not sell products that are designed to be sold within a fixed set (i.e. sets where Unicity has designated specific products to be sold together) as separate, individual products. Distributors are prohibited from selling any products designated as "samples" by Unicity.

U. Retail Establishment Displays. A Distributor is not permitted to market or sell Unicity products through retail outlets without prior written approval from Unicity. A "retail outlet" is any establishment that sells consumer goods to the general public without a prior appointment, as typified by a retail store. For further details contact Distributor Compliance at dc@unicity.com.

V. Service-Related Establishment Displays. A Distributor who owns or is employed by a Service-Related Establishment may, upon receipt of prior written approval of Unicity, provide Unicity products and services to Customers through this establishment if the Distributor provides proper support to Customers. A Distributor who wishes to display 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 products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, counseling services, tanning centers, and other such businesses where the Customers' use of the establishment is controlled by membership or appointment. In such establishments, Unicity 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.

W. Fairs and Special Events. A Distributor agrees not to display or advertise Unicity products at swap meets, flea markets, garage sales or any other similar events. A Distributor may display Unicity 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 or nutraceutical or nutritional supplement company.

Section 7 – Distributor Awards and Fees

A. Distributor Awards and Fees. A Distributor may qualify to earn Awards pursuant to the Compensation Plan and other Unicity programs or promotions, except as set forth below. The Compensation Plan may be modified by Unicity from time to time. The following policies outline the guidelines for earning Awards within Unicity and applicable fees charged to Distributors. Without prejudice to Unicity's right of termination, the right to receive a Distributor's Awards may be suspended and ultimately forfeited, if the Distributor is in breach of any term or condition of the Contract.

B. Presidential, Chairman's and Founder's Club Awards. Unicity has established a Presidential Club for Directors through Presidential Diamond, a Chairman's Club for Double Diamond through Royal Crown Diamond, and a Founder's Club for the Rank of Global Ambassador. Distributors who meet membership qualifications for the respective Ranks may be eligible for additional Awards, recognition and benefits as members of these Clubs, as set out in the Compensation Plan. To Qualify for membership in a Club, a Distributor must achieve the minimum required Rank for the respective Club for three (3) consecutive Volume Months. Once a Distributor has earned membership in a Club, the membership is valid for twelve (12) months from the date of last qualification. Membership in one of these Clubs leads to additional compensation, public recognition and promotion by the Company as a key Distributor leader. Members of these Clubs must exclusively sell Unicity products, train Distributors in their Downline Organization, and promote the Unicity business. Therefore, as a condition of becoming a member of these Clubs and receiving the Awards associated with that membership, Club members may not engage in any business development activity for any other direct sales, multi-level marketing, network marketing, or similar company or a company that sells competing products, without Unicity's prior written permission.

C. Rank Attainment. A Distributor is wholly responsible for meeting the Distributor's monthly: (i) Volume requirements; (ii) Rank requirements, as set forth in the Unicity Compensation Plan; and (iii) any other program qualifications or requirements. Unicity has no obligation to guarantee or assure that a Distributor meets any qualification requirements of the Compensation Plan.

D. Earnings Guarantees. A Distributor is not guaranteed any specific Award, income or assured level of profit or success through Unicity. A Distributor's profit and success can only come through the sales to Customers, and the purchase and consumption of Unicity products by the Distributor and their Downline.

E. Minimum Commissions. Unless otherwise stipulated by Unicity and in order to minimize processing and handling costs, Unicity will not generate a commission payment for any amount under twenty dollars (\$20.00). Should a Distributor be eligible for a commission payment of less than twenty dollars (\$20.00), a credit in the respective amount will be credited to the Distributor's Unicity account.

F. Processing Fee. A Distributor will have deducted from the Distributor's monthly commissions a reasonable processing fee.

G. Issuance of Commissions. Commissions will be issued monthly on or before the twentieth (20th) day following the month in which the commission was earned. However, if the 20th day falls on a weekend or a holiday, the commissions will be issued on the first business day thereafter.

H. Offsetting of Commissions. A Distributor agrees that Unicity may offset or place a hold on a Distributor's commission(s) for any amount the Distributor owes Unicity, including, but not limited to, costs, damages, and/or fees that Unicity has or is reasonably likely to incur as a result of Distributor's actions, or commissions previously paid that Unicity has subsequently determined should not have been paid due to error and/or violation of this Agreement.

I. Returned Commissions. Unicity makes every effort to ensure that a Unicity Distributor receives their commissions. However, when a Unicity commission check is not negotiated within ninety (90) days or has been sent to the last known address but returned to Unicity because a Distributor has moved without a forwarding address or the commission check is returned or not presented for payment for some other reason beyond Unicity's control, the commission check shall be voided. If the funds remain unclaimed by the Distributor within a reasonable time, such funds may be sent to the appropriate government agency as unclaimed funds as required by law or reverted to their account balance or applied elsewhere at Unicity's discretion.

J. Foreign Market Instability. The ability to make commission payments pursuant to International Sponsoring as a result of the sale of Unicity branded products in countries outside the United States is dependent upon several factors beyond Unicity's control. In Unicity's and its global partners' reasonable discretion, it may be determined 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; 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 commission payments pursuant to International Sponsoring in that foreign market. Commission payments to Distributors 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 Distributor services to Distributors free of charge, from time to time a Distributor 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 – Distributor Resignation or Termination

A. Voluntary Resignation. A Distributor may, at any time, voluntarily resign their contractual relationship with Unicity. The Distributor's Distributorship will be transferred to Unicity, and the Distributor shall forfeit any and all rights to participate in or derive income from that Distributorship. The Distributor shall have no further legal or beneficial interest in the Distributorship, which remains the sole property of Unicity. A Distributor who voluntarily resigns may not reapply for a new Distributorship or apply to hold a beneficial interest in an existing Distributorship until six (6) months after Unicity has finalized the termination. A Distributor may resign voluntarily by:

- 1) Submitting to Unicity a resignation letter signed by the Distributor (including, as applicable, all members, partners, shareholders, trustees, etc.) and listing the Distributor name(s) and ID Number(s); or
- 2) Failing to renew the Distributor Agreement for an additional annual term (see Section 3.E).

B. Involuntary Termination. Unicity may terminate the contractual relationship with a Distributor: a) for cause, or b) as a result of Unicity's election not to renew the Distributorship Agreement for an additional term (see Section 3.E). A Distributor agrees that Unicity has the right to take quick and decisive action in limiting or terminating a Distributorship that is found in violation of the Contract or any federal, state or local laws, 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 Distributor for any expenses arising from the violation, including court costs.

C. Disciplinary Process. The failure to abide by the Contract may lead to an investigation and/or appropriate disciplinary action. A Distributor is required to fully cooperate with any such investigation, including by providing documents and information as requested by Unicity.

A failure to cooperate will constitute a violation of the Contract. After a disciplinary action is complete, Unicity may announce details of such disciplinary action. A disciplinary action for policy violations may involve any or all of the following disciplinary processes, including an interim suspension during the investigation. Notice pursuant to subparts (2)-(6) below will be sent to the most recent email or physical address on file for the Distributor.

- 1) Informal warning. The Distributor may be notified that certain conduct is in violation of the Contract.
- 2) Formal warning. A formal written warning stating that failure to discontinue the stated violation(s) may result in further disciplinary action.
- 3) Probation. A Distributor may be placed on probation for violating the Contract. The length and conditions of the probation may vary at Unicity's sole and absolute discretion.
- 4) Suspension. A Distributorship 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 circumstances

in each case. A suspended Distributor is not eligible to: receive Awards; participate in any Unicity functions or programs; buy or sell Unicity products; or Sponsor Distributors. The Awards of a suspended Distributor are forfeited to Unicity. Since a suspended Distributor may not place product orders, it may not Qualify for Awards during their term of Suspension. Unicity may, at its sole discretion, Qualify a Distributorship during the suspension and retain all earned Awards. A notification of suspension may list actions that the Distributor must take for Unicity to revoke the suspension. The failure to take such actions may constitute independent grounds for termination. 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;
- d) The return of any wrongly paid Awards;
- e) Provide further assurances that no further violations will occur;
- f) Provide documentation and information regarding the nature and extent suspected violations; and
- g) Such other action as may be requested by Unicity.

5) Commissions clawback. Commissions paid to the Distributor and their Upline on sales of Unicity Products that were made in violation of these Policies & Procedures may be debited from a Distributor's and/or their Upline's account(s), deducted from future commissions, and/or deducted from any refund or other amounts due to Unicity, as determined at Unicity's reasonable discretion.

6) Termination. A Distributor who breaches the Contract in any way, including the failure to fully cooperate with any investigation as set forth above (and/or providing false or misleading information to Unicity during such investigation) may be terminated. The results of termination are set forth below (see Section 8.D).

D. Results of Termination. When the contractual relationship between Unicity and a Distributor is terminated through voluntary resignation, nonrenewal by either party, or involuntary termination by Unicity, that Distributor's licenses, rights, and privileges are revoked, and the Distributor is no longer entitled to sell Unicity products, Sponsor prospective Unicity Distributors or represent themselves as an independent contractor or Distributor of Unicity. In addition, a terminated Distributor is no longer entitled to receive any Awards whatsoever, already earned or otherwise, nor is the Distributor entitled to any damages or other claim for indemnification with regard to the loss of the Distributor's income, Customer base, or any investments made by the Distributor. A Distributor also loses any rights to Unicity Confidential Information including Genealogies. A terminated Distributor must immediately return to Unicity all Genealogies and

all other documents and materials made available to it.

E. Terminated Distributor. A Distributorship previously belonging to a Distributor who has resigned or been terminated is the property of Unicity and may remain in its current position with respect to Upline and Downline within Unicity Genealogies and may be managed, maintained, sold or disposed of by Unicity, at its sole discretion. Unicity may, but shall not be required to, merge or "roll up" any such Distributorship. A Distributor who has been terminated for cause may not re-apply for a Unicity Distributorship for eighteen (18) months following the termination. If a Distributor is at the rank of Presidential Sapphire or higher and is terminated for cause, then the Distributor agrees that the Distributor will not compete in any direct selling channel of distribution, including multi-level marketing, in any market that Unicity has officially opened, for a period of six (6) months following the termination of the Distributor's Distributorship. These provisions, as well as the provision proscribing Cross-Sponsoring and Non-Solicitation in Section 3.D, the provision proscribing Internet Use in Section 6.M and Section 8.C.5, shall survive the termination of the Contract.

F. Product Buy-Back. A Distributor who voluntarily resigns, or a Distributorship that is not renewed by either party, may return (with the Distributor's resignation letter in the event of a resignation) all "Currently Marketable," unencumbered, re-usable, unopened, and otherwise re-salable inventory in the Distributor's possession. Unicity will refund ninety percent (90%) of the net cost to the Distributor, less the value of any Awards received 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 Distributor. Unicity will not issue any refunds on products previously certified as sold under the 70% Rule. Distributorships 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 is less than three (3) months; nor shall products be considered "Currently Marketable" if Unicity clearly discloses to Distributors, prior to purchase, that the products are seasonal, discontinued or special promotional products.
- 2) If commissions were paid to a terminating Distributor's Upline on Volume represented by returned products, the commissions paid on such Volume may either be debited from the Upline Distributors' accounts or deducted from the terminating Distributors refund.
- 3) Although certain requirements may vary by law in some jurisdictions, a Distributor 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 Distributor. The Distributor is responsible for any damage or loss in the shipping process. Goods damaged enroute, and therefore not marketable, will be rejected. After full verification of all submitted paperwork and returned items, Unicity will issue the terminated Distributor a refund in the form of the original method of payment.

G. Governing Law and Jurisdiction. This Contract shall be governed under the laws of the State of Utah. Venue for any action or arbitration is the State of Utah unless the parties mutually agree

to another location or venue. The Distributor, and all shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals of a Distributor agree to personal jurisdiction is the state of Utah or the location where any arbitration may be commenced pursuant to this agreement.

H. Binding Arbitration. Any dispute between the parties arising out of or related to the Contract, or directly or indirectly related to any products purchased from Unicity including the use of any Unicity products, or any other matter directly or indirectly related to the relationship between Unicity and the Distributor, or any of their shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals, or related to the manufacture, sale, or use of any of the products by Distributor any of its shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals shall be resolved through binding arbitration as set forth in paragraph 20 of Appendix A..

I. Attorney Fees and Costs. If a Distributor in a dispute with Unicity has the pin Rank of Director or higher, then the prevailing party shall recover its attorney fees and other reasonable expenses of litigation incurred in arbitration or any judicial proceeding; however, no party shall be entitled to recover attorney fees which exceed five (5) times the Distributor's last three (3) years of commissions. For example, if the Distributor's last thirty-six (36) months of commissions was \$2,000, then the prevailing party's attorney's fees would be limited to \$10,000.

J. 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 Contract 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.

K. Limitation of Liability. Any claims by a Distributor against Unicity and/or its officers, employees, and agents can only be brought in the Distributor'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 Distributor for any damages in excess of an amount equal to six times the monthly commissions of that Distributor, based upon that Distributor's average commissions over the previous twelve months. For example, if a Distributor's average monthly commission over the previous twelve months was \$2,000, the Distributor will not be allowed to recover more than \$12,000 in damages. With the sole exception of the foregoing provision, Unicity, 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 whether arising out of contract or torts. 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, or damages awarded, more than one year after the event giving rise to the cause of action has occurred, notwithstanding any other statute of limitations provision.

Appendix A

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

The Independent Distributorship Agreement

Terms and Conditions

1. I am legally competent to enter into a contract.

2. Upon acceptance of this Independent Distributorship Agreement (the "Distributorship Agreement") by Unicity USA, Inc. ("Unicity"), Distributor will be an independent contractor and licensed distributor ("Distributor") of Unicity, which status gives me the right to sell Unicity products (the "Products") in accordance with the Unicity Compensation Plan (the "Compensation Plan"). This Distributorship Agreement will be deemed accepted by Unicity at its sole discretion when it is entered into the Unicity database, so long as there have been no violations with respect to this Agreement and the United States Policies and Procedures (the "Policies & Procedures"). Distributorship Agreements submitted by telephone will be temporarily accepted; however, the original Distributorship Agreement or an electronic copy thereof must be received by Unicity within thirty (30) days of entry into the Unicity database for it to be considered for acceptance. Distributorship Agreements appropriately entered online will be considered as having been accepted. The acceptance by Unicity of this Distributorship Agreement may be rescinded if Unicity has determined there has been any misrepresentation or violation of the Distributorship Agreement.

3. I have read the Compensation Plan and the Policies & Procedures. I agree to be bound by and abide by the terms and conditions of each of these documents and the terms and conditions of the Compensation Plan and the Policies & Procedures. I agree to be bound by all revisions, supplements, and amendments thereto and further agree that they are incorporated herein by this reference. This is an integrated Contract (the "Contract") that also includes the Compensation Plan and the Policies & Procedures. With the exception of these referenced documents, no promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both an authorized officer of Unicity and Distributor. I acknowledge that any violation of the Contract or any other agreements or obligations I may have with Unicity or any of its affiliated entities may result in the termination of the Distributor's Distributorship or other disciplinary action, as deemed appropriate by Unicity, at its sole and absolute discretion. Should any inconsistency be found between the Policies & Procedures, the Compensation Plan, the Distributor Agreement, and/or any amendment to those documents, and any other publication of Unicity, then current Policies & Procedures shall govern.

4. I understand that no product purchases are necessary to become a Distributor. The only payment required to become a Distributor is the Distributor fee referenced on the front of the Distributorship Agreement form, the payment fee which authorizes the Distributor to act as a Distributor under the Contract and to receive all of the benefits of such Distributorship.

5. This Distributorship Agreement shall be valid for one (1) year from the date of acceptance and is subject to a required annual renewal. Unicity is not obligated to renew this Independent Distributorship Agreement. I acknowledge that this Distributorship Agreement and the Distributorship created hereunder may be terminated by Unicity

if the Distributorship Agreement is not renewed for any reason. The Distributorship created hereunder is a licensed right that is revocable, and the position this Distributorship creates in the Unicity Distributor Organization and/or database is the property of Unicity.

6. If I wish to terminate this Distributorship 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.

7. As a Distributor, I understand and agree that a Distributor is an independent contractor. I understand and agree that a Distributor not an employee, partner, agent, joint venturer or legal representative of Unicity. I agree that the Distributor is solely responsible for the Distributor's compliance with any and all laws or regulations related to the Distributor's business in any jurisdiction exercising authority over the Distributor, including but not limited to the duty to license the Distributor's business and to collect and pay sales or use tax on sales and on products the Distributor consume unless Unicity otherwise agrees to collect and remit such taxes. I will obey any and all federal and local laws, statutes, and regulations applicable to the Distributor's business and me.

8. Although Unicity or any of its affiliated entities may assist the Distributor in becoming aware of applicable laws, rules, and requirements, the sole responsibility to lawfully conduct the Distributor's independent Unicity business in any jurisdiction rests with me. Therefore, I release Unicity and any of its affiliated entities and their officers, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action that either I or others acting in my interest may have occasion to assert respecting the Distributor's status or conduct as an independent Distributor or Sponsor of Unicity arising out of any of the Distributor's acts or omissions. I agree to indemnify and hold harmless Unicity, its officers, employees, successors, Distributors, and any of its affiliated organizations for any claim, action or liability asserted or arising out of the Distributor's actions, omissions, admissions or representations in sponsoring or conducting the Distributor's independent Unicity business.

9. This Distributorship Agreement allows the Distributor to recruit prospective Distributors of Unicity in the Distributor's home country. I may only sponsor Distributors in other countries pursuant to the conditions of Unicity's Policies & Procedures.

10. I understand that only Distributors considered by Unicity to be in good standing may Sponsor new Distributors. Unicity, at its sole discretion, may reject this Distributorship Agreement without disclosing any reason for the rejection. If this Distributorship Agreement or any renewal hereof is not accepted or approved, the Distributor releases Unicity and its officers, agents, affiliates, advisors, and employees from any and all liability, claims, damages or cause of action.

11. I understand that I am responsible for training and supporting any Distributors the Distributor Sponsors and/or recruit under the Compensation Plan, to ensure that they comply with the Policies & Procedures, including the prohibition against selling Unicity products on online auction and mass marketing commercial sites. I will offer reasonable support, information, and assistance to such Distributors,

as well as reasonable supervisory, marketing, selling, and training support in connection with the sale of Unicity products to the ultimate consumer. I also agree to reasonably train any Distributor whom the Distributor may Sponsor or recruit in the performance of these functions. I will maintain continuing communication with and supervision over the Distributor's Unicity Distributor organization.

12. I understand and agree that any Awards Distributor receives from Unicity are granted under the rules of the Compensation Plan or the rules of a Unicity program as may be established from time to time.

13. I agree that the Distributor may not alter, re-package, re-label or otherwise change any Unicity product, nor will the Distributor sell any such product under any name or label other than that authorized by Unicity. I further agree that the Distributor will refrain from producing, selling, and using any compensation plan, program, writing, recording or any other materials that have not been previously approved or provided by Unicity.

14. I understand and agree that the Distributor may not convey, assign or otherwise transfer any rights arising hereunder without the prior written consent of Unicity. Unicity may assign the Contract without my consent.

15. I agree not to use proprietary trade names, trademarks or other property of Unicity without the prior written consent of Unicity.

16. I will make no claims of curative, prescriptive, disease, medicinal, and/or therapeutic properties regarding Unicity products or claims involving the Compensation Plan that are not contained in official Unicity literature that is produced and distributed by Unicity.

17. Unicity and its affiliated entities have proprietary rights to Unicity's Distributors and lists of Distributor names. I will not use any Unicity Distributor Lists or other Unicity contacts to promote the sale or use of any products, programs or services other than those offered through Unicity, to any Unicity Distributor whom the Distributor do not personally Sponsor. I further agree that the Distributor may not hold a beneficial interest in more than one Unicity Distributorship except as expressly allowed in the Compensation Plan. I will return all existing Unicity Genealogies upon request by Unicity or upon the Distributor's termination.

18. In the event I choose to purchase Unicity Products on my credit card or banking debit card, my signature on this Distributorship Agreement hereby constitutes my authorization to process any order I place to those accounts and to use this authorization as my "signature on file."

19. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.

20. This Contract shall be governed under the laws of the State of Utah. Venue for any action or arbitration is the State of Utah unless the parties mutually agree to another location or venue. The Distributor, and all shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals of a Distributor agree to personal jurisdiction is the state of Utah or the location where any arbitration may be commenced pursuant to this agreement.

Any dispute between the parties as to the Contract, or directly or indirectly related to any products purchased from Unicity, or any other matter directly or indirectly related to the relationship between Unicity and the Distributor, or any of their shareholders, partners, trustors, trustees, beneficiaries, managers, members of other principals, or related to the manufacture, sale, or use of any of the products by Distributor any of their shareholders, partners, trustors, trustees, beneficiaries, managers, members or other principals shall be resolved as follows:

The parties mutually agree that all disputes, claims, questions, or differences, to the extent the parties are unable to resolve amicably

among themselves, shall be brought before a retired judge (from either Utah, Nevada or California) and finally settled by arbitration administered in Salt Lake County or Utah County, Utah. The retired judge shall be selected from a panel available from JAMS/Endispute located from its Utah office, if any, and if none, from its Orange County, California office. The arbitration shall be conducted in accordance with JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases which can be found at <http://www.iamsadr.com/arbitration-discoveryprotocols/> (Arbitration Rules). If the Arbitration Rules are inadequate on an issue, then Utah Code Title 78B Chapter 11 shall govern that issue. All costs of such arbitration shall be split equally between Unicity and Distributor (or other party). The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including any hearings, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Notwithstanding this arbitration provision, nothing herein shall prevent Unicity from applying to and obtaining legal relief, including injunctive relief, from any court having jurisdiction. To the fullest extent permitted by law, the parties also agree that any disputes brought by either party will be arbitrated on an individual basis, and not on a class, collective, or representative basis. Accordingly, class, collective, and representative actions are not permitted under the Contract and are expressly waived. The arbitrator or arbitrators will not have the authority or jurisdiction to hear the arbitration on a class, collective, or representative action or to join or consolidate causes of action of different parties into one proceeding.

21. I agree that, except as provide in the Policies & Procedures, regardless of the form of claim, whether in tort, contract or other, Unicity, its subsidiaries, and affiliated companies and their officers, employees, and agents shall not be liable for any consequential, incidental, special or punitive damages, including lost profits or any claims against Unicity. No legal action may be brought by either party to this Distributorship Agreement more than one year after the event giving rise to the cause of action has occurred.

22. I certify the accuracy of all information provided by me in this Distributorship Agreement and agree that the providing of false or misleading information authorizes Unicity, at its election, to declare this Distributorship Agreement void from its inception.

23. If I am an individual, I have provided Unicity with my correct Taxpayer Identification Number ("TIN") before receiving monetary compensation, being either my Social Security Number ("SSN") or, if I am a resident alien, my Individual Taxpayer Identification Number ("ITIN"). For a Distributorship that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, the Distributor has provided Unicity with their Federal Tax Identification Number. If I have provided Unicity with an incorrect taxpayer number, Unicity may withhold and pay to the IRS a percentage of the Distributor's income, pursuant to applicable IRS guidelines. By signing this Agreement, I certify that the TIN I have provided to Unicity is correct.

24. This Agreement shall be binding upon the Distributor, and all employees, agents, officers, directors, shareholders, partners, representatives, trustors, beneficiaries, successors, and heirs of the Distributor.

Unicity Corporate Headquarters

Phone: 1-801-226-2600

Mail: 1712 S East Bay Blvd, Ste 101
Provo, UT 84606

Website: www.unicity.com

Customer Service Department

Phone: 1-800-UNICITY (864-2489)
1-888-BIOSLIFE (246-7543)

Fax: 1-800-226-6232
1-801-226-8232

E-mail: customerservice@unicity.com