



Sharer Assignment

PERSONAL DATA :	
Surname	Name
RESIDENCE ADDRESS	
State	Citizenship
Street	n°
Postal Code	City
Born in	The Mobile Phone
Phone	email
VAT	
Sponsor Sharer Name	Sponsor Sharer Code

PREMISE

- that USHARE LLC (hereinafter also: "**USHARE**" or "**our Company**") - American Company - carries out its activity in the direct sales sector to be carried out at the home of the final consumer;
- in particular, our Company has implemented a commercial initiative called Ushare and consisting in the promotion and sale of "Ucard" (commercially called, in fact, "Ucard Ushare") that can be used by end consumers for the purchase of products and services available in the "Shop" section of the "Ushare Customer" account, activated by customers of our Company. The Conditions and Terms, together with the conditions of use reported in the technical sheet of each Ushare Ucard are available in the Dashboard of the Customer's personal Ushare account.
- that the activity of promotion and propaganda of the services / products marketed by our Company, by collecting purchase orders from private final consumers, will be carried out by you in an absolutely autonomous form and at times congenial to you;
- that there is no subordination constraint for the performance of this assignment, nor any stability of relationships, nor any exclusive right and obligation to do, nor are you granted any power of representation in the exercise of the same;
- which, for the above reasons, excludes the possibility of configuring this engagement letter as an agency relationship, or subordination relationship as an employee;

WHEREAS ALL THIS, TO BE INTENDED AS AN INTEGRAL AND ESSENTIAL PART OF THIS ASSIGNMENT LETTER WITH THE DOCUMENTS ATTACHED TO IT.

We assign you the task of promoting the products and services marketed by USHARE LLC, with registered office in 3411 Silverside Road Tatnall Building, 104, Wilmington, DE 19810, United States, EIN 36-5040873; website: www.ushare.marketing). This task must be considered based on an occasional relationship; consequently you will carry out your task without a professional character, without giving rise to organizations of any kind, without time and / or itinerary restrictions and within the limits that you deem appropriate.

This assignment will be governed, as well as by the provisions applicable to our sales organization, also by what is contained in the document "GENERAL PRINCIPLES AND REGULATIONS" (an integral and essential part of this Ushare Letter of assignment - as ANNEX 1 - reported in the Reserved Area / Dashboard of the website www.ushare.marketing, which you must view in order to be appointed USHARE Independent Direct Seller (hereinafter also "SHARER") by our Company.

1. OBJECT, NATURE OF THE ASSIGNMENT, DOCUMENTS TO BE SENT TO USHARE LLC.

1.1. The object of this is your assignment to promote the marketing of the services and / or products - as indicated in the premises - of our Company, without any power of representation of the latter, so that you will not be able to assume obligations in the name and for account of the same.

Your assignment does not take the form of an agency, nor of mediation in the sale of products. In case of termination of the assignment, you will not be entitled to any indemnity and / or severance indemnity.

1.2. You are required to attach a valid identity document or passport to this copy.

2. DURATION.

This Letter of Assignment will have a duration of one (1) year, starting from the date of subscription of the same, tacitly renewable from year to year (except for the early termination of the same pursuant to Article 2.1 below), subject to the payment - by you - of an annual amount by way of reimbursement of the administrative costs related to the management of your position as SHARER, as well as making available to you web and back office services, established in euro 90.00.

USHARE reserves the right to establish, for some States, a lower annual amount, considering the economy of the analogue country.

2.1. WAIVER. RECESS.

2.1.1. You can freely renounce your assignment even for conclusive facts, just as our Company may revoke your assignment by written communication, without obligation to provide any justification.

2.1.2. In the event of your renunciation of the assignment pursuant to this Article 2.1.2., You must return to the Company, at your care and expense, any product and promotional material purchased in connection with the assignment.

Once such products and materials have been received, our Company will reimburse the amounts paid by you for the purchase of the same, provided that these products and materials are intact.

3. CONDUCT OF THE ACTIVITY.

3.1. The sale of our products / services may be proposed by you exclusively to private final consumers according to the methods and rules applied by our commercial organization, using only the official descriptions, illustrations, advertising and demonstration material, prepared by our Company, which reserves the right to modify them at its discretion and at any time.

You cannot make any changes to the price lists applied by our Company, just as you cannot make any changes to the terms and conditions of sale applied to customers. It is therefore forbidden to take orders from retailers, wholesalers or in any case from those who carry out the activity of reseller.

Sales of products / services will be invoiced to buyers exclusively by our Company.

You will abstain from any act of soliciting "door to door" of public savings relating to transferable securities (of any kind, mutual funds, certificates of deposit, bonds, shares, etc ...) as regulated by the applicable laws and regulations in force.

This contract will be automatically terminated if, for any reason, you (Independent Direct Seller) present the goods for which you have been appointed to sell as financial products and/or forms of investment and/or similar. Therefore, you are expressly prohibited from using, in reference to the goods and/or the activities carried out by the Company, terms such as 'investment' and/or any other terms that, for any reason, might lead the Customer and/or end user to believe or even raise doubt that the Company's activities are in any way comparable to the sale of financial products and/or similar. It is understood that a violation of this clause, in addition to causing the automatic termination of the contract, will entitle the Company to seek compensation for damages from you.

In case of violation of the obligations established in this Art. 3.1., You will be personally responsible for any damage caused by the conduct of the same not compliant with the aforementioned prices, price lists, terms and conditions of sale.

3.2 You agree not to use the Ushare website for:

- illegal purposes or in ways that could cause damage, disable, overload or compromise the website and the image of USHARE.

- It is strictly forbidden to abuse the communication tools made available by USHARE. Failure to comply with the aforementioned obligations, as well as leading to an immediate suspension of the service and the consequent termination of the contract, may put USHARE in condition to intervene in the most appropriate ways necessary to protect one's own interests and / or those of third parties.

3.3 The maintenance of the systems aimed at ensuring compliance with the laws in force in relation to the products / services marketed will be carried out at the discretion of USHARE and it cannot be prevented and / or delayed in any way. To this end, USHARE reserves the right to temporarily interrupt the functionality of the Ushare site, giving it adequate communication. USHARE will not be in any way responsible for potential damages or losses deriving from you in cases of sudden or scheduled suspension of the service.

3.4. NAMES AND BRANDS

You undertake not to register any trademark, trade name or distinctive trademark and / or logo owned by our Company and / or other company connected to it, nor to register or cause the registration of trademarks, commercial names or distinctive marks that could be confused with those owned by our Company and / or other company connected to it. This obligation also applies to the registration of any domain name owned by the Company and / or other companies belonging to

the corporate group to which the Company belongs.

You agree not to:

i) misuse any brand, trade name or distinctive brand of our Company and / or other company belonging to the corporate Group to which the Company belongs; or:

ii) promote, sell, use or misleadingly associate the products / services with the brands, trademarks or distinctive brands of our Company and / or other companies belonging to the corporate Group to which our Company belongs.

4. "SPONSORSHIP". While carrying out the main promotion of our products and services, you are granted the opportunity to "sponsor -recruiting them-" - other SHARERS personally presented by you, provided they are pleasing to our Company.

5. FEES.

5.1. On the purchase orders personally promoted by you (so-called "direct commissions") and successful - for such meaning the orders in relation to which our Company has received the full consideration from the buyer -, the commissions provided in the "Compensation Plan" attached to this Letter of Assignment (an integral and essential part of this Letter of Assignment - as **ATTACHMENT 2**- reported in the Reserved Area / Dashboard of the website www.ushare.marketing, of which you must view it so that it can be appointed as Sales Manager by our Company) and always available in the Reserved Area / Dashboard of the Ushare website.

5.2. Our Company recognizes - as mentioned above - the right to "sponsor" - by recruiting them - other SHARERS, who will form your group. On the purchase orders promoted and successful by the "sponsored" SHARERS (so-called "indirect commissions"), we will recognize the commissions set out in the aforementioned **ATTACHMENT 2**.

5.3. No commission is due for orders that, for any reason, have not been successful. Likewise, no commission is paid to recruit new SHARERS.

5.4. Any expenses related to the performance of the activity will remain entirely your responsibility.

5.5. The commissions you are entitled to, will be paid to you within the terms and in the manner indicated in the Marketing Plan. As regards, in particular, for the method of payment by bank transfer, our Company has activated an agreement with advantageous conditions with an online Bank, both for our Company and for the Sharers, for the opening of a bank account with "home banking" management, on which to credit the aforementioned commissions.

Our Company allows you, as a Sharer, the possibility to open the bank account with favorable conditions and with specific services; this is because the interface with a single subject (the aforementioned Bank, in fact) would allow our Company a better and more efficient management - also in terms of costs - of the payment flows towards its own Sharers.

The terms and conditions of this agreement are described in detail in the Marketing Plan.

6. ABSENCE OF TERRITORIAL EXCLUSIVE.

USHARE reserves the right to organize its distribution network in the way it deems most appropriate, through direct sales, making use of other SHARERS, sales agents and / or sales staff, also in the places where you choose to operate independently. No commission, compensation or indemnity will be payable to you for any sales promoted by them on behalf of our Company, even in the aforementioned places. Any hypothesis of territorial area exclusivity is precluded.

There are no territorial limits in countries where our system is already present, however, except for the obligation for you to comply with the provisions of the law - also regarding tax and social security aspects - which may be further applicable in foreign countries. It is not allowed to take initiatives in countries / territories where the Ushare activity is not present,

without the prior authorization of the company itself. USHARE will hold the SHARERS directly responsible for violating such a ban.

7. TAX PROVISIONS

The amounts as set out in the Compensation Plan will be paid to you gross of any tax and social security contributions applicable pursuant to the legislation in force.

You will therefore be responsible for paying these tax and social security contributions.

8. **PROHIBITION OF CASH.** It is absolutely forbidden to collect sums from customers.

9. BILLING

By signing this, you authorize our Company to issue invoices or receipts for commissions relating to SHARER activities, in accordance with the applicable laws and on your behalf.

It will be responsibility to communicate any detailed anomalies of the document issued within 10 (ten) days, from the date of receipt, term beyond which this document will be considered valid for all purposes.

10. ADDITIONAL OBLIGATIONS OF THE SHARER.

In illustrating the opportunity offered by our Company to a potential new SHARERS, you must describe the products / services marketed correctly and truthfully in terms of prices, quality, production standards and content.

You must not engage in deceptive and / or unfair commercial practices. It is intended, as a deceptive or incorrect commercial practice, that defined as such by the laws and provisions in force.

In illustrating the aforementioned opportunity to a potential SHARER, you must comply with the following fundamental principles:

i) must not report examples and / or calculations about the possible gains potentially deriving from such an opportunity that are untrue, or misleading and / or misleading;

ii) must present the opportunity of our Company as an activity that offers equal opportunities and is open to all people, regardless of ethnicity, gender, nationality, religious or political creed;

iii) must not guarantee that the use of a specific promotion method and / or approach with customers (or potential) is more profitable than others;

iv) must not imply that a profitable "sponsorship" activity could be represented by the creation of any "Saint Anthony chain", or other structure and / or organization and / or so-called initiative "Pyramid", in which the only products purchased and sold are those sold to other SHARERS belonging to the related "sponsorship" lines;

v) must not imply that there is any obligation for the SHARERS to purchase the services / products marketed by our Company, nor should it be understood or suggested that the gains attributable to the SHARERS may derive exclusively from the purchase of the aforementioned services;

vi) must not imply that it represents an opportunity through which it is easy to achieve success without any financial outlay, effort or time and activity spent by SHARERS;

vii) must not present the "Compensation Plan" or solicit participation in the opportunity offered by our Company, by sending "in bulk" e-mails or other correspondence, telemarketing, advertising also on a national scale, electronic communications via computer, or through other means of communication in which personal contact between the SHARERS / "sponsor" and the potential SHARER is absent;

viii) must not imply that there are areas and / or

geographical areas in which the SHARERS operate exclusively;

11. SHARER DECLARATIONS.

11.1. By signing this Letter of Assignment, I declare and guarantee to USHARE as follows:

- a) to be of legal age according to the applicable local legislation and to possess the ability to act, as well as to understand and want;
- b) that the personal data reported in this Letter of Assignment are true, updated and correct;
- c) not to be bound to any third party by any non-competition agreement, or other restrictive agreement.

12. PRIVACY.Your personal data will be collected and used by USHARE in compliance with the data protection laws and regulations in force. We do so to fulfill our obligations under this Agreement and for the other purposes described in the privacy statement referenced. The so-called "Information" attached herein, as an integral and essential part of this Letter of Assignment - as Annex 3 - shown in the Reserved Area / Dashboard of the website www.ushare.marketing, of which you must to view it so that it can be appointed as SHARER by our Company.

You authorize the Company and its associated companies to collect, process, use, reproduce, publish

and license photographic and / or audiovisual materials depicting your image and / or recording your voice that have been created in himself in his role as SHARER for marketing and other legal purposes in any product, including, but not limited to: on the internet, in photography, in audiovisual materials, in brochures and advertising materials.

The company can publish the materials referred to above by reporting the name and surname of the SHARER, or by using pseudonyms, or in the form of testimonials or more.

You expressly waive any amount and / or consideration in relation to the use of your image and voice in the manner provided for in this art. 12.

13. MISCELLANEOUS

13.1 PROHIBITION OF TRANSFER.

You will not be able to assign (in whole or in part) the engagement letter, the rights and obligations deriving from it. Our company is, however, authorized by the SHARER by signing this. Without prejudice to the possible application of Letter of Assignment to assign the latter to third parties, with the sole obligation of written notice to the SHARER.

13.2 CHANGES

The Compensation Plan and the "GENERAL PRINCIPLES AND REGULATIONS" attached hereto may be modified - in whole or in part - by our Company, at any time. In this regard, our Company will notify, by publishing them, about such changes, which will be valid and effective from the date of the relative publication, or from any other date indicated.

14. COMMUNICATIONS

Unless otherwise specified in this Letter of Assignment, all communications between you and our Company concerning your assignment must take place through the use of the dedicated assistance service www.usharesupport.com.

15. APPLICABLE LAW - REFERENCE. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws provisions. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the court of Wilmington.

Place and date

ATTACHMENTS:

- 1. GENERAL PRINCIPLES AND REGULATIONS
- 2. MARKETING PLAN
- 3. Privacy Information

I declare that I have read and accepted the [ASSIGNMENT LETTER](#)

I declare to expressly approve the following articles of the Letter of Assignment:

- 2. (Reimbursement of administrative costs); 2.1. (Waiver and withdrawal); 3.2. (Use of the Ushare website); 3.3. (Systems maintenance); 3.4. (Name and brands); 9. (Deadline for reporting anomalies in the accounting documents); 13.1 (Prohibition of transfer); 13.2 (Changes); 14. (Communications) and 15. (Jurisdiction).

Signature of the Legal Representative
USHARE LLC
(For Assignment)

I declare that I have read and accepted the ["GENERAL PRINCIPLES AND REGULATIONS"](#)

I declare to expressly approve the following articles of the "GENERAL PRINCIPLES AND REGULATIONS": 2.4 (Renewal and annual fee); 2.7. (Acceptance or refusal of the Letter of Assignment); 2.8. (Effects of termination of the relationship); 2.9. (Obligations of the SHARER); 2.10.b. (New Assignment to SHARER); 2.10.c. (Transfer and change of registry); 5.1. (SHARER invoices and receipts); 5.2. (Account statement); 6.1. (Payment of sales commissions); 7. (Violation. Procedures and sanctions); 8. (Measures) and 9.1. (Transfer of code and account).

I declare that I have read and accepted the ["COMPENSATION PLAN"](#)

With reference to the personal data provided to USHARE, I declare that I have read, understood and accepted the ["Privacy Information"](#).