

UNICITY DISTRIBUTOR AGREEMENT

APPLICANT INFORMATION													
Title	MR		MS										
Last Name													
First Name													
Company name (if applicable)													
Company registration number (if applicable)													
Postal Address													
Country													
Income TAX number													
Physical Address													
ID No./Passport No.													
Date of Birth													
E-mail Address													
Cell/Mobile No.													
BANK ACCOUNT DETAILS													
Bank's Name													
Branch Code													
Account Name													
Account Number													

1. Object of the agreement:

- 1.1. You acknowledge and agree as that this agreement (“**Agreement**”) is made between [Insert Legal Name of the Distributor Here] (in Your capacity as an independent sales distributor (“**Distributor**” or “**You**”) and Unicity Health Marketing South African Proprietary Limited (“**Unicity**” or “**Us**” or “**Company**”).
- 1.2. Unless otherwise defined or a contrary indication appears, capitalised terms in the Policies (defined below) bear the same meaning in this Agreement.
- 1.3. You acknowledge that you will at all times for the duration of this Agreement:
 - 1.3.1. act as an independent sales distributor, authorized to market (on your own account) to customers the products manufactured and/or sold to you by Unicity (the **Products**);
 - 1.3.2. unless otherwise provided in the Policies and Policies published by Unicity as of 01 January 2017 and as amended from time to time, (the **Policies**) you shall not become the legal owner of any Products delivered to you until the applicable purchase price has been paid in full provided that the risk in the Products shall pass to you on completion of delivery of the Products to you; and
 - 1.3.3. introduce customers and/or other sales distributor to Unicity to enable such customers and/or sales distributor to purchase the Products from Unicity.

2. Your Status and Capacity:

- 2.1. You hereby represent and warrant to Unicity that as of the date of this Agreement:
 - 2.1.1. (in the case of an individual) you are 18 years old and legally competent to enter into legally binding contracts;
 - 2.1.2. the address provided by you at the beginning of this Agreement is your true address;
 - 2.1.3. (in the case of a company) the company has been duly authorized to enter into this Agreement and all resolutions of directors or shareholders necessary for the entry by the company into this Agreement and the performance of its obligations hereunder have been passed and the company’s directors or other signatories of the company have all the necessary power and legal competency to enter into legally binding contracts on behalf of the company; and
 - 2.1.4. you hold all the licenses, permits, registrations and authorisations required for the lawful conduct of your business in South Africa

3. This Agreement and Other Agreements:

- 3.1. Changes to this Agreement

- 3.1.1. We reserve the right to change or amend the terms of this Agreement from time to time and you will be notified as soon as it is reasonably practicable of such changes provided that such changes shall not take effect until you are notified and have accepted such changes. Failure by you to accept such changes may result in a denial of access to Unicity's products.
 - 3.2. By signing this agreement or by clicking "accept" or "agree" to this Agreement when this option is made available to you on Unicity's website, you acknowledge you have read and understood the terms of this Agreement, the Policies and the Unicity Compensation Plan published by Unicity and as amended from time to time (the **Plan**) and agree abide by their content (including but not limited to all other policies, procedures, terms and conditions regulating your business relationship with Unicity), save as amended by this Agreement.
 - 3.3. You acknowledge and agree that the Policies and the Plan shall form an integral part of the contractual agreement between you and Unicity and references to the term "Agreement" shall mean this Agreement, the Policies and the Plan.
 - 3.4. You agree to accept and abide by any written amendments, additions and/or addendums to the Policies published from time to time by Unicity.
 - 3.5. You undertake at all times to comply with the Policies and acknowledge that any breach by you of the Policies may result in the termination of this Agreement.
4. **Unicity's obligations**

Unicity shall:

 - 4.1. supply the Products to you in accordance with the terms of this Agreement;
 - 4.2. where applicable, pay you commissions in accordance with clause 8 below;
 - 4.3. provide any information and support that may reasonably be requested by you to enable you to discharge duties under this Agreement properly and efficiently; and
 - 4.4. perform its obligations in accordance with the Policies.
5. **Independent Distributor Status**
 - 5.1. Unicity has no input or control over the amount of time spent by you in selling and promoting Unicity PRODUCTS.
 - 5.2. You understand and agree that at all times you are an independent Distributor acting on your own behalf and therefore you are neither an employee, partner, agent, legal representative of Unicity and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint venturers, co-owners or otherwise; or (c) allow You to create or assume any obligation on behalf of Unicity for any purpose except as otherwise expressly provide in this Agreement. You are not an employee of Unicity and you are not entitled to any employee benefits.
 - 5.3. You agree that you are personally responsible for all matters relating to Your business including but not limited to all legal requirements regarding your business; compliance with all national, and county applicable to you and your business; and payment by you of all taxes (including but not limited to licensing, corporate taxes, VAT and/or social security).
 - 5.4. You undertake to ensure that all taxes are paid and up to date. You undertake to fully and unconditionally indemnify Unicity against all claims, demands, actions, proceedings, damages, penalties or awards arising out of your non-compliance with the provisions of this Clause.
6. **Limitations**
 - 6.1. You have no authority to alter, modify, waive or change any of the terms, recommended product retail prices or conditions of the Policies.
 - 6.2. You are not permitted to misrepresent, change, repack, alter labels or alter any of the Products in any way, or sell the Products under different names or labels other than those authorized in writing by Unicity.
 - 6.3. You are not authorized to produce, sell or use documents and/or marketing material (including but not limited to online marketing material) that has not previously been authorized in writing by Unicity in accordance with the provisions of the Policies.
 - 6.4. You are not allowed to use the intellectual property of Unicity (including but not limited to the name, trademarks or other protected rights) without obtaining prior written consent from Unicity, and then only in the manner specifically authorized by Unicity. You will use Unicity's intellectual property in accordance with the Policies as published from time to time.
 - 6.5. You undertake not to make nutritional or health statements concerning the Products, particularly statements with reference to healing, alleviation or prevention of illnesses, nor statements concerning the Plan that are not contained in official literature produced and published by Unicity from time to time.

7. Confidentiality

7.1. You agree that at all times during or subsequent to the performance of your obligations in this Agreement, you will keep confidential and not divulge, communicate, or use information relating to Unicity and/or its distributors and/or customers (**Confidential Information**), except for your own use during the term of this Agreement to the extent necessary to perform your obligations in this Agreement. You further agree not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing Confidential Information from Unicity's principal place of business, without prior written approval of Unicity unless you are required by law, a court of competent jurisdiction or any governmental or regulatory authority to disclose the Company Information, in which case you shall first, if legally permissible, promptly notify Unicity of such pending disclosure so that Unicity may have an opportunity to contest or limit such disclosure, and you shall cooperate with Unicity to limit or mitigate the effects of or the extent of such disclosure to the extent legally permissible. References to Unicity in this clause shall include Unicity's subsidiaries, parent undertaking or other subsidiaries of its parent undertaking.

8. Commission

- 8.1. Unicity agrees to pay you commission, in exchange for sale and promotion of the products in accordance with the Policies and the Plan.
- 8.2. If required, Unicity shall report all payments made to you under this Agreement to the appropriate taxing authorities.
- 8.3. All commission to you shall be inclusive of VAT, if applicable and in which case you shall be required to issue to Unicity a valid tax invoice.

9. Term of Agreement

9.1. This Agreement enters into force on the date it is duly signed by both parties (or on the date you accept to be bound by its terms by clicking "accept" or "agree" or any derivatives thereof on Unicity's website) and shall remain in force for one year and will automatically renew at the end of each year unless either party gives a thirty (30) day written notice to terminate or unless terminated in accordance with clause 10 below.

10. Termination

- 10.1. You understand and accept that any breach of this Agreement, the Policies, the Plan and/or any other agreements or obligations that You have entered into with Unicity or an affiliated organization, can lead to the termination of this agreement or to other legal action in accordance with this clause 10 of this Agreement.
- 10.2. If you commit any breach of any term of this Agreement and if such a breach is remediable, fail to remedy that breach within thirty (30) days of you being notified in writing to do so, Unicity reserves its right to terminate your Membership.
- 10.3. Without limiting any of our other rights, Unicity may terminate this Agreement with immediate effect by giving written notice to you if:
 - 10.3.1. Unicity has determined that there has been any misrepresentation or a material breach of the provisions of this Agreement which breach cannot be remedied or which if capable of remedy, has not been remedied in accordance with clause 10.2 of this Agreement.
 - 10.3.2. you fail to pay any amount due under the Agreement on the due date for payment;
 - 10.3.3. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
 - 10.3.4. you are bankrupt or if you are incorporated entity, wound up (excluding a solvent winding up, amalgamation or restructuring) or an application for your dissolution, administration, liquidation or receivership is made by any person;
 - 10.3.5. if you are an incorporated entity, there is fifty per cent (50%) change in shareholding save where agreed by Unicity in writing prior to the change; or
 - 10.3.6. your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under this Agreement has been placed in jeopardy.
- 10.4. Notwithstanding clause 10.3 above, each has a right to terminate this Agreement by providing a thirty (30) day written notice in which this Agreement shall terminate at the end of the last day of such notice.
- 10.5. On termination of this Agreement, the Products in your possession shall be sold, returned or destroyed in accordance with the Policies and provide a signed statement that you have complied fully with your obligations under this clause 10.5.
- 10.6. Termination of this Agreement shall not affect your or our rights and remedies that have accrued as at the date of termination.
- 10.7. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 10.8. You understand that you will indemnify Unicity on demand against each loss, liability and cost which Unicity may incur arising out of the breach of your obligations under this Agreement

11. General

- 11.1. This Agreement cannot be transferred, sold, assigned or otherwise dealt with by you without the prior written consent of the Unicity. Unicity is entitled to transfer its rights and obligations under this Agreement to any other person.
- 11.2. This contract is between you and Unicity. No other person shall have any rights to enforce any of its terms.

