



Distributorship Agreement

Unicity Health Private Ltd., 9/1, Ulsoor Road, Bangalore 560042, INDIA

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Applicant Information

Name (Last)

Name (First)

Full name as it appears on bank account

PAN Card Number

Nominee Name (Last) (if applicable)

Nominee Name (First)

Current Mailing Address

City

State

E-mail ID

☐ M ☐ F ☐ T

Gender

Birth Date (DD/MM/YYYY)

Mobile Phone Number

Birth Date (DD/MM/YYYY)

☐ M ☐ F ☐ T

Gender

Enroller Information

The Enroller is the Distributor who is facilitating an individual to become a new Distributor of his own accord with Unicity. The Enroller may also be the Sponsor.

Distributor ID Number

Enroller Name

Mobile Number

Sponsor Information

The Sponsor is the Distributor who is the immediate upline of a Distributor

Distributor ID Number

Sponsor Name

Mobile Number

Bank Information

Full Name of Bank

Branch

Bank Branch Indian Financial System Code (IFSC)

Full Address of Bank Branch

Full name of account holders as stated on bank account

Bank Account Number

Pin Code

By signing and submitting this form along with a copy of my PAN card and proof of my address, I acknowledge that I am applying to become a Unicity Distributor. I understand a minimum Product Purchase must be made within 90 days from the date of application to activate my Distributorship. I consent to Unicity contacting me at the telephone numbers and/or e-mail ID listed on my application or as updated. I certify that I have read and agree to the Terms & Conditions on the reverse side of this form. I further certify that I have received, have read, understand, and agree to the Unicity Award plan and the Unicity Policies & Procedures, which are incorporated herein and made part of this Agreement. This form has no cash value.

Date:

Place:

Signature of the Applicant

Please Note : If KYC (Know your Customer) Documents are not submitted within 30 days from the date of joining, the Unicity Distributorship ID will be Suspended Permanently until we receive the required KYC Documents. This form is valid from September 2015.

The Distributorship Agreement

Terms and Conditions

1. I am the age of majority as per the Indian Majority Act, 1875 and legally competent to enter into a contract, and I have joined in this company as Distributor of my own accord.
 2. Upon acceptance of this Distributor Agreement by Unicity Health Pvt. Ltd (Unicity India), I will be an independent contractor and licensed distributor (hereinafter "Distributor") of Unicity, which status gives me the right to sell Unicity products (the "Products") in accordance with the Award Plan. This Distributor Agreement will be deemed accepted by Unicity at its sole discretion when it is entered into the Unicity database, so long as there have been no violations with respect to this application and the Policies and Procedures.; however, the original Distributor Agreement or a facsimile thereof must be received by Unicity within Thirty (30) days of entry into the Unicity database for it to be considered for acceptance. Distributor Agreements appropriately entered online followed by submission of completed Distributor Agreement, copy of the PAN card, and proof of address directly to Unicity or an approved Authorised Unicity Center will be considered for acceptance. The acceptance by Unicity of this Distributor Agreement may be rescinded if Unicity has determined there has been any misrepresentation or violation of the Distributor Agreement.
 3. I have read the Award Plan and the Policies and Procedures for Unicity independent Distributors (the "Policies & Procedures"). I agree to be bound by and abide by the terms and conditions of 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 Award Plan and the Policies & Procedures. With the exception of these referenced documents, no promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both an authorized officer of Unicity and me. I acknowledge that any violation of the 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, at its sole and absolute discretion. Should any inconsistency be found between the Policies & Procedures, the Award Plan, and any amendment hereto, and any other publication of Unicity, the current Policies & Procedures shall govern.
 4. The only requirements to become a Distributor are to submit a completed Distributor Agreement form, copy of the PAN card and proof of address. I understand that a minimum product purchase must be made within Ninety (90) days of my Application being accepted in order to keep my Distributorship active.
 5. If I wish to terminate this Distributor 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.
 6. As a Distributor, I am an independent contractor. I am not an employee, partner, agent, 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 other taxes on sales and on products I consume unless Unicity otherwise agrees to collect and remit such taxes. I will obey any and all central and local laws, statutes, and regulations applicable to my business and me.
 7. Although Unicity or any of its affiliated entities may assist me in becoming aware of applicable laws, rules, and requirements, the sole responsibility to lawfully conduct my independent Unicity business in any jurisdiction rests with me. Therefore, I release Unicity and any of its affiliated entities and their officers, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action that either I or others acting in my interest may have occasion to assert respecting my status or conduct as an independent Distributor or Sponsor of Unicity arising out of any of my 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 my actions, omissions, admissions or representations in sponsoring or conducting my independent Unicity business.
 8. I agree and abide by the stipulations that if any distributor or any member of any stature tries to shift or crossline from their respective upline or to any other upline without any substantial ground and without the permission of the company such member's primary membership will be revoked without any prior intimation.
 9. This Distributor Agreement allows me to recruit prospective Distributors of Unicity Health Private Limited in my Home Country. I may only Sponsor Distributors in other countries pursuant to the conditions outlined in International Sponsoring, which is included in the 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 Distributor Agreement without disclosing any reason therefore. If this Distributor Agreement is not accepted or approved, I release Unicity and its officers, agents, affiliates, advisors, and employees from any and all liability, claims, damages or cause of action.
 11. I understand that I am responsible for training and supporting any Distributors I Sponsor under the Award Plan. I will perform a best effort bona fide supervisory, soliciting, distributing, and/or selling function in connection with the sale of Unicity products to the ultimate consumer. I also agree to reasonably train any Distributor whom I may Sponsor in the performance of these functions. I will maintain continuing communication with and supervision over my Unicity Distributor organization.
 12. I understand and agree that any Awards I receive from Unicity are granted under the rules of the Award Plan or the rules of a Unicity program as may be established from time to time.
 13. I agree that I may not alter, re-package, re-label or otherwise change any Unicity product, nor will I sell any such product under any name or label other than that authorized by Unicity. I further agree that I will refrain from producing, selling, and using any compensation plan, program, writing, recording or any other materials that have not been previously approved or provided by Unicity.
 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 Award 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 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 Award Plan. I will return all existing Unicity 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 with a Authorised Center 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 India. I agree that proper jurisdiction and venue shall exclusively be in the courts at Bangalore and the contract in having arbitration clause as such the dispute is to be settled through arbitration only. In the event of a dispute, the prevailing party shall be reimbursed attorney's fees, court fees, 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 three years after the event giving rise to the cause of action has occurred.
 22. I hereby agree to receive sms/email or both forms of communication, (if any) from Unicity to my registered mobile phone number/email ID.
 23. I have read the Terms and Conditions and after understanding the contents mentioned above I certify that the accuracy of all information provided by me in this Distributor Agreement and agree that the providing of false or misleading information authorizes Unicity to declare this Distributor Agreement void from its inception.
- This form is valid from September 2015.
- Date:.....
- Place:..... Signature:.....