



Associate Distributorship Application/Agreement



1201 North 800 East • Orem, UT 84097 • 1-800-UNICITY

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

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

Applicant Information

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

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

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

Birth Date (MM/DD/YY)

 M F

Gender

Street Address (Current Mailing Address)

Area Code Daytime Phone Number

City

State

Zip Code

Area Code Fax Number

E-Mail Address

Sole Proprietorship Partnership Corporation Husband/Wife Co-Applicants Other _____

*If applying under a business name, additional information is required. Please contact the Client Care Department at 1-866-242-4276.

**For business entity only.

Sponsor Information

Associate ID Number

Name (Last, First, Middle Initial)

Enroller Information

The Enroller is the Associate who is recruiting an individual to become a new Associate with Unicity. The Enroller may also be the Sponsor.

Associate ID Number

Name (Last, First, Middle Initial)

Payment Information

Please send my Starter Kit at \$34.95, plus \$7.95 shipping and handling and any applicable tax.

I am enclosing \$ _____.

This is the only required purchase to become an Associate.

Check MasterCard® VISA® Discover® American Express®

Credit Card or Check Number

Expiration Date (MM/YY)

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

Kit Shipping Information (if different than above)

Name (Last, First, Middle Initial)

Area Code Daytime Phone Number

Mailing Address

City

State

Zip Code

By signing and submitting this form and payment for a Starter Kit, I acknowledge that I am applying to become a Unicity Distributor, also referred to as an Associate. I consent to Unicity contacting me at the telephone number, fax number, and/or e-mail address listed on my application. I certify that I have read and agree to the Terms and Conditions on the reverse side of this form. I further certify that I have received, have read, understand, and agree to the Unicity Compensation Plan and the Unicity Policies & Procedures, which are incorporated herein and made part of this agreement.

Applicant Signature

Date (MM/DD/YY)

Co-Applicant/Spouse Signature

Date (MM/DD/YY)

Associate Distributorship Application/Agreement

Terms and Conditions

1. I am 18 years of age or older and legally competent to enter into a contract.
2. Upon acceptance of this Distributor Agreement by Unicity International, Inc. ("Unicity"), I will be an independent contractor and licensed distributor (hereinafter "Distributor" or "Associate") of Unicity, which gives me the right to sell Unicity products (the "Products") in accordance with the Unicity Compensation Plan (the "Compensation Plan"). This Distributor Agreement will be deemed accepted by Unicity in its sole discretion when it is entered into the Unicity database. Distributor Agreements submitted by telephone will be temporarily accepted; however, the original Distributor Agreement or a facsimile thereof must be received by Unicity within thirty (30) days for it to be considered for acceptance.
3. I have read the Compensation Plan as well as the Policies & Procedures for Unicity independent Associates (the "Policies & Procedures"). I agree to abide by the terms and conditions of each of these documents, and I agree that the terms and conditions of the Compensation Plan and the Policies & Procedures, including revisions, supplements, and amendments thereto, be and are incorporated herein by this reference. This is an integrated Contract (the "Contract") that also includes the Compensation Plan and the Policies & Procedures. Other than these referenced documents, no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both Unicity and me. I acknowledge that any violation of the Contract or any other agreements or obligations I may have with Unicity or any of its affiliated entities may result in the termination of my Distributorship or other disciplinary action, as deemed appropriate by Unicity. In the event of any inconsistency between the Policies & Procedures and any other publication of Unicity, including the Compensation Plan and these terms and conditions, the Policies & Procedures shall govern.
4. I understand that no purchases are necessary to become an Associate other than the purchase of a Starter Kit, which does not contain any commissionable product and is sold to me at cost. The purchase of a Starter Kit is optional in some jurisdictions.
5. This Distributor Agreement shall be valid for one (1) year from the date of acceptance and is subject to a required annual renewal. I acknowledge that this Distributor Agreement and the Distributorship created hereunder may be terminated by Unicity if the Distributor Agreement is not renewed for any reason. The Distributorship created hereunder is a licensed right that is revocable, and the position this Distributorship creates in the Unicity Associate Organization and/or database is the property of Unicity.
6. If I wish to terminate this Distributor Agreement, I will deliver to Unicity written notification of my intent to terminate. My voluntary termination will be effective as of the date such notice is received and accepted by Unicity.
7. As a Distributor, I am an independent contractor, sometimes referred to as an Associate. I am not an employee, partner, agent, franchisee, joint venturer, or legal representative of Unicity. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my business in any jurisdiction exercising authority over me, including but not limited to the duty to license my business and to collect and pay sales or use tax on retail sales and on products I consume (unless Unicity otherwise agrees to collect and remit such taxes). I will obey any and all federal or local laws, statutes, and regulations applicable to my business and me.
8. Although Unicity or any of its affiliated entities may assist me in becoming aware of applicable laws, rules, and requirements, the sole responsibility to lawfully conduct my independent Unicity business in any jurisdiction rests with me. Therefore, I release Unicity and any of its affiliated entities and their officers, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as an independent Associate or Sponsor of Unicity arising out of any of my acts or omissions. I agree to indemnify and hold harmless Unicity and any of its affiliated organizations for any claim, action, or liability asserted arising out of my actions, omissions, or representations in sponsoring or conducting my independent Unicity business.
9. This Distributor Agreement allows me to recruit prospective Associates of Unicity in the United States and its possessions and territories. I may sponsor Associates in other countries pursuant to the conditions of the Unicity Ambassador Program, which is included in the Policies & Procedures.
10. I understand that only Associates in good standing (as such status is determined by Unicity) may Sponsor new Associates. Unicity, at its sole discretion, may reject this Distributor Agreement without disclosing any reason therefore. If this Distributor Agreement is not accepted or approved, I release Unicity and its officers, agents, advisors, and employees from all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
11. I understand that I am responsible for training and supporting any Associates I Sponsor and/or recruit under the Compensation Plan. I will perform a bona fide supervisory, soliciting, distributive, and/or selling function in connection with the sale of Unicity products to the ultimate consumer. I also agree to train any Associate who I may Sponsor or recruit in the performance of these functions. I will maintain continuing communication with and supervision over my Unicity Associate organization.
12. I understand and agree that my compensation from Unicity is established by the Compensation Plan and will consist solely of Personal Rebates, Generational Commissions, and/or bonuses relating to the sale of or other output derived from in-person sales, solicitations, or orders from ultimate consumers, in the home or otherwise, rather than in a permanent retail establishment.
13. I agree that I may not alter, repackage, relabel, or otherwise change any Unicity product, nor will I sell any such product under any name or label other than that authorized by Unicity. I further agree that I will refrain from producing, selling, and using (for the purpose of advertising, promoting, or describing Unicity's products) any compensation plan, program, writing, recording, or any other materials that have not been previously approved or provided by Unicity.
14. I understand and agree that I may not convey, assign, or otherwise transfer any rights arising hereunder without the prior written consent of Unicity. Unicity may assign the Contract without my consent.
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 therapeutic or curative properties regarding Unicity products or claims involving the Compensation Plan that are not contained in official Unicity literature that is produced and distributed by Unicity.
17. Unicity and its affiliated entities have proprietary rights to its Associates and lists of Associate names. I will not use any Unicity Associate 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 Associate whom I do not personally Sponsor. I further agree that I may not hold a beneficial interest in more than one Unicity Distributorship except as expressly allowed in the Compensation Plan. I will return all existing Associate Lists upon request by Unicity or upon my termination.
18. In the event I choose to purchase Unicity Products on my credit card or banking debit card, my signature on this Distributor Agreement hereby constitutes my authorization to process any order I place to those accounts and to use this as my "signature on file."
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. I agree that proper jurisdiction and venue shall be in the state and federal courts in Salt Lake County or Utah County, Utah. In the event of a dispute, the prevailing party shall be reimbursed attorney's fees and reasonable travel and accommodation costs by the other party.
21. I agree that regardless of the form of claim, whether in tort, contract, or other, Unicity, its subsidiaries, and affiliated companies and their officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits or any claims against Unicity. No legal action may be brought by either party to this Distributor Agreement more than one year after the event giving rise to the cause of action has occurred.
22. I certify the accuracy of all information provided by me in this Distributor Agreement and agree that the providing of false or misleading information authorizes Unicity, at its election, to declare this Distributor Agreement void from its inception.