

# FLAVON

Identification number: \_\_\_\_\_  
(provided by Flavon)

## MEMBERSHIP AGREEMENT OF FLAVON

conducted between Flavon Express Kft (HU-4033, Debrecen, Veres Péter utca 19, company registry number: 09-09-016455, VAT number: HU14654169) - hereinafter referred to as 'Flavon' - as the first party, and

Name (hereinafter referred to as 'Member'): \_\_\_\_\_

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

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

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

\_\_\_\_\_

### COMPANY

### SPONSOR:

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

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

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

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

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

as the second party with the following terms and conditions:

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

- 'Flavon program' was 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 program.
- 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 Agreement.
- Members acknowledge that they are independent from the company, they are not employed by, and are not agents or representatives of Flavon, therefore they are not entitled to undertake any obligations in the name of or on behalf of the company.
- Members are entitled to receive commission as the representative of a company, which means that they have the right of full, independent representation of that company. Commission generated on the Member's position may be received by the Member or a verifiable company indicated in the present agreement who has also signed the Do Business As Agreement with Flavon. Members acknowledge that Flavon does not make any guarantees them with respect to income, success or profit.
- By signing this Agreement Members as individuals take full responsibility for ensuring compliance with the obligations listed herein.
- By joining Flavon Members undertake the following obligations:
  - Members agree to refrain from using names, trademarks or other materials protected by copyrights of Flavon without prior written consent of Flavon.
  - Members 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.
  - Members can only use publications, information leaflets, brochures, books, DVD-s, flyers and websites published by Flavon, they may not modify or use them in a manner/for a purpose which they were not the originally intended to. 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 make statements of the health benefits 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.
- Members acknowledge that:
  - Members will be responsible for all consequences of any unfair market practices pursued by them. 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 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 Agreement.
  - 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).
  - during their activities Members will comply with the binding data protection rules in force at the time
- 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 Agreement 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 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.
- Members acknowledge that Flavon is directly entitled to deduct their commission or the commission of their enterprise - up to the amount of debt. This applies for the debts of a third person for whom surety was provided by the Members.

#### 11. Statement on Data Processing

I, the undersigned give my consent to Flavon to forward the following of my personal data provided at signing up to my three sponsors, with the purpose of informing me about Flavon news, products, latest qualifications and promotions in the future:

Phone number	E-mail address	Both	Neither
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<sup>1</sup> Please underline accordingly

- The Parties submit to the exclusive jurisdiction of the District Court of Debrecen or the General Court of Debrecen - depending on the value of claim of the dispute -, in respect of any disputes related to this 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 EXPRESS KFT.

PLACE AND DATE

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