



This form will substitute for a W-9. (provided by Flavon Group) Identification number: \_\_\_\_\_

# INDEPENDENT FLAVON CONSULTANT AGREEMENT

Which has been made between Flavon USA, LLC. (located at 1370 North US 1, Suite 206, Ormond Beach, Florida 32174; TIN: 45-4887162; represented by: László Gaál) - hereinafter Flavon Group - as the first party, and

First Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Last Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail: \_\_\_\_\_  
City, state, ZIP: \_\_\_\_\_

hereinafter Independent Flavon Consultant (IFC) as the second party with the following terms and conditions:

### SPONSORING PERSON:

Name: \_\_\_\_\_ Identification number: \_\_\_\_\_ Phone: \_\_\_\_\_

#### In order to receive your commission please provide the details of your bank account.

Please note: there is a \$3 Data processing fee for all commission payments.

Name of your Bank: \_\_\_\_\_ Exact name on your Account: \_\_\_\_\_  
Routing number: \_\_\_\_\_ Account number: \_\_\_\_\_  
Checking  Savings  MMA Checking  MMA Savings

### SUPPLYING THE ABOVE DATA IS COMPULSORY, WITHOUT THESE DATA, FLAVON GROUP WILL NOT REGISTER THE NEW IFC.

- 1. Flavon Group sells commercially unavailable special products to its consumers for personal use. Only adult (above 18 years of age) natural persons may apply to be IFC.
- 2. Subject of contract: Acceptance of the contract authorizes the IFC to buy the products of Flavon Group at IFC's price and to receive compensation from Flavon Group offered by its marketing plan. Flavon Group is liable for paying commission to the IFC in accordance with the Policies and Procedures of Flavon max Network (Annex 1), supporting him/her with leaflets and further materials related to the products and notifying him/her on relevant matters.
- 3. The IFC acknowledges that he/she is an independent contractor in the business of selling Flavon max products and is not an employee, agent or representative of Flavon Group. The IFC is not entitled to undertake liabilities, sign any contract or document on behalf of Flavon Group. The IFC acknowledges that he/she is responsible for compliance with federal, state and local statutes and regulations, including but not limited to those relating to licensing and taxation.
- 4. The IFC acknowledges that no guarantees are made to him/her with respect to income, success or profit.
- 5. The IFC acknowledges that there is no required minimum investment, minimum inventory requirement, fee or charge to become or remain an IFC except that there may be a nominal charge for sales aids on which no commissions are paid. IFC understands that product sales quotas and other conditions may have to be met to be eligible for commissions and other forms of remuneration.
- 6. The IFC agrees to refrain from using names, trademarks or other materials protected by copyrights without the prior written consent of the company. The IFC may not use the Flavon max Network, its name list or any other confidential information for the distribution or sales of products or services other than the goods distributed by Flavon Group, or collaborate with other persons in such acts. The IFC acknowledges that disclosure of any confidential information to a third party, even to a relative of the IFC, (provided he/she is not an IFC of the network), shall constitute a breach of this contract.
- 7. The IFC may only use the publications, information leaflets, brochures, books, cassettes, flyers and internet websites published by Flavon Group, and shall not modify or use them in a manner or for a purpose different from the originally intended. Self-compiled materials or advertisements to be published shall in all cases be submitted to Flavon Group for approval. It is forbidden to make statements deceiving the consumers or confirming healing effects of the products. However, anyone is free to tell his/her personal experiences related to the product. It is forbidden to make statements regarding the products or the network in any type of media (traditional, electronic, etc.), or it is only allowed with the prior written consent of Flavon Group. The IFC shall be liable for all consequences of any unfair market practices pursued by him/her. Any liability of Flavon Group with respect to such practices is hereby excluded.
- 8. Any IFC infringing the terms and conditions of the present Agreement, especially the conditions laid down in point 6, or damaging the business reputation of the Flavon Group shall be deemed to have committed a breach of contract.
- 9. Any violation of the IFC's obligations under the present contract or the Policies and Procedures of Flavon max Network shall result in termination of the agreement, as well as an obligation to pay damages and contractual liquidated damages. The amount of the contractual liquidated damages shall be ten times the commission for the month prior to the breach of obligation. If the starting date of the violation cannot be established, the amount of the contractual liquidated damages shall be ten times the average commission of the last 12 months. The injured party may also demand damages in excess of the amount of the contractual liquidated damages.
- 10. This agreement is concluded for an indefinite period and either party may terminate it by notice, but exclusively for the end of the month. In this case, parties are required to settle accounts with each other.
- 11. Attached hereto are Flavon Group Policies and Procedures of the Flavon max Network, which are posted on the Flavon website. Flavon Group reserves the right to modify such Policies and Procedures from time to time and such revised Policies and Procedures shall become part of this Agreement and supercede any existing Policies and Procedures upon Flavon Group posting the revised Policies and Procedures to its Flavon website.
- 12. On signing the present agreement the IFC consents that his/her personal data may be stored, handled and forwarded by the employees of Flavon Group and IFCs for the purposes of use in 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 Group.
- 13. On signing the present agreement the IFC consents that under the CAN-SPAM Act of 2003 Flavon Group may deliver him/her electronic ads and special offers by electronic mail or an equivalent means of individual communication. Furthermore, the IFC consents that his/her phone number and email address specified above may be seen by his/her direct sponsor in the online office, and Flavon Group may pass them on to the IFC's 3 upline sponsors without his/her special permission. If an IFC wishes to unsubscribe to the newsletter or does not agree that his/her phone number or email address may be passed on, he/she will send an email to info@flavongroup.com or will send a letter to Flavon Group.
- 14. Buy Back Policy. If an IFC decides to leave the business and terminates the IFC Agreement, Flavon Group will buy back marketable inventory, start-up kits and other marketing materials (if such items were either required to be purchased or if a commission was paid to some on their purchase), at 90% of the original cost.
- 15. This Agreement shall not be binding upon Flavon Group until executed both by the IFC and Flavon Group.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

INDEPENDENT FLAVON CONSULTANT

FLAVON USA, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_