

### WHAT IS THE EASYSHIP LOYALTY POINTS PROGRAM (“ELP”)?

The ELP is a reward program which entitles Unicity’s Distributors and Preferred Customers (which in this document are together referred to as “Participants”) to earn Easyship Loyalty Points (“Points”) which can be redeemed for free Unicity products (“Products”).

### WHO CAN EARN POINTS?

The ELP is available to all Unicity Distributors and Preferred Customers (as such terms are defined in the Unicity Policies & Procedures.

### WHAT IS THE COMMENCEMENT DATE AND DURATION OF THE ELP?

The ELP will commence in October 2015 and will be a continuing program until such time as Unicity gives notice that the ELP is to terminate.

### HOW MANY POINTS MUST BE EARNED?

A total of 6 Points can be earned over period of 6 consecutive calendar months (“ELP Period”), with one Point being awarded for each calendar month of the ELP Period in which an Easyship order is fulfilled.

A new ELP Period will commence upon expiry of the preceding ELP Period.

### HOW ARE POINTS EARNED?

One Point is awarded for each calendar month of the ELP Period in which Participant maintains a valid Easyship Agreement and who enables the the Easyship Agreement to be fulfilled. The following requirements must be satisfied by the Participant:

- The Participant must have signed, dated and sent to Unicity the Easyship Agreement. Unicity must have received the signed and dated Easyship Agreement. If Unicity does receive a signed copy of the Easyship Agreement, it has the right to exclude the Participant from participation in the ELP until such time as the signed and dated agreement is received.
- The Easyship Agreement must be valid for the duration of the ELP Period and must not be cancelled or terminated during the ELP Period.
- The Participant must have paid for all products which are subject to the Easyship Agreement. If any products have not been paid for, or if the Participant’s payment is for any reason not received, the Easyship Agreement and the right to participate in the ELP will immediately cease.

### CAN A PARTICIPANT LOOSE THE BENEFIT OF THE POINTS?

Yes. The following conditions apply:

- If a Participant terminates its position and/or leaves Unicity with the ELP Period, the Points are automatically terminated.
- If a Participant’s Easyship Agreement is cancelled and/or terminated (whether by the Participant or by Unicity) at any time during the ELP Period, the ELP Period automatically ends and any Points which the Participant may have accrued under the ELP during the ELP Period shall automatically be cancelled.
- If after cancellation and/or termination of the Easyship Agreement the Participant subsequently wishes to participate in the ELP, then (subject to the Participant entering into a new Easyship Agreement in accordance with the Unicity Policies & Procedures) the relevant ELP Period starts anew and all previously accrued Points are cancelled.



**DOES A PARTICIPANT HAVE TO PURCHASE A CERTAIN AMOUNT OF PRODUCTS FROM UNICITY TO PARTICIPATE IN THE ELP?**

The only requirement to participate in the ELP is for the Participant to have a valid Easyship Agreement pursuant to which the Participants pay for Products to be despatched to it during the ELP Period.

**CAN A PARTICIPANT CHANGE OR AMEND IT'S MONTHLY EASYSHIP ORDER DURING THE ELP PERIOD?**

Changes to the Easyship order can be made, subject to the following:

- Any change must comply with the terms of the Unicity Policy & Procedures; and
- Any change of products ordered pursuant to an Easyship order, or any change of the payment date of the Easyship order, must be made within the same calendar month of the Easyship order. If a change results in an Easyship order not being processed during the relevant calendar month, the ELP Period shall terminate.

**WHAT REWARD DOES THE PARTICIPANT RECEIVE AT THE END OF THE ELP PERIOD?**

Subject to the Participant complying with the terms of the ELP for the duration of the ELP Period, the Participant shall be entitled to redeem the Points, at no cost to the Participant, for a quantity of products ("ELP Reward") equal in amount to the lowest quantity of products ordered pursuant to an Easyship order during the relevant qualifying ELP Period.

**WHEN WILL THE ELP REWARD BE DISTRIBUTED?**

The ELP Reward will be distributed to the Participant in the calendar month immediately following the end of the ELP Period (ie in the 7th calendar month).

When you qualify for the ELP, your equivalent monthly Easyship amount of product is delivered with your 7th month Easyship delivery.

**WHEN DOES A NEW ELP PERIOD COMMENCE?**

A new ELP Period will commence either:

- In the calendar month immediately following the end of the last ELP Period. By way of example only, if a Participant receives an Easyship order every calendar month for 6 consecutive months, a new ELP Period will commence in the 7th calendar month.
- If at any time the Easyship Agreement is cancelled and/or terminated, a new ELP Period will commence in the same calendar month that a new Easyship Agreement is entered into. By way of example only, if a Participant receives an Easyship order every calendar month for 5 consecutive months but cancels the order at the end of month 3, a new ELP Period will only commence when a new Easyship Agreement is entered into.

**DOES THE ELP REWARD ENTITLE THE PARTICIPANT TO QUALIFY FOR THE PAYMENT OF COMMISSION?**

No. No commission, reward, benefit or entitlement is accrued or payable to the Participant in respect of the ELP Reward.

**DOES THE ELP REWARD QUALIFY AS A VALID EASYSHIP ORDER FOR THE PURPOSE OF THE ELP?**

No. The ELP Reward is a free reward which does not entitle the Participant to benefit from or qualify for any other Unicity reward. The ELP Reward is in addition to, and not instead of, the regular Easyship order made pursuant to a valid Easyship Agreement.

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**IS THERE A CAP ON THE AMOUNT OF PRODUCTS WHICH CAN BE ORDERED PURSUANT TO AN EASYSHIP AGREEMENT DURING THE ELP PERIOD?**

No. Subject to the general terms of the Unicity Policies & Procedures, a Participant can place an Easyship order with Unicity for as many Products as the Participant may require.

The Participants should note that the ELP Reward will equate to the lowest amount of products ordered during the ELP Period. By way of example only, if 5 consecutive monthly Easyship orders of €5,000 are made, and in the 6th consecutive month an order for €1,000 is made, the ELP Reward which the Participant will qualify for will equate to a quantity of Unicity products equal in amount to €1,000.

**CAN THE ELP REWARD BE EXCHANGED FOR MONEY OR ANY OTHER BENEFIT OR ENTITLEMENT?**

No. The ELP Reward cannot be exchanged for money or any other benefit or entitlement. The ELP Reward is comprised of Unicity products only.

**CAN THE ELP REWARD BE ASSIGNED TO ANY OTHER PARTICIPANT OR THIRD PARTY?**

No. The ELP Reward is personal to the Participant and cannot be assigned to any other Participant or third party.

**CAN THE ELP REWARD BE SOLD BY THE PARTICIPANT?**

Yes, but the Participant will only be entitled to sell the ELP Reward and benefit from the proceeds of such sale. The ELP Reward does not benefit from any entitlement to commissions or otherwise. Any sale of the ELP Reward is at all times subject to the terms of the Unicity Policies & Procedures.

In addition, the Participant is entitled to use the ELP Reward as free samples to be given to its customers of sub-Participants.

**CAN THE PARTICIPANT CHOOSE WHICH PRODUCTS ARE SENT AS PART OF A QUALIFYING ELP REWARD?**

Whilst Unicity will try to allow the Participant to choose which products comprise the ELP Reward, this may not always be possible and Unicity at all times reserves the right to send such products as part of the ELP Reward as it deems fit.

**GENERAL TERMS & CONDITIONS**

The following terms apply:

- The terms of the Unicity Policies & Procedures are incorporated into this document.
  - The terms of the ELP set out in this document, and a Participant's entitlement to participate in the ELP, is at all times subject to the terms of the Unicity Policies & Procedures (as amended from time to time).
  - Unicity reserves the right entirely at its discretion:
    - o To change, amend or alter the terms of the ELP without any advance notice to the Participants.
    - o To determine whether or not a Participant is entitled to participate and benefit from the ELP and/or earn Points.
    - o The Participant has no right to challenge or appeal Unicity's exercise of its discretion pursuant to this document.
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