

DISTRIBUTOR AGREEMENT

1. Applicant hereby applies for authority as Independent Distributor of UNO. UNO shall notify the applicant whether the application has been accepted or not. When such notification is issued by UNO, the applicant is deemed MEMBER and as such, he/she has the right to sell UNO products. UNO reserves the right to accept or reject any application, in accordance with the terms and conditions set forth in existing policies and procedures and their subsequent amendments.
2. Upon acceptance, the MEMBER may refer other interested buyers.
3. Applicant has read and agrees to be bound the terms of this agreement, the UNO compensation plan, UNO Code of Conduct and the Policies and Procedures, all of which are incorporated herein by reference and made part hereof for all purpose. UNO reserves the right to change the compensation plan and the policies in its sole discretion, and applicant to be bound by such changes.
4. Applicant is an independent contractor under the terms of this agreement, and not an agent, employee, or legal representative of his/her sponsor or UNO, and will in no way represent him/herself as such. As such, applicant has no power to bind UNO any obligation and applicant is responsible for all applicable income or percentage taxes or other tax, license or fee and social contribution arising out of applicant's activities hereunder.
5. Applicant will not produce, promote, or use materials of any kind describing UNO's names, programs, products and trademark, copyright, or otherwise protected materials, except as previously approved and permitted by UNO.
6. Applicant has the duty to supervise and train any MEMBER that he/she may sponsor as described in the policies. Applicant will explain UNO's program honestly and completely when presenting them to others. Applicant understands and will make clear in any presentation the following: that no earnings are guaranteed by UNO or its programs; no distributor will earn money solely for sponsoring; no specific amount of product may be purchased at any level; commissions are based on product sales; that there are no exclusive territories for MEMBER's in the program.
7. Applicant agrees that compensation is only paid for sales of products to customers and end-users as defined in the policies and the compensation plan.
8. Applicant agrees that he/she is only entitled to one builder package only, or one account only. If the account exceeded one, the company has the right to void that account.
9. Using dummy accounts are strictly prohibited. If the company suspects and proved, your account will be terminated as well as the dummy account.
10. Any assignment of this agreement must be approved in writing by UNO. Successors in interest or assigns must comply with all program requirements.
11. The applicant hereby acknowledges that he/she is of legal age and who can bind himself with the terms set forth herein and to the terms of policies and procedures.

TERMS AND CONDITIONS

1. You are an independent Distributor, and not an employee of UNO.
2. You may not sell, assign, or transfer your MEMBERSHIP to any person or entity without UNO's express written approval.
3. You must pay an annual renewal fee of P____.00 to renew your MEMBERSHIP, which entitles you to continued MEMBER benefits. You may arrange for payment of the annual renewal fee by credit card, cash or the Philippine Payment (PPS).
4. You must pay all required taxes on any income you earn as an independent MEMBER, unless you qualify with your taxing authority for income exempt status. Moreover, unless you submit a sales tax exemption certificate to UNO, the company must include appropriate sales tax on all product purchases.
5. Specific UNO product names as well as the corporate name and logo are the exclusive property of UNO. You may not use UNO's product names, the corporate name or logo to promote your independent business.
6. You should not sell or promote similar or competitive products or services of any other multilevel marketing companies.
7. UNO's waiver of any MEMBER default does not affect UNO's right with respect to any subsequent default or the rights or obligations of any other MEMBER. Delays or omissions by UNO in exercising rights which might arise from a MEMBER's default do not affect the company's right concerning the default or any subsequent default.
8. UNO reserves the right to cancel any MEMBERSHIP at any time if the MEMBER violates the terms and conditions of this agreement or the provisions of existing policies and procedures, UNO compensation plan and UNO Code of Conduct.
9. UNO reserved the right to revise or amend the Policies and procedures and the UNO compensation plan.
10. By signing this agreement, I consent to allow to contact me by means of electronic mail, facsimile, postal and telephone communication to discuss my MEMBERSHIP. I may withdraw my consent at any time in writing to UNO.

INTERNATIONAL SPONSOR APPLICATION AND AGREEMENT

1. I certify that I am legally competent to enter into this contract in the jurisdiction in which I live. I have read the International Sponsor Information relating to the operation of my independent UNO business in authorized countries.
2. I understand that I am authorized as an International Sponsor and granted the right to sponsor Independent Distribution in authorized countries upon UNO's receipt of this application.
3. My right to act as an international sponsor, or receive bonuses, in an authorized country may be revoked at any time if UNO determines that I have violated the terms and conditions of my MEMBERSHIP agreement and/or the requirements of this agreement. If UNO revokes my International Sponsoring Rights, I shall release UNO and its officers, directors, agents, advisors and employees from all liabilities for any loss, expense or damage suffered by me or anyone acting on my behalf as a result of such revocation.
4. This agreement is valid as long as I am in good standing with UNO.
5. I accept sole responsibility to lawfully conduct my independent UNO business with an authorized country. Accordingly I release UNO and any affiliated UNO company, and their officers, directors, agents, advisors and employees from all liability for any of my acts and omissions. I also waive any claim or cause of action which I or my duty-authorized agents may assert relative to my status as an independent UNO MEMBER or an international Sponsor that arise of any of my act and omissions. I agree to indemnify and hold harmless UNO and any UNO affiliated company for any claim, action or liability asserted by third parties arising out of my actions, omissions or representations in sponsoring MEMBERS or conducting my independent UNO business in an authorized country.
6. I will not directly, or through third parties, import/export any UNO products into a country where the products have not been approved for sale by UNO.
7. I agree to research and comply with all applicable laws, regulations and requirements of the authorized country in which I intend to sponsor MEMBERS and conduct and promote my business. I will not sponsor MEMBERS or conduct or promote my business in an authorized country until I have researched and complied with said laws, regulations and requirements and the UNO policies and procedures for that country.
8. I may not transfer or assign any right granted by this agreement to any person or entity without prior written permission from UNO. I may delegate my duties and responsibilities as an International Sponsor to other persons but I remain ultimately responsible for complying with the terms of the MEMBER agreement, and the terms of this agreement and applicable laws, I must directly and constantly supervise any persons who work with me or for me as part of my independent membership.

Applicant Signature

Date