

FLAVON

DO BUSINESS AS CONTRACT

This Agreement has been concluded between **Flavon Express Kft.** (address: HU-4033, Debrecen, Veres Péter utca 19, company registry number: 09-09-016455, tax number: 14654169-2-09), – as Principal, hereafter referred to as the **Principal/FLAVON** – and:

SOLE PROPRIETOR:

NAME: _____
PLACE AND DATE OF BIRTH: _____
.....
ADDRESS (COUNTRY, CITY, STREET, HOUSE NUMBER, POST CODE): _____
.....
TAX NUMBER: _____
IBAN: _____
ID NUMBER / REGISTRATION NUMBER: _____

COMPANY

NAME: _____
HEAD QUARTERS (COUNTRY, CITY, STREET, HOUSE NUMBER, POST CODE): _____
.....
COMPANY REGISTRY NUMBER: _____
TAX NUMBER / VAT NUMBER: _____
NAME, FLAVON ID-NUMBER OF THE PERSON(S) ENTITLED TO REPRESENT THE COMPANY: _____
.....

as the Do Business As, hereafter referred to as the DBA, under the following conditions, on the date indicated below:

1. The Principal authorizes the DBA to coordinate the sales of FLAVON products in compliance with the Organizational and Operational Regulations available on www.flavonmax.com (the "**Operational Regulations**") (hereafter referred to in this Agreement as the "**Rules**").
2. Additionally, in this agreement an "Affiliate" means, in relation to a DBA any "connected person" or "associate" of the DBA or in relation to a company of which the DBA is a director, shareholder or shadow director, such company or any subsidiary of that company or a holding company of that company as defined in Act V of 2013 on the Civil Code.
3. The Rules are deemed to be incorporated into and form part of this Agreement. By signing this Agreement, the DBA acknowledges that it/he/she has read and agrees to be bound by the Rules.
4. The DBA is only authorized to introduce third parties to become a Flavon Partner in accordance with the Rules. The DBA acknowledges that a third party introduced by the DBA may only become a Flavon Partner by registering at www.flavonmax.com and by registering online the new Flavon Partner will enter into a contract with the Principal, not with the DBA.
5. The FLAVON shall be free to appoint any other person as its DBA, distributor, reseller or franchisee in any territory and the DBA shall not be entitled to any commission on the value of sales achieved via these channels.
6. The DBA acknowledges that the all intellectual property in the products sold by the FLAVON and the business of the Principal belongs to the FLAVON.
7. The DBA is not entitled to sign any contract or document on behalf of the Principal.
8. The DBA represents and covenants to the Principal that neither the DBA (nor any Affiliate) pursues any commercial activity similar to that of the Principal and is not a member of any other competing network. The DBA agrees to notify the Principal in writing immediately if the DBA (or any Affiliate) breaches or intends to breach this Clause and shall not breach this Clause except with the prior written consent of the Principal (and for the avoidance of doubt any breach of this Agreement shall entitle the Principal to terminate this Agreement with immediate effect).
9. Clause of self-billing:
By signing this document DBA instructs and authorizes Flavon to prepare the invoice of its commission generated based on the legal relationship founded by this agreement. The instruction concerns the preparation of commission invoice only DBA acknowledges that from the amount indicated on the issued invoice the amounts of the given month's \Deductible items from commission\ and \Network-management fee\ set in the 7th and 8th section of Part VII of the Organizational and Operational Regulations which is an attachment of the DBA contract between the Parties; will be deducted. Date of payment will not be indicated on the invoice prepared by Flavon. The amount indicated on the invoice reduced by the items set in this point, i.e. payable amount will be transferred to the DBA in case its amount reaches or exceeds 60€. If the payable amount calculated in this way is less than 60€ in the given month, then the payable amount will be accumulated until its amount reaches the 60€. The invoice made by Flavon to the DBA will be uploaded to Back Office and will be available for download. DBA will receive an alerting email about the upload of the e-invoice. If the DBA does not objects within 8 days of receipt of the alerting email, it is considered that DBA accepts the content of the invoice, the contracting parties take its content accepted.
10. The DBA shall inform the Principal without delay of any changes in the details of the DBA (or the DBA's business or of its Affiliates). The Principal accepts no responsibility for any loss, cost or expense resulting from the omission or inaccuracy of any information provided by or on behalf of the DBA.
11. The DBA warrants to the Principal that the DBA is an independent, self-employed contractor and acknowledges that the DBA is not employed by the Principal and shall have no claim now or in the future in the capacity of an employee.
12. Except for the Rules, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
13. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or the Rules.
14. No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
15. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise any right or remedy shall not waive that or any other right or remedy.
16. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
17. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
18. The Contracting Parties agree that any demands, liabilities, legal status arising from the present legal relationship shall lapse within 1 year.
19. The FLAVON is liable for preparing a Certificate of Fulfilment electronically, for providing the DBA with the report on the commissions due by sending an email to the email address provided by the DBA, and for paying out the commission in return for an invoice issued in accordance with the regulations of DBA's country.
20. No one other than a party to this Agreement shall have any right to enforce any of its terms.
21. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Hungary.
22. Each party irrevocably agrees that the courts of Hungary - the District Court of Debrecen or the General Court of Debrecen, depending on the value of the claim - shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this or its subject matter or formation (including non-contractual disputes or claims).

The DBA acknowledges that he/she/it has read, understood and accepted the terms of this Agreement and the Rules.

Signed by

_____ DBA

Place and date

Signed by

_____ Principal

Place and date