



(provided by Flavon Group)

Identification number:.....

www.flavongroup.com

# MEMBERSHIP AGREEMENT OF THE FLAVON MAX 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) - hereinafter Flavon Group – as the first party, and

Name: ..... Place/date of birth: .....  
(hereinafter Club Member)

Address (postal code, city, street, number): ..... Phone: .....  
 ..... Fax: .....  
 ..... e-mail: .....

## COMPANY

## SPONSOR

Name: ..... Name: .....  
 Address: ..... Identification number: .....  
 Tax number or Registry number: .....

as the second party with the following terms and conditions:

**Supplying the above data is compulsory, without these data, Flavon Group will not register the new Club Member.**

- The Flavon Max Club is a buyers' club program 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 Club.
- Subject of contract: Acceptance of the contract authorizes 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 Club Member acknowledges that he/she is a person independent from Flavon Group, and is not an employee, agent or representative of Flavon Group therefore he/she is not entitled to undertake liabilities on behalf of Flavon Group.
- The Club Member is the agent, representative of the company (indicated above) thus he/she can invoice his/her commission through the company with which Flavon Group signed the Contract of Agency. Flavon Group pays out the commission for which the Club Member is entitled to the verifiable company given by the Club Member which is indicated in the present agreement with which Flavon Group sign the Contract of Agency. The Club Member can invoice his/her commission through the given company. The Club Member acknowledges that no guarantees are made to him/her with respect to income, success or profit.
- The Club Member as an individual by signing the present agreement takes full responsibility for the breaches of obligations contained herein.
- By signing the present agreement the Club Member is undertaking the following obligations:
  - The Club Member agrees to refrain from using names, trademarks or other materials protected by copyrights without the prior written consent of Flavon Group.
  - The Club Member cannot use the network of Flavon max Club, 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 can only use the publications, information leaflets, brochures, books, DVD-s, flyers and internet websites published by Flavon Group, and cannot 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.
  - For the Club Members it is forbidden to make statements deceiving the consumers or confirming healing effects of the product. To make statements regarding the products or the network in any type of media (traditional, electronic, etc.) is forbidden or it is only allowed with the prior written consent of Flavon Group.
- The Club Member acknowledges that:
  - The Club Member will be responsible 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 Club Member infringing the terms and conditions of the present Agreement, especially the conditions laid down in point 6, or damaging the business reputation of Flavon Group shall be deemed to have committed a breach of contract.
    - the disclosure of any confidential information to a third party, even to a relative of the Club member shall constitute a breach of this contract.
- The Club Member acknowledges that Flavon Group may modify the Organizational and Operational Regulations of Flavon max 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](http://www.flavonmax.com)
- Any of the parties may withdraw from the present agreement with 1 month notice anytime. If the Club Member commits a breach of contract Flavon Group is entitled to terminate the present agreement with immediate effect as well as enforce its claim for damages and contractual penalty from the Club Member. The parties agree that the amount of the contractual penalty shall be ten times the commission for which the Club Member's company is entitled based on the performance of the Club Member in the month prior to the breach of obligation. Flavon Group may demand damages in excess of the amount of the contractual penalty.
- The Parties agree that Annex 1 to the present agreement is the Organizational and Operational Regulations of Flavon Group and the Data Protection Statement which the Club Member has studied and accepted its contents. The annexes can be downloaded from the website of Flavon Group.
- By signing the present agreement the Club Member consents that his/her personal data may be stored, handled and forwarded by the employees of Flavon Group and Flavon Max 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.
- By signing the present agreement the Club 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 Club Member consents that his/her personal data may be handled by Flavon Group, 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](mailto:info@flavongroup.com) or will send a letter to Flavon Group Kft. to the following address: H-4033 Debrecen, Veres Péter u. 19. You may indicate comments about our products via the same e-mail and post address or by calling our central customer service number which is +36 52/ 520-520.
- The Club Member acknowledges that Flavon Group directly entitled to deduct their commission – up to their debts capacity - which they are entitled to through their enterprises. It includes the debts of 3rd Club Member as well which the Club Member guaranteed cash surety for.
- The Parties hereby submit, depending on the value of the litigation, to the exclusive jurisdiction of Debrecen City Court or the High Court of Debrecen to settle any disputes arising from or in connection with the present agreement.

Locality, Date

Locality, Date

Flavon max Club Member

Flavon Group Kft.