

Ublo Club Ltd

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

Independent Business Owner (IBO) Agreement

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

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 Business Agreement.

The payment of your IBO Licence Fee acts as your signature and acceptance of this agreement and of any changes or amendments to this agreement in the future.

Ublo Club Ltd ("Ublo Club" or "The Company") is the operator 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 Business Owner with Ublo Club Ltd.

In order to comply with UK law, as a marketer of Ublo Club products 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 independent Ublo Club business owners who participate in this trading scheme under the terms of the Business 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 other Independent Business Owners into the Ublo Club Ltd business opportunity.

I understand and acknowledge that I must not make any 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.

Business owners are independent contractors and do not have a franchise or other exclusive right to sell our products through any other means other than via your own Ublo Club website by using offline marketing methods fully compliant to the tobacco directive 2016.

The only financial obligation of an Independent Business Owner (IBO) will be the purchase of a 'IBO Kit' 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 IBO kits. As an Independent Business Owner, you have a free choice whether to purchase any products under this trading scheme.

I understand that by purchasing the IBO kit 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 further understand that I may cancel at any time by contacting the B2B Support Team from my back office at <https://ukmarketingclub.com> or by notifying Ublo Club Ltd in writing to Head Office that I wish to do so.

If I cancel my membership within 14 days of entering into it, I may return any Ublo Club Ltd products that I have purchased by virtue of my 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 the B2B Support Team. 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 IBO Kit Fee.

I understand it is my sole responsibility to ensure that I have read and understood the latest up to date business agreement and that this can be requested from Ublo Club Ltd Head Office or downloaded by going to the B2B company website at <https://ukmarketingclub.com>

I understand and acknowledge that I am not an employee for tax purposes, or for any other purposes. As a Business Owner I have the right to determine my own hours of business and the manner and means by which I operate my business, 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, offline advertising, secretarial, office, telephone, travel, food, accommodation and other expenses.

I understand and acknowledge that I am not allowed (by law) to carry out any advertising or marketing online of the Ublo range or business opportunity due to the Tobacco Directive 2016 and 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 an independent business owner 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 commissions, if any, taxes of any kind, unless such withholding becomes legally required.

As an Independent Business Owner I agree to use my best efforts to market 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 other Independent Business Owners 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 Independent Business Owners 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 business owners 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 Independent Business Owner 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 Business Owner 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.

Independent Business Owner Rules

I understand and acknowledge that the holding of more than one Independent Business Owner position per household such as Husband sponsoring Wife or vice versa or cohabiting partners is strictly forbidden. This does not prohibit you from referring another member of your household who wishes to become a customer.

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 an Independent Business Owner, an exception can be sought by contacting the Business Support Team and if approved will be confirmed in writing.

As an Independent Business Owner, I understand that I may sell, will, assign or transfer my business 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.

You may market our products offline and recruit other Independent Business Owners from anywhere within the United Kingdom, but you must not promote our products or business opportunity to anyone not residing in the United Kingdom.

You acknowledge and confirm that you will only market Ublo products and the business opportunity through OFFLINE marketing methods which are fully compliant with the [Tobacco Directive 2016](#) and under which NO ONLINE ADVERTISING OR MARKETING is allowed.

I understand and acknowledge that Ublo Club Ltd may terminate my Independent Business Owner 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 Business Owner 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 business owners is allowed within 14 days of the business owner enrolment date. Ublo Club Ltd will not be liable for any incidental or consequential damages or financial losses (including commissions) caused by an Independent Business Owner 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 Business Owner 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 Independent Business Owner 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 Independent Business Owner that is being moved. Ublo Club Ltd will not be liable for any incidental or consequential damages or financial losses (including commissions) caused by an Independent Business Owner being moved to a new sponsor.

Marketing:

As an Independent Business Owner the production of any marketing material must be fully compliant to the [Tobacco Directive 2016](#) and approved by Ublo Club Ltd before use.

Under the Tobacco Directive 2016, you are not allowed to promote the Ublo product range online in any way including but not limited to, Facebook, Twitter, Instagram, YouTube, Internet Marketing, Email marketing, Text marketing.

Advertising Standards:

I the Independent Business Owner agree and understand that I must comply with the regulatory authorities that apply in the United Kingdom. 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 would be prohibited under the Tobacco Directive 2016 or any Advertising Standards Authority guidelines.

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 on their website <https://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 Independent Business Owner for any losses (including the payment

of commissions, remuneration and rewards) or damages of any nature whatsoever incurred or suffered by you as an Independent Business Owner.

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 the B2B Support Team via your back office at <https://ukmarketingclub.com> or write to us at: B2B Support Team, 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.

Statutory Notice:

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.