

ALL UNITED Distributors and Franchisee Terms and Conditions

1. Introduction

These Terms and Conditions govern the relationship between ALL UNITED by Aura Skin and Energy (the "Company") and its Distributors and Franchisees (collectively referred to as "Partners"). By entering into a distributorship or franchise agreement with ALL UNITED by Aura Skin and Energy, you agree to comply with the terms set forth below. Please read them carefully.

2. Eligibility and Application

All potential Distributors and Franchisees must complete the official application process, meet the eligibility criteria, and accept these Terms and Conditions. The Company reserves the right to approve or reject any application at its discretion.

3. Non-Exclusive Agreement

Partners are granted a non-exclusive right to distribute ALL UNITED products or operate an ALL UNITED franchise within the agreed territory. There is no lockout clause preventing the Company from appointing other distributors or franchisees within the same or different territories.

4. Use of Brand and Materials

Partners are authorized to use ALL UNITED's branding, marketing materials, and trademarks solely for the promotion and sale of ALL UNITED products. Any misuse of the brand or materials is strictly prohibited and may result in termination of this agreement.

5. Product Distribution and Sales

Distributors and Franchisees are responsible for managing their sales operations, including product pricing (as agreed upon), local marketing, customer service, and ensuring compliance with local laws and regulations. Products sold to non-members of One Society will strictly adhere to the Suggested Retail Price (SRP) set by ALL UNITED. Partners are prohibited from altering product formulas, packaging, or marketing materials without prior written consent from ALL UNITED.

6. Membership and Training Support

ALL UNITED will provide Partners with training and support materials to help grow their business. Distributors and Franchisees are encouraged to participate in training programs and seek assistance from the Company's support team when needed.

7. Product Supply and Ordering

Partners must maintain an adequate inventory of ALL UNITED products, as agreed upon in the distribution or franchise agreement. Orders are placed through the official channels, and *ALL UNITED* will make reasonable efforts to ensure timely delivery. However, the Company is not liable for delays due to circumstances beyond its control.

8. Payment Terms

Payment for products must be made according to the terms specified in the agreement. Failure to make timely payments may result in suspension of product shipments and possible termination of the partnership.

9. Marketing and Promotions

Distributors and Franchisees are responsible for promoting ALL UNITED products within their designated territory, subject to the Company's brand guidelines. Any promotional campaigns or offers must be approved by ALL UNITED in writing before implementation.

10. Ethical Business Conduct

Partners must conduct their business with honesty, integrity, and professionalism. This includes adhering to the highest standards of ethical conduct, avoiding fraudulent activities, and ensuring compliance with applicable local, national, and international laws.

11. Confidentiality

Partners agree to keep all confidential information shared by ALL UNITED, including product formulas, business strategies, and marketing plans, strictly confidential and not to disclose such information to third parties.

12. Term and Termination

This agreement will remain in effect for the duration specified in the contract unless terminated earlier by either party. ALL UNITED reserves the right to terminate the partnership if a Partner fails to meet the obligations outlined in these Terms and Conditions or violates Company

policies. Termination will be done with written notice and effective immediately if terms are breached.

13. Dispute Resolution

Any disputes arising from or related to these Terms and Conditions shall be resolved through mutual negotiation. If a resolution cannot be achieved, the matter will be settled through arbitration in accordance with the laws of the Republic of the Philippines.

14. Amendments

ALL UNITED reserves the right to update or amend these Terms and Conditions at any time. Partners will be notified of any changes, and continued participation in the distributorship or franchise program will indicate acceptance of the revised terms.

15. Limitation of Liability

ALL UNITED is not liable for any indirect, incidental, or consequential damages arising from the Distributor's or Franchisee's operation of their business. The Company's total liability is limited to the cost of products ordered by the Partner within the last six months.

16. Governing Law

This agreement shall be governed by the laws the Republic of the Philippines, and both parties agree to submit to the jurisdiction of its courts.

17. Entire Agreement

These Terms and Conditions, along with any signed agreements between ALL UNITED and the Partner, constitute the entire agreement between the parties and supersede all prior or contemporaneous communications, understandings, or agreements, whether written or oral.

By accepting these Terms and Conditions, you agree to abide by all the rules and regulations set forth above, ensuring a successful and fruitful partnership with ALL UNITED.