

TERMS AND CONDITIONS OF BEING A BUSINESS ASSOCIATE (AGREEMENT)

Independent Party

1. A Business Associate (BA) is an independent party who is successfully appointed to become a Business Associate of Unilever Thai Trading Company Limited, established under Thai Law, headquarters located at Unilever House, 161 Rama9 Road, Huay Kwang, Bangkok Thailand. (the "Company")
2. A Business Associate is not an employee, agent representative, legal shareholder, or in a joint venture with the Company. Thus, you are prohibited from representing yourself as such. In addition, any agreement or obligations between you and other persons is your sole personal responsibility.

Application for Business Associate

3. A Business Associate must be an honest and responsible individual and must have been referred by a referrer who is already a Business Associate (BA), Affiliate (AF) or Privileged Shopper (PS) of the Company, and has paid the application fee to the Company.
4. Any person applying to become a Business Associate (BA) with the Company ("Applicant") must fill in a Business Associate (BA) Application Form ("Application Form") provided by the Authorized Distributor, Company's representative or through the Company's website. All sections of the Application Form must be completed honestly, accurately, and correctly, and all additional supporting documents required by the Company (including documents requested by the Company separately) must be provided to the Authorized Distributor, Company's representative or through the Company's website. The Applicant will be assigned the account ID once Company has appointed you as a Business Associate of the Company.
5. The Applicant must be at least 18 years old, with Philippines nationality or holding a permanent residence (PR) status in the Philippines. In case that the Applicant is a juristic person, it must be established under the laws of the Philippines only.
6. The Applicant acknowledges and understands that he/she cannot be forced to purchase any Products from the Authorized Distributor or maintain minimum inventory and neither will the Applicant as a Business Associate be required to purchase the Products in order to earn any privileges organized by Company, Company's representative or the Authorized Distributor.
7. The Applicant is not allowed to apply for more than one Business Associate account.
8. The Company reserves the right to withdraw or cancel any Business Associate's membership and/or distribution rights immediately without prior notice if it has found that incorrect/ false information have been provided.

Purchase of Products

9. Upon becoming a Business Associate, you have obtained the Company's permission to order and purchase Products at wholesale prices and will thereafter distribute the said Products to Retail Consumers.
10. If you wish to purchase the Products in the Philippines, you are required to purchase them at sale channels operated by the Authorized Distributor named aCommerce, Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, located at 10 P. Antonio St. Brgy. Ugong, Pasig City, Philippines.
11. You agree and understand that the purchase agreement by way of placing Product orders at available shops or online channels between you and Authorized Distributor constitutes a distinct and separate agreement from this Application/Agreement with Company. Under the purchase agreement, Authorized Distributor will offer you Products at wholesale price.
12. You can pay for a purchase of Products and/or Sales Aids by cash, credit cards or direct debit, advance transfer to Authorized Distributor's account, or other means provided by the Authorized Distributor. The Authorized Distributor will process your order and deliver the products to you after the payment thereof is made. The Company encourages you to check out the relevant terms and conditions of purchasing the Products set out by Authorized Distributor before placing your order.

13. The Company advises you not to order or buy the Products more than the number you can distribute to Retail Customers or be able to personally consume or use within one (1) month. We also recommend that you should distribute or consume the Products up to seventy (70) percent of the previous purchase before ordering a new purchase. In case of any doubts, the Company reserves the right to verify your Product's selling and inspect documentation of retail sales or request the Company's representative to do so.
14. You can purchase Products based on your own decision and the Products shall be sold to Retail Customers in the Philippines only at the price defined in the Products catalogue that you may receive from the Authorized Distributor.

Marketing of Products and Service

15. You shall present the Products and the Company's business, or hold a meeting or seminar in conformity with terms and conditions prescribed in this Application/Agreement, and shall refrain from giving any commitment or promise to anyone as to earning stable income, including but not limited to presentation or declaration of Business Associate's income earned from being a Business Associate such as showing a receipt of compensation package.
16. You may also sponsor new Business Associates or prospective persons in countries where the Company is officially opened.
17. You have the duty to provide the receipt related to the sales of Products to your Retail Customers (RC) every time they purchase the Products from you. The issued receipt shall contain details at least your name and account ID as the seller, RC name as the purchaser, the date of the sales, the price per Product, the amount of Products purchased and the delivery date of the Products. Such receipt must also state the rights of RC to terminate the contract which shall be prescribed with emphasized alphabets.
18. You are prohibited to directly or indirectly distribute or exhibit the Company's Products and Sales Aids by yourself or passing by any person at any retail shop, wholesale shop, drugstore, education place, cooperative, goods exhibition, market, internet or public place where operating similar activity to the said places without the Company's letter of consent. You shall submit the request intent and description of the activity that you want to participate to the Company at least thirty (30) days in advance.
19. The names, trademarks, logos, pictures, brands, Sales Aids or intangible commercial assets of the Company, are solely copyrighted by the Company. Any republication and copying without the Company's letter of consent in advance is not permitted. In case of the Company's logo or name is used in any material, it must also contain the words "Independent Party".
20. You shall use the name card or business card formatted and coloured in line with Company's specification. You can order the name/business cards from the Company and bear costs associated with your name card order, or you may select to order from other persons or print by yourself for which you have to ensure that such cards will contain all details as required by law and the Company's Policies and Procedures.
21. The name card shall contain your name, account ID, address, telephone number and your picture. You are prohibited to use the Company's address and telephone number. If you did not perform according to above conditions, the Company will fine you one thousand Pesos (PhP1,000.-) per name card.

Exchange and Refund Policy

22. The Company shall warrant that the Authorized Distributor will refund you one hundred (100) percent of the wholesale/promotion price on Products returned which were sold by the Authorized Distributor.
23. You may return the Products within the specified days under the following conditions;
 - 23.1 If you purchased the Products at Authorized Distributor's shop, you have the right to return the Products within ninety (90) days from the date of purchase. You are required to inform the Company regarding the return in writing and you agree to return the Products along with its original invoice to Authorized Distributor at the shop where you bought the Products to be returned.

23.2 If you purchased the Products from the Authorized Distributor's website, you have the right to return the Products within thirty (30) days from the date of purchase. You are required to inform the Company regarding the return in writing and you agree to return the Products along with its original invoice to the Authorized Distributor's shop. The shipping fee is your responsibility.

After receiving your written refund request, the Company may examine your refund request and you may be asked to provide additional documents to verify your purchasing order.

24. The Products and Sales Aids can be exchanged and returned to Authorized Distributor under the following conditions:
- a) Products or Sales Aids are damaged during delivery.
 - b) Error from incorrect sending of Products or Sales Aids.
 - c) Products or Sales Aids are defective or damaged from production process.
 - d) The quality of Products or Sales Aids is below standard.
25. The Products can be returned in accordance with article 23 and 24 under the following conditions;
- a) The Products must be returned in the received condition.
 - b) The Products must be returned in the original shipping package.
 - c) The Product's packaging must not be opened.
 - d) The Products must not be used, and
 - e) The packaging and Products condition must be suitable for reselling.
- Notwithstanding the foregoing, the Company reserves the right to deny the refund, in the following cases;
- f) The returned Products do not meet the stated conditions a) – e).
 - g) The return conditions of such Product(s) are specified otherwise.
 - h) The damage of Product is caused intentionally or by improper use.
 - i) The returned Product is a different piece from the purchased Product as mentioned in the invoice.
26. In case you return the Products purchased at the Authorized Distributor's shop, you acknowledge that the Authorized Distributor will issue a credit note at the amount equal to the returned Products' price specified in the invoice. The credit note can be used to purchase other Products available at Authorized Distributor's shop and will be valid until the end of next month. In case that you return the Products purchased from the Authorized Distributor's website, the Authorized Distributor shall issue a refund to you through your bank account within fifteen (15) days from the date of return.
27. In case you request to return the Products at the Authorized Distributor's shop and notify Company that you wish to resign from being a Business Associate, the Authorized Distributor will refund you ninety (90) percent of the price of the returned Products. The refund will be made by transferring to your bank account within fifteen (15) days from the date of return.

Sales Compensation Plan

28. You can receive the Commission and Cash Bonus only on a monthly basis, if you fulfil all requirements of the Sales Compensation Plans, and you are solely responsible for all relevant taxes payment and compliance (Value Added Tax, Personal Income Tax, and Corporate Income Tax) at your own costs. The Company has no obligation to pay such tax expenses.

Authorization to Transfer Personal Data

29. In order to provide you with international support, you agree and authorize the Company to:
- a) Transfer and disclose your personal data and/or confidential information, which you have provided to the Company in connection with your business associateship and organization for which have been developed as a result of your business activity as a Business Associate, to
 - (i) the Company's affiliated companies or Unilever Group wherever located,
 - (ii) your upline when the Company determines it is appropriate, and
 - (iii) applicable government agencies or regulatory bodies if required by the relevant laws.

You will have the option to block the transfer of certain information that may be provided to your upline.

b) use your personal data for recognition and marketing materials or to the extent of providing you with support unless you request in writing to the Company that you would not allow Company to do so.

In addition to the authorization to use your personal data described above, you agree that any other disclosure of your personal data will be governed by Company's Privacy Policy, as it may be modified from time to time. The Privacy Policy may be viewed on the Company's website.

30. With regard to your personal data, the Authorized Distributor may collect and use the same for the purposes of selling the Products to you. Thus, the Applicant hereby expressly authorizes the Authorized Distributor to make available, release, and disseminate all or part of your personal data and other information related to purchase transactions to the Company.
31. The Applicant hereby expressly authorizes the Company to make available, release, and disseminate all or part of your personal data set forth herein to the Authorized Distributor or service provider/third party contractor to be engaged by Company within the Philippines.

International Business

32. The Applicant hereby expressly authorizes the Company to make available, release, and disseminate all or part of your personal data set forth herein to Authorized Distributor or service provider/third party contractor to be engaged by the Company within the Philippines.
33. Prior to the official opening of Company's business in an Authorized Country, the permissible activity in an unopened country is limited to providing business cards and conducting, organizing or participating in meetings where the number of attendees at any given meeting, including you, does not exceed five (5). All participants in such meetings must be your personal acquaintances. All cold calling techniques (soliciting persons who are not prior personal acquaintances of the contacting BA) are strictly prohibited in such unopened countries.
34. In Authorized Country, all your activities must strictly be in accordance with Company's policies to be applied in such country. You are required to notify the office of the Authorized Country regarding your intended activities and must ensure that your business activities will fully be complied with specific laws, regulations of such country.

Termination

35. You can request to terminate this Agreement by giving written notice to the Company or Authorized Distributor.

Integrated Contract

36. These provisions of this Application Agreement are part of the Company's Contract which regulate Business Associate. You are responsible for studying and complying fully with them, especially the Policies and Procedures.
37. In the event of any conflict between any provisions in the Application/ Agreement and the Policies and Procedures, the Application/Agreement will prevail to the extent of the inconsistency.

(***Contract** means the agreement between the Applicant and the Company composed of this document (Application/Agreement), Policies and Procedures, the Sales Compensation Plan and other agreement related to business conduct with the Company, and those document is available on Company's website.)

Indemnity and Limitation of Liability

38. To the maximum extent permitted by law, the Company's sole liability for any loss or damage, liability, claim, demand, cause of action or expense of any nature whatsoever, arising out of or resulting from this Contract or the performance or breach hereof shall be limited to the price of the Company's Starter Kit. Further, to the extent permitted by law, the Company shall not be liable for any indirect or consequential damages or losses incurred as a result of this Contract, the performance or breach thereof, including but not limited to lost profits. You shall indemnify and hold the Company harmless from and against any and all loss, damage, liability, claim, demand, cause of action and expense (including but not limited to legal fees and expenses) arising out of, or in connection with, your activities pursuant hereto or otherwise.

Miscellaneous

- 39. You represent and warrant that you are authorized to enter into this Application/ Agreement and that you have met all legal requirements to enter into this Application/ Agreement and to conduct direct selling business or any other acts in relation thereto in the Philippines, and you agree to comply with all laws, statutes and regulations of the Philippines.
- 40. You acknowledge that each Authorized Country may have specific laws and requirements applicable to you as a sponsor of distributors in that Authorized Country, and you agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all immigration, visa and registration requirements.
- 41. If any provision of this Application/ Agreement shall, to any extent, be held to be invalid or unenforceable, it shall be deemed to be separate and severable from the remaining provisions of this Application/ Agreement, which shall remain in full force and effect and be binding as though the invalid or unenforceable provision had not been included.
- 42. You may not convey, assign, or otherwise transfer any rights conveyed by this Application/Agreement to any persons without express and prior written consent of the Company, which consent will not be unreasonably withheld.
- 43. Words and expressions defined in this document and used in the Policies and Procedures shall bear the same meaning.
- 44. Any expenses, penalties, or fines incurred due to non-compliance with local laws will be borne by the Business Associate at their own costs.

Governing Law/Jurisdiction

- 45. This Application/Agreement shall be governed and construed in accordance with the laws of Thailand. Any provision held to be invalid shall be null and void without affecting the remainder of this Application/Agreement and shall be replaced by a valid and enforceable provision having an economic effect that approximates as closely as possible the original intension of the parties. In case of a dispute arising out of, you agree to submit to the jurisdiction of the courts of Thailand for resolution of any conflict or litigation arising under, or purporting to interpret, this Application/Agreement.
