

## MEMBERSHIP AGREEMENT OF THE FLAVON MAX CLUB

Which has been made between **Flavon International Ltd.** (305 Neasden Lane, NW10 1QR, London, United Kingdom, form submission ID: 800047, Company ID: 09916668, Director: Mr. Laszlo Gaal) - hereinafter Flavon - as the first party, and

Name (hereinafter Club Member): \_\_\_\_\_

Phone: \_\_\_\_\_

Address (postal code, city, street, number): \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### COMPANY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Identification number: \_\_\_\_\_

VAT number or Company Registration Number: \_\_\_\_\_

### SPONSOR:

as the second party with the following terms and conditions:

**SUPPLYING THE ABOVE DATA IS COMPULSORY, WITHOUT THESE DATA, FLAVON INTERNATIONAL WILL NOT REGISTER THE NEW CLUB MEMBER!**

- The Flavon Max Club is a club program created by Flavon, which sells special products to its members for personal use that are commercially unavailable in the traditional trade. Only adult natural persons may apply to be members of this Club.
  - Subject of Agreement: Each person signing this Agreement is entitled to purchase Flavon products for membership price and to receive compensation offered by the company's marketing plan, in accordance with the Do Business As Contract.
  - The Member acknowledges that he/she is a person independent from the company, neither an employee, nor an agent or representative of Flavon International Ltd, therefore he/she is not entitled to undertake any obligations in the name of or on behalf of the company.
  - A registered person becomes Member of Flavon after purchasing his/her first carton, i.e. the registration carton.
  - A Member is entitled to receive commission as the deputy or representative of a company, which means that he/she has the right of full, independent representation of that company. Member's commission may be received by the Member or a verifiable company indicated in the present agreement who has also signed the Do Business As Contract with Flavon. The Member acknowledges that no guarantees are made to him/her with respect to income, success or profit.
  - By signing this Agreement the Member, as an individual takes full responsibility for ensuring compliance with the obligations listed herein.
- By joining Flavon the Member undertakes the following obligations:
- Member agrees to refrain from using names, trademarks or other materials protected by copyrights of Flavon without prior written consent of Flavon.
  - Member cannot use the network of Flavon, its membership list or any other confidential information for the distribution or sales of products/services other than the goods distributed by Flavon, or collaborate with other persons in such acts.
  - Member can only use publications, information leaflets, brochures, books, DVD-s, flyers and websites published by Flavon, neither modify or use them in a manner/for a purpose which they were not the originally intended. Self-compiled materials or advertisements to be published shall in all cases be submitted to Flavon for approval.
  - Members are not allowed to make misleading statements to consumers or to confirm healing effects of the products. To make statements regarding the products or the network in any type of media (traditional, electronic, etc.) is forbidden, it is only allowed with the prior written consent of Flavon.
- Member acknowledges that:
    - Member will be responsible for all consequences of any unfair market practices pursued by him/her. Any liability of Flavon with respect to such practices is hereby excluded.
    - any Member infringing the terms and conditions of the General Terms and Conditions for the Use of the Website or the Organizational and Operational Regulations or damaging the business reputation of Flavon shall be deemed to have committed a breach of this Agreement.
    - disclosure of any confidential information to a third party, even to a relative of the Member shall constitute a breach of this agreement and the Do Business As Contract.
    - Flavon may modify the Organizational and Operational Regulations or the related marketing plan without prior notification. The modification comes into effect once it is available on the company's website: [www.flavonmax.com](http://www.flavonmax.com)
  - Any of the parties may withdraw from the present Agreement with 1 month of notice anytime. If the Member commits a breach of contract - violation of the Organizational and Operational Regulations and Do Business As Contract as integrated parts of the present Agreement - Flavon is entitled to terminate the present Agreement with immediate effect as well as enforce its claim for damages and contractual penalty from the Member. The Parties agree that the amount of the contractual penalty shall be ten times the commission for which the Member's company is entitled based on the performance of the Member in the month prior to the breach of obligation. Flavon may demand damages in excess of the amount of the contractual penalty.
  - The Parties agree that Annex 1 of the present Agreement includes the Organizational and Operational Regulations, General Terms and Conditions for the Use of the Website and the Data Protection Policy of Flavon which the Member has studied and accepted their content. The annexes are available on the company's website.
  - By signing the present Agreement the Member consents to processing of the provided personal data. The data may be stored, handled and forwarded by the employees of Flavon and its Members for business activities, keeping records of commissions, bonuses and rebates, as well as for maintaining contact with him/her. The data provided shall be treated as confidential by Flavon.
  - Member acknowledges that Flavon is directly entitled to deduct his/her commission or the commission of his/her enterprise - up to the amount of debt. This applies for the debts of a third person for whom surety was provided by the Member.
  - The Member may withdraw from this Agreement in 14 working days without giving any reason for doing so. The right of withdrawal is counted from the date of signing the Agreement or receiving the information letter confirming the registration, or within 3 months after signing the agreement.

**BY SIGNING BELOW OF THEIR FREE WILL, ALL PARTIES INDICATE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THE PRESENT AGREEMENT.**

MEMBER

FLAVON INTERNATIONAL LTD.

PLACE AND DATE

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