

Independent Affiliate Agreement

1. I understand that as a Unifii Corporation Independent Affiliate:

- a) I have the right to offer for sale Unifii Corporations products and services in accordance with these Terms and Conditions.
- b) I have the right to enroll persons in Unifii Corporation.
- c) If qualified, I have the right to earn commissions pursuant to the Unifii Corporations Referral Plan.

2. I agree to present the Unifii Corporations Marketing and Referral Plan and Unifii Corporations products and services as set forth in official Unifii Corporations literature.

3. I agree that as a Unifii Corporation Independent Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Unifii Corporation. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF UNIFII CORPORATION FOR FEDERAL OR STATE TAX PURPOSES. Unifii Corporation is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the Unifii Corporations Replicated Website and Privacy Policy, Consent to Electronic Record contained herein, the Unifii Corporations Referral Plan, and the Unifii Corporations Policies and Procedures all of which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Unifii Corporations Replicated Website and Privacy Policy, the Unifii Corporations Referral Plan, and the Unifii Corporations Policies and Procedures at the time I sign this Agreement, I understand that they are posted at www.unifii.io, and are also in my Unifii Corporations Back Office. I will review the Unifii Corporations Replicated Website and Privacy Policy, the Unifii Corporations Referral Plan, and the Unifii Corporations Policies and Procedures within five (5) days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures, Referral Plan, or Unifii Corporations Replicated Website and Privacy Policy my sole recourse is to notify the company and cancel my Unifii Corporations Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures, Unifii Corporations Replicated Website and Privacy Policy and Referral Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Unifii Corporations. I understand that the Agreement may be amended at the sole discretion of Unifii Corporations, and I agree to abide by all such amendments. Notification of amendments shall be posted on Unifii Corporations' website OR in my Unifii Corporations Back Office. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Unifii Corporations business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my Unifii Corporations business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Member. I shall not be eligible to sell Unifii Corporations products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Unifii Corporations reserves the right to terminate all Member Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to Unifii Corporations at its principal business address or via email to: compliance@unifii.io.

6. I may not assign any rights under the Agreement without the prior written consent of Unifii Corporations. Any attempt to transfer or assign the Agreement without the express written consent of Unifii Corporations renders the Agreement voidable at the option of Unifii Corporations and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, Unifii Corporations may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that Unifii Corporations may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Unifii Corporations.

8. Unifii Corporation, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless Unifii Corporations and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless Unifii Corporations and its affiliates from all liability arising from or relating to the promotion or operation of my Unifii Corporations business and any activities related to it (e.g., the presentation of Unifii Corporations products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Unifii Corporation for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Unifii Corporations at its discretion, constitutes the entire contract between Unifii Corporation and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by Unifii Corporation of any breach of the Agreement must be in writing and signed by an authorized officer of Unifii Corporation. Waiver by Unifii Corporation of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of Hong Kong without regard to principles of conflicts of laws. In the event of a dispute between a Member and Unifii Corporation arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through non-binding mediation as more fully described in the Policies and Procedures. Unifii Corporation shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the Hong Kong Court.

Consent to Electronic Record

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), requires that you consent to entering into an electronic agreement with Unifii Corporation LLP ("Unifii Corporation") before an online version of the Unifii Corporations Independent Affiliate Agreement is entered into.

Please read the following information carefully.

Should you enter into an online Independent Unifii Corporation Agreement ("the Agreement"), you will not be required to submit a paper application. The entire agreement between you and Unifii Corporations will be evidenced by an electronic record. To enter into the Agreement, you must additionally electronically acknowledge that you agree to the Agreement Terms and Conditions, the Unifii Corporations Replicated Website and Privacy Policy, the Unifii Corporations Referral Plan, and the Unifii Corporations Policies and Procedures.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer ("PC") with internet access, operational Internet browser software (e.g., *Mozilla Firefox, Google Chrome, Safari, or Internet Explorer*), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, Unifii Corporation will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

Your consent will apply to all transactions between you and Unifii Corporation.

As a Unifii Corporation Independent Affiliate (distributor), you will be provided with a Unifii Corporation replicating website and Back Office. You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by logging into your Back Office and notifying Unifii Corporation of your election to withdraw this consent or to update your personal information. Alternatively, you may notify Unifii Corporation by emailing written notice to compliance@unifii.io or by submitting a ticket through the Unifii Corporation internal member support site. By entering into the Agreement, you agree that Unifii Corporation may amend the same (including the Agreement Terms and Conditions, the Unifii Corporation Replicated Website and Privacy Policy, the Unifii Corporation Referral Plan, and the Unifii Corporation Policies and Procedures) at its sole discretion at any time. Prior versions are archived by Unifii Corporation. Should you wish to obtain a copy of any archived version of the Agreement Terms and Conditions, the Unifii Corporation Replicated Website and Privacy Policy, the Unifii Corporation Referral Plan, and the Unifii Corporation Policies and Procedures, send a written request to Unifii Corporation via email to compliance@unifii.io or by request through a support ticket on the member support site. Your request must include your name, your Unifii Corporation identification number, and your E-mail address. Upon receipt of such a request, Unifii Corporation will email you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. The most current version of the Agreement Terms and Conditions, the Unifii Corporation Replicated Website and Privacy Policy, the Unifii Corporation Referral Plan, and the Unifii Corporation Policies and Procedures are always available for viewing, printing and downloading through your Unifii Corporation Back-Office, support site and public website.

Please indicate your consent to the above by clicking on the "Agree" button below. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically.

UNIFII CORPORATION LLP ("UNIFII CORPORATION") INDEPENDENT AFFILIATE APPLICATION AND AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND UNIFII CORPORATION. UNIFII CORPORATION IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE AGREEMENT TERMS AND CONDITIONS, THE UNIFII CORPORATION REPLICATED WEBSITE AND PRIVACY POLICY, THE UNIFII CORPORATION REFERRAL PLAN, AND THE UNIFII CORPORATION POLICIES AND PROCEDURES, AND THE BUSINESS ENTITY REGISTRATION FORM (THE BUSINESS ENTITY REGISTRATION FORM IS ONLY APPLICABLE TO THOSE WHO ENROLL USING A BUSINESS ENTITY SUCH AS A CORPORATION, LLC, PARTNERSHIP, ETC., RATHER THAN IN THEIR INDIVIDUAL CAPACITY). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO ABIDE BY THE TERMS CONTAINED IN THESE DOCUMENTS INCLUDING THE COMPANY'S RETURN AND REFUND POLICY BY CLICKING I AGREE BELOW.

The term of the Independent UNIFII CORPORATION affiliate Agreement is one year and may be renewed for successive one year terms on each anniversary date of the Agreement. If the Agreement is not renewed on each anniversary date, it will be cancelled and you will lose all rights as a Unifii Corporation Independent Affiliate. So that you do not inadvertently forget to renew and lose these benefits, Unifii Corporation offers an optional automatic renewal program.

This Application will not be "signed" in the sense of a traditional paper document. To "sign" this Application, enter any alpha/numeric character(s) or combination thereof of your choosing, preceded and followed by the forward slash (/) symbol. In addition, your name and the date must be filled-in where indicated. With respect to your signature, any combination that you adopt will suffice. Most applicants simply enter their names between the two forward slashes, although acceptable "signatures" could include /jane doe/; /jd/; or /123-4567/