

# Promoter Agreement

# Ublo Club Ltd

20-22 Wenlock Road, London, United Kingdom N1 7GU

It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.

Do not be misled by claims that high earnings are easily achieved.

If you sign this agreement, you have 14 days in which to cancel and get your money back.

## **UK PROMOTER AGREEMENT**

At Ublo Club we believe that ethical business practices are essential to our success, our customers and independent Promoters rely on us to be honest and fair in everything we do, and we expect our independent Promoters to present our services in a similar honest and truthful manner always being mindful of the integrity and reputation of Ublo Club and its Promoters.

By clicking "I AGREE" online, you agree to adhere to the terms and conditions set out below, as well as in the documents which are expressly incorporated into this Promoter Agreement.

Ublo Club Ltd ("Ublo Club" or "The Company") is the promoter of this trading scheme in the United Kingdom.

You must be at least 18 years of age and a resident of the United Kingdom with a UK bank account in your name to become an Independent Promoter of Ublo Club.

In order to comply with UK law, as a promoter of Ublo Club you may not purchase products with a total value of more than £200 within seven (7) days of entering into this agreement.

Ublo Club markets its products to customers through Ublo Club Promoters who participate in this trading scheme under the terms of the Promoter Agreement as introducers of customers to Ublo Club.

I understand and acknowledge that my earnings are generated from the sale of products to end user customers and I am not paid for recruiting distributors into the Ublo Club Ltd business opportunity.

I understand and acknowledge that I must not make and claims that Ublo Club Ltd products are healthy or cure any ailments, diseases or medical conditions and that I must not give any medical advice.

Promoters are independent contractors and do not have a franchise or other exclusive right to sell our products through any other means other than via our websites.

The only financial obligation of a Promoter will be the purchase of a 'Business Builder Kit' (BBK) for £40 (including VAT). This fee is renewable on an annual ongoing basis, subject to any changes to the rules, terms, conditions, procedures, requirements and processing fees as Ublo Club Ltd shall determine in its sole and absolute discretion. No commissions are payable on business builder kits. The Promoter has a free choice whether to purchase any products under this trading scheme.

I understand that by purchasing the Business Builder Kit (BBK) I am agreeing to any changes, amendments or updates to the contract. I also understand this includes any changes, amendments or updates to the compensation plan, commissions, remuneration and rewards. I may cancel at any time by notifying Ublo Club Ltd in writing to Head Office that I wish to do so.

If I cancel the Promoter Membership within 14 days of entering into it, I may return any Ublo Club Ltd products that I have purchased by virtue of my Promoter Membership, to Ublo Club Ltd provided that such products are in the condition in which they were in when I purchased them. In this case I may arrange a product return at my expense, of such goods by contacting Promoter Services. On receipt of the products in original condition, Ublo Club Ltd will refund the price I paid for them in full. Ublo Club Ltd will also refund in full my Business Builder Kit Fee (BBK)

I understand it is my sole responsibility to ensure that I have read and understood the latest up to date promoter agreement and that this can be requested from Ublo Club Ltd Head Office or downloaded by going to the company website at [www.Ublo.Club](http://www.Ublo.Club)

I understand and acknowledge that I am not an employee for tax purposes, or for any other purposes. As a Promoter I have the right to determine my own hours of business and the manner and means by which I operate my business as a Promoter, so long as I remain in compliance with this agreement.

I understand and acknowledge that I am responsible for all costs or liabilities incurred by me in the marketing, sale and/or distribution of all Ublo Club products, including but not limited to, secretarial, office, telephone, travel, food, accommodation and other expenses.

I understand and acknowledge that I must not use misleading, deceptive or unfair recruiting methods and must not make unrepresentative or exaggerated earnings claims.

I understand and acknowledge that I am personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on commissions (if any), and that it is my responsibility as a promoter to maintain proper records as are necessary to ensure the correct assessment and payment of any such taxes or duties and will and make all relevant filings and returns required by law.

I understand and acknowledge that the Company is not responsible for withholding and shall not withhold or deduct from my Promoters commissions, if any, taxes of any kind, unless such withholding becomes legally required.

As an Independent Promoter I agree to use my best efforts to promote the sale of Ublo Club Ltd products to consumers in a manner that enhances the reputation of Ublo Club Ltd, and that my success will only come from sales of Ublo Club Ltd products and those of persons that I have sponsored, directly or indirectly.

I confirm that I will not engage in any deceptive, unfair or illegal practice and will indemnify, defend and hold harmless Ublo Club Ltd from any cost or liability relating to any breach of

this Agreement or violation of applicable law. Ublo Club Ltd may offset against amounts which would otherwise be due me reasonable amounts to cover such indemnity.

I further confirm that if I sponsor others to become Promoters then I will use my best efforts to train, assist and support those that I sponsor to do the same and will communicate and lead by example. I will also allow without hindrance upline promoters to help train, assist and support those that I sponsor. I will make no representations about Ublo Club Ltd products or income opportunity except in compliance with Ublo Club Ltd Rules and applicable law.

I agree and understand that UBLO CLUB LTD (U.K.), 20-22 Wenlock Road, London N1 7GU collects certain personal identifiable information on me. It does so to fulfil its obligations under the promoter relationship and to provide me with the products and services requested. I understand my information may also be used to send me materials about Ublo Club Ltd products and services, or other commercial information, including information on products of Ublo Club Ltd business partners.

I also understand and agree that my contact telephone number(s) may be given to my upline/downline team members and/or customers by Ublo Club Ltd for the purposes of assisting them when required.

I understand that high earnings as a result of my decision to become an Independent Promoter of Ublo Club Ltd are not easily achieved, no representation has been made to me and I have not been misled in this regard.

Ublo Club Ltd reserves the right without limitation and has sole and absolute discretion to alter, update, change, amend or edit the commission / marketing / payment plan and rank structure in any way whatsoever. Notification of any such changes will appear in the company newsletter. Ublo Club Ltd will not be liable for any incidental or consequential damages or financial losses (including commissions) caused by any such alterations, updates or amendments.

### **Promoter Membership Rules**

I understand and acknowledge that the holding of more than one Independent Promoter membership per household such as Husband sponsoring Wife or vice versa or cohabiting partners is strictly forbidden.

In the event that a family member who is not a direct partner or spouse, such as a son or daughter over the age of 18 living at the same address wish to become a promoter, an exception can be sought by contacting member services and if approved will be confirmed in writing.

The Promoter Membership may be sold, willed, assigned or transferred in accordance with the Rules and after written consent has been given within the terms and conditions specified by Ublo Club Ltd in its sole and absolute discretion.

As an Independent Promoter you may promote our products and recruit other Independent Promoters from anywhere within the United Kingdom, but you must not promote our products or business opportunity to anyone not residing in the United Kingdom.

Ublo Club Ltd may terminate my Promoter Membership if it determines I have violated this Agreement (including without limitation the Rules or applicable law) or if I bring the company's good name into disrepute. Ublo Club Ltd may terminate, suspend or take other action regarding my Promoter Membership, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules. Ublo Club Ltd will not be liable for any

incidental or consequential damages or financial losses (including commissions) caused by termination.

**Movement Rules:**

Movement of downline promoters is allowed within 14 days of the promoter enrolment date. Ublo Club Ltd will not be liable for any incidental or consequential damages or financial losses (including commissions) caused by a promoter being moved to a new sponsor.

**Change of Sponsor:**

- a) Movement may be approved if permission is given by at least 7 (seven) direct upline team members in writing to Ublo Club Ltd.
- b) If a distributor cancels their Promoter Membership agreement with Ublo Club Ltd they may re-join under a different sponsor after a period of no less than 6 months has elapsed.
- c) Ublo Club Ltd may move any distributor to a new sponsor for any reason whatsoever if in the opinion of the directors it is in the best interests of Ublo Club Ltd or the promoter that is being moved. Ublo Club Ltd will not be liable for any incidental or consequential damages or financial losses (including commissions) caused by a promoter being moved to a new sponsor.

**Promotion Material:**

I the promoter agree and understand that any media used for the purpose of promoting the services or products of Ublo Club Ltd requires written permission and compliance approval from the company before use. This includes but is not limited to Facebook accounts, Twitter accounts, Internet Marketing, Domain Names, URLs and Websites. Domain names shall not imply they belong to or are part of Ublo Club Ltd. Examples would be: ubloclub.info, ubloclub.org etc.

I understand and acknowledge that I must not register and use any domain names that contain the word 'UBLO' to promote the products or business opportunity, and that my account will be terminated if I were to do so.

I the promoter also agrees and understands that any and all promotion material (including video and written testimonials) once approved become the sole property (including copyright) of Ublo Club Ltd. Any such material may be used, altered, edited and quoted from in any manner that Ublo Club Ltd deems appropriate. Ublo Club Ltd maintains sole ownership and absolute discretion over all material relating to any of its products and services.

**Advertising Standards:**

I the promoter agree and understand that I must comply with the regulatory authorities that apply in any country I am operating in. I also understand that I am fully responsible for any breaches of advertising standards rules and regulations if I promote Ublo Club Ltd products or services using any promotion methods or marketing materials that have not been approved for use by independent agents or distributors of Ublo Club Ltd. I understand that if I use unapproved promotion methods or marketing materials I will indemnify, defend and hold harmless Ublo Club Ltd from any cost or liability relating to any breach of advertising standards rules and regulations.

I also agree that it is my responsibility to make myself aware of the current advertising standards rules and regulations that apply to me. (In the United Kingdom this is governed by the Advertising Standards Authority and the latest rules and regulation can be found at their website <http://www.asa.org.uk>)

**Force Majeure:**

In the event of a Force Majeure (unforeseeable/unpreventable event) Ublo Club Ltd shall not incur any liability to the Promoter for any losses (including the payment of commissions, remuneration and rewards) or damages of any nature whatsoever incurred or suffered by the Promoter.

**Governing Law:**

The Agreement including these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**Legal Provisions:**

Neither Ublo Club Ltd nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly authorized by the law.

This Agreement (including documents incorporated herein and associated to, in their then published form) constitutes the entire Agreement between the Distributor and Ublo Club Ltd. This Agreement shall be binding upon and to the benefit of the parties, their heirs and permitted successors in interest.

**Electronic Disclosures:**

By signing this document or clicking "I AGREE" online, you agree to receive all Disclosures from Ublo Club Ltd electronically which Ublo Club Ltd may send to you by email or by posting the Disclosures on the internet.

You may withdraw your consent to electronic Disclosures in the future at any time without charge. If you need to withdraw your consent, please contact promoter services via the support desk on the website or write to us at: Promoter Services, Ublo Club Ltd, 20-22 Wenlock Road, London N1 7GU, United Kingdom. Please indicate that you wish to receive all future communications in writing. We will send you a confirming notice once we have processed your change request.