



(provided by Flavon Group)

Identification number:.....

www.flavongroup.com

## MEMBERSHIP AGREEMENT OF THE FLAVON MAX CONSUMER CLUB

Which has been made between Flavon Group Kft, located at H-4033 Debrecen Veres Péter u. 19. (registry number: 09-09-011706, tax number: 13526456-2-09, represented by: Gaál László) - hereinafter Flavon Group – as the first party, and

Name:.....

Place/date of birth:.....

Address (postal code, city, street, number):  
.....  
.....

Phone:.....

Fax:.....

e-mail:.....

### COMPANY

### SPONSOR

Name:.....

Name:.....

Address:.....

Identification number:.....

Tax number or Registry number:.....

Phone:.....

as the second party with the following terms and conditions:

### **Provision of the above data is obligatory, otherwise Flavon Group will not registrate the new Club Member!**

- The Flavon Max Consumer Club is a buyers' club programme created by Flavon Group, which sells commercially unavailable special products to its members for personal use. Only adult natural persons may apply to be members of this Consumer Club.
- Object of contract: Acceptance of the contract authorises the Club Member to buy the products of Flavon Group at Club Member price and to receive compensation offered by this marketing plan, in accordance with the Contract of Agency.
- The Member acknowledges that he/she is a person independent from Flavon Group, and is not an employee, agent or representative of Flavon Group. The Club Member is not entitled to undertake liabilities on behalf of Flavon Group.
- The Member acknowledges that no guarantees are made to him/her with respect to income, success or profit. If the Member is entitled to a commission, his/her verifiable business enterprise (which the Member has the right to represent) indicated in the present Agreement shall invoice the amount of the commission to Flavon Group.
- The Member shall be responsible for compliance with all provisions of law relevant to his/her business enterprise.
- The Club Member agrees to refrain from using names, trademarks or other materials protected by copyrights without the prior written consent of the company. The Club Member may not use the Flavon max Consumer Club network, its club membership 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 Club Member acknowledges that disclosure of any confidential information to a third party, even to a relative of the club member, (provided he/she is not a member of the network), shall constitute a breach of this contract.
- The Member 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 Member 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.
- Any Member infringing the terms and conditions of the present Agreement, especially the conditions laid down in point 6, or damaging the business reputation of the Consumer Club programme shall be deemed to have committed a breach of contract.
- Any violation of the Member's obligations under the present contract or the Organisational and Operational Regulations of Flavon max Consumer Club shall result in termination of the membership, as well as an obligation to pay damages and contractual penalty. The amount of the contractual penalty 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 penalty 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 penalty.
- The Club Member acknowledges that Flavon Group may modify the Organisational and Functional Regulations of Flavon max Consumer Club or the related marketing plan without prior notification. The modification comes into effect when it is announced on the company's homepage: www.flavonmax.com
- The Parties agree that Annex 1 to this deed is a document entitled "Organisational and Operational Regulations of Flavon max Consumer Club", and that the contracting party was handed over a copy of the Regulations on signing the Agreement, has studied and accepted its contents. Flavon Group reserves the right to approve or reject any Agreement.
- On signing the present agreement the Member consents that his/her personal data may be stored, handled and forwarded by the employees of Flavon Group and Flavon Max Consumer Club Members 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.
- On signing the present agreement the Member consents that under article 14(2) of Act CVIII of 2001 Flavon Group may deliver him/her electronic ads and special offers by electronic mail or an equivalent means of individual communication. Furthermore, the Member 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 Kft. may pass them on to the Member's 3 upline sponsors without his/her special permission. If a Club Member 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 Kft. to the following address: H-4033 Debrecen, Veres Péter u. 19.
- The Parties hereby submit, depending on the value of the litigation, to the exclusive jurisdiction of the Municipal Court of Debrecen or the Hajdú-Bihar County Court, to settle any disputes arising from or in connection with the present agreement.

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Locality, Date

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Locality, Date

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Flavon max Club Member

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Flavon Group Kft.