

Terms and Conditions

Univera recognizes that in order to develop a long-term and mutually rewarding relationship with its Associates, everyone must acknowledge and respect the true partnership nature of the relationship, not in legal structure or terms, but in spirit and essence. The employees at Univera corporate headquarters recognize that without happy, loyal and successful field Associates, the company could not exist for very long, and likewise, without a well-run and profitable company, the field would not have a solid long-term business opportunity. Please note that Univera reserves the right to amend the Agreement and its prices, except as may be otherwise set forth in the Agreement. By signing the Associate Agreement, an Associate agrees to abide by all amendments or modifications that Univera elects to make. Amendments shall be effective upon notice to all. Notice will be deemed effective by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (email); or (3) fax-on-demand. The continuation of an Associate's Univera business or an Associate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

In the spirit of mutual respect and partnership, Univera commits to: **In return, Univera expects that its Associates will:**

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| <ul style="list-style-type: none"> • Provide prompt, professional and courteous service to all its Associates and Customers. • Provide the highest quality products, at fair and reasonable prices. • Exchange or refund of the purchase price of any Univera product if an Associate or Customer is not satisfied. • Ship all orders promptly and accurately. • Pay all commissions accurately and on time. • Expedite orders or checks if an error or unreasonable delay occurs. • Roll-out new products and programs, only with field input and planning. • Implement changes in the compensation plan or policies and procedures that affect the field only with input from the Associates. • Support, protect and defend the integrity of the Univera Business Opportunity. | <ul style="list-style-type: none"> • Conduct themselves in an honest, courteous and considerate manner. • Present Univera corporate and product information in an accurate and professional manner. • Not make healing and curing claims or statements or diagnoses. • Present the compensation plan in a complete and accurate manner. • Not make exaggerated income or product result claims. • Make a reasonable effort to support and train Associates and Customers in their groups. • Not enter into cross-line recruiting, unhealthy competition or any other unethical business practices. • Support, protect and defend the integrity of the Univera Business Opportunity. |
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A. Rights Granted

Univera hereby grants to the Associate, a non-exclusive right upon the terms and conditions contained herein and in the Company's Policies and Procedures, to purchase Univera products, to promote and sell Univera products, and to sponsor new Associates in the United States and its territories and in countries where Univera is established. All newly sponsored Associates must be given an opportunity to fully review the most current version of the Company's Policies and Procedures and to complete and sign this Associate Agreement.

B. Independent Business Relationship

The Associate is an independent contractor, and not a purchaser of a franchise or business opportunity, whose success or failure depends on independent efforts. The agreement between Univera and its Associates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Associate. The Associate has no authority (expressed or implied) to bind the Company to any obligation.

C. Identification

All Associates are required to provide their Date of Birth and Social Security Number or a Federal Employer Identification Number to Univera on the Associate Agreement. Upon enrollment, the Company will provide a unique Associate Identification Number to the Associate by which he or she will be identified.

D. Compliance with All Applicable Sales Tax Laws

Univera will charge sales tax on actual purchase price according to applicable tax rates for the area in which the sale is made. This is determined based on the location to which the products are shipped by Univera, unless the Associate has submitted a Resale Tax Certificate Form, including a copy of the appropriate current Sales Tax License. Some states charge sales tax on shipping. Univera will charge sales tax on shipping for those states requiring such tax.

E. Representations made by Univera Associates - Indemnification

Associates agree to indemnify Univera and hold Univera' directors, officers, employees and agents, harmless from any and all liability including judgment, civil penalties, refunds, attorney's fees, court costs, or lost business incurred by Univera as a result of the Associate's unauthorized representations or actions. This provision shall survive the termination of the Associate Agreement.

F. Dispute Resolution

When an Associate has a grievance or complaint with another Associate or with the Company regarding any practice or conduct in relationship to their respective Univera business, the complaining Associate should first report the problem to his or her Enrolling Associate who should review the matter and try to resolve it with the other party's upteam or with the Company, if applicable. If the matter cannot be resolved, it must be reported in writing to the Univera corporate office. Univera will review the facts and attempt to resolve it.

G. Arbitration

Any controversy or claim arising out of or relating to the Associate Agreement, or any alleged breach thereof, shall be settled by arbitration administered by the American Bar Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If an Associate files a claim or counter-claim against Univera, he or she may only do so on an individual basis and not with any other Associate or as part of a class or consolidated action.

H. Returns

Please refer to the back of your invoice which accompanies each order, and the Univera Policies & Procedures booklet for the return policy. A pre-approved Return Merchandise Authorization Number must be obtained by calling Customer Care at 877-627-4749. The empty, partially used or unused product package(s) or container(s) must be returned to Univera to qualify for the 90-day money back guarantee.

I. Change of Placement

The enrolling Associate will have 30 days (one calendar month) to move placement of new Associate. This is a one-time move only.

J. Advisory

If you are a member of another Direct Selling Company, we highly encourage you to review your existing contract with that company and that company's policies and procedures. Some companies in the Direct Selling Industry have implemented NON-COMPETE clauses that may limit your right to join a new DS venture if you are still actively involved with that existing company. Violation of such a NON-COMPETE clause may put you in jeopardy of violating your contractual obligations to that company.