



Date: (DD-MM-YYYY)

REGISTRATION FORM

(Application for joining FM GROUP)

Candidate's number: **UK**

Sponsor's details

Sponsor's number: Sponsor's full name:

Distributor's Contact Details

Full Name: Company name: (optional) Limited Partnership Sole trader VAT Reg. No (optional): Date of birth (dd-mm-yyyy): Address: Country: Town: Postcode:
(Essential for Delivery) E-mail: Mobil Phone: Phone (Day): Phone (Evening):

Bank Details (Optional) - Account to be credited for commission payments

account name: Sort Code: Account number:

I agree that FM Cosmetics may retain and process the personal information given by me to FM Cosmetics for purposes including the marketing commissions payable and performance of the FM Cosmetics Business. FM Cosmetics may record this information manually and/or electronically and will be the data controller for this information. FM Cosmetics may disclose and transfer such personal information to other members of the FM Cosmetics group of companies and to other international franchisees which are situated inside and outside of the EEA and to other persons for the purposes of FM Cosmetics' business including other FM Cosmetics Distributors. These persons may be situated in countries that do not have laws to protect personal information. Details of companies and countries involved will be provided on request.

I hereby apply to become an FM Distributor ("Distributor"). I confirm that the information given in this on line application is correct and that I am of legal age to enter into the Distributor Agreement (the Agreement"). I understand that there is no requirement beyond the receipt and acceptance by FM Cosmetics of the application form and the purchase of a starter kit and that any purchases of services, product inventory, sales aids, literature etc. are strictly voluntary. I agree to abide by the terms and conditions of the Agreement and any other documents issued by FM Cosmetics from time to time, each such document as amended from time to time by FM Cosmetics. I also understand that if I choose to sponsor others to participate in the FM Cosmetics business opportunity, I/we will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I/we will be compensated based upon the activities of other Distributors only to the extent of retail product sales.

I have read the terms and conditions of the Distributor Agreement, including the Compensation Plan before making the application.

I would like to purchase a starter kit:

Complete starter pack – £44.99 (including 100 classic collection perfume samples, 32 luxury perfume samples, 5 fruit eau de toilet samples, 2 plastic sample holders, 5 product catalogues, marketing plan, products price list, 6 registration forms, 10 opportunity leaflets, fragrance strips, 2 receipt pads, FM DVD, 25 party invitations, 1 fragrance wallet) plus £5 for shipping – Total: £49.99 (incl. VAT)

Starter kit – £24.50 (including 100 classic collection perfume samples, product catalogue, (marketing plan, products price list, 1 registration form) plus £5 pounds for shipping - Total: £29.50 (incl. VAT)

I have already my starter kit from my sponsor, starter code:

With my starter kit I want to order (optional): Other comments (optional): Please debit my credit card with the amount shown above: Start Date: Expiry Date: issue no [switch only]: Type of card: VISA MasterCard Delta Switch Note: We do not accept VISA Electron

It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.

Do not be misled by claims that high earnings are easily achieved

If you sign this contract you have 14 days in which to cancel and get money back (date of sending the application online)

With Authorization of FM COSMETICS UK Ltd

Date, Signature



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UK

Sponsor's details

Sponsor's number:

Sponsor's full name:

Distributor's Contact Details

Full Name:

Company name: (optional)

Limited Partnership Sold trader

VAT Reg. No (optional):

Date of birth (dd-mm-yyyy):

Address:

Country:

Town:

Postcode:

(Essential for Delivery)

E-mail:

Mobil Phone:

Phone (Day):

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With Authorization of FM COSMETICS UK Ltd

Date, Signature

Terms and conditions

The promoter of this business opportunity is FM COSMETICS UK LTD of 7 Norbreck Parade, London NW10 7HR, which is referred to in this agreement as "FM Cosmetics" and/or "FM Group" as required. The products which are supplied and sold through this business opportunity are the perfumes and goods described in the current FM Cosmetics catalogue or otherwise distributed by FM Cosmetics ("Products"). Sales of the Products are made by FM Cosmetics Distributors who participate in the scheme as distributors. The only financial obligation of the Distributor during the period of twelve (12) months from the commencement date of the Agreement is to purchase a Starter Kit. The Distributor has no further annual financial obligation and in particular has a free choice whether or not to purchase any Products under this trading scheme. Upon acceptance of the Agreement by FM Cosmetics and in consideration of FM Cosmetics granting to the Distributor the non-exclusive right and privilege to purchase and sell FM Cosmetics Products, the Distributor hereby agrees to the following terms and conditions:

1. The Distributor will use his/her active and best efforts at all times to sell FM Cosmetics Products and to promote the FM Cosmetics business opportunity. The Distributor understands that FM Cosmetics Distributors are not guaranteed any specific amount of earnings and that any earnings and success will depend upon the sale of FM Cosmetics Products.
2. The Application Form, these Terms and Conditions and the Marketing Plan (as amended from time to time) constitute the entire agreement ("the Agreement") between the Distributor and FM Cosmetics and no other additional promises, representations, warranties or agreements of any kind shall be valid unless in writing and issued by FM Cosmetics. Upon notification to the Distributor, FM Cosmetics may at its discretion amend the Agreement. The Distributor's continued engagement in selling FM Cosmetics Products, promoting the FM Cosmetics business, or both, after notice of any revisions to the Agreement including in particular the Marketing Plan shall constitute his/her agreement to such revisions and legally binding amendment of the Agreement including the Marketing Plan. The Distributor shall order Products under the Agreement in accordance with the procedure set out in the Starter Kit as amended from time to time. The Distributor understands that in any event he/she may only order Products to the value of £200.00 including VAT during the seven (7) day period after entering into the Agreement.
3. No purchase or investment is necessary to become a Distributor other than the purchase of a Starter Kit. The Distributor acknowledges that purchase of any Products, promotional or sales aid literature or attendance at any FM Cosmetics sponsored training is entirely optional.
4. This Agreement is personal to the Distributor and may not be assigned or otherwise transferred without the agreement in writing of FM Cosmetics.
5. To become an FM Cosmetics Distributor, the Distributor must have reached the age of 18 years and be resident in the United Kingdom. The Distributor must complete an application form and either post or fax it to FM Cosmetics or complete the online registration form and then post or fax a signed application form to FM Cosmetics. If the application is accepted by FM Cosmetics, the Distributor will be allocated a Distributor ID Number. FM Cosmetics reserve the right to decline to accept any application.
6. If there is no FM GROUP office in the new member's country he signs the contract with the nearest foreign country where the FM exists. Each country is an autonomous franchise responsible for paying out commissions to distributors resident in that country. A pooling arrangement, forming part of each individual franchise agreement, permits and supports international sponsorship.
7. If the member of the FM sale network changes the country of the residence he is obligated to inform the FM office in that country and update the new contact details.
8. This policy describes FM Cosmetics' duty of care, in relation to the collection and use of data, in relation to Distributors with regard to the data (whether personal or otherwise) that is held by it. In this regard, FM Cosmetics is committed to:
 - Obtaining and processing personal data or the information constituting personal data fairly;
 - Ensuring personal data is accurate and, where necessary, kept up-to-date;
 - Keeping personal data for only one or more specified lawful purpose;
 - Not using or disclosing personal data in any manner incompatible with such lawful purpose;
 - Ensuring that personal data is adequate, relevant and not excessive in relation to such purposes;
 - Not keeping personal data for longer than is necessary for such purposes;
 - Taking appropriate security measures against unauthorised access or alteration, disclosure or destruction of personal data and against their accident, loss or destruction.

The Distributor acknowledges that he/she has been informed by FM Cosmetics that the information which he/she gives to FM Cosmetics (including information relating to the Distributor, his/her address and other details) will be retained by FM Cosmetics on a computer database and will be used by FM Cosmetics for the purposes of calculating the marketing commissions payable and for the performance of the FM Cosmetics business. The Distributor also acknowledges that FM Cosmetics may disclose this information in connection with such purposes to other members of the FM Cosmetics group of companies and other FM Group franchisees which may be situated inside or outside the EU and to other persons and, in particular, may disclose it to other Distributors as part of FM Cosmetics's genealogies. The Distributor consents to FM Cosmetics retaining, processing and disclosing the information referred to as set out above.

9. Distributors may not have an ownership interest in or management control of more than one Distributor position, whether direct or indirect or whether as an individual or joint-Distributor. Operating more than one position will subject a Distributor to suspension or termination. FM Cosmetics shall be entitled to terminate or merge any position which in its reasonable opinion is a surrogate for another position or person. The integrity of the lines of sponsorship is fundamental to the organisation's functionality and success. Once a Distributor is sponsored FM Cosmetics believes in protecting his/her relationship to the fullest extent possible. However a Distributor may terminate his/her Distributor Agreement and remain inactive for a period of six (6) months before re-applying under a different sponsor.
10. FM Cosmetics will accept individual persons, partnerships and limited companies as Distributors. Distributors may use a trading name for the conduct of their FM Cosmetics business. Married couples or civil partners ("Spouses") who wish to become Distributors may sign the same Application Form as joint Distributors. Their Distributor position will be deemed to be as joint-Distributors under one sponsor, under which each spouse will be jointly and severally responsible for the actions of the other spouse. If a Spouse wishes to become a Distributor subsequent to the other spouse becoming a Distributor, he/she will be added as a Distributor to the existing Distributor position upon written notification to FM Cosmetics and cannot hold a Distributor position in their own right except with the express written consent of FM Cosmetics. Married couples or civil partners ("Spouses") may join an individual.
11. The rights of the FM member can't be transferred to the other person except husband, and wife, shareholder of the limited company and other adult person after signing an agreement of transferring all membership rights. The person taking over can't be deprived the rights of the FM member before.
12. The member of the multilevel marketing sale network organization exercise the rights of the sale network the same for all FM GROUP WORLD
13. The Distributor shall be remunerated in accordance with the Marketing Plan as amended from time to time.
14. The member of the FM purchases FM products mostly in the country of his residence. The FM member has a right to purchase FM products in other country where FM exists.
15. The Agreement may be terminated by the Distributor without penalty and with or without cause or reason at any time upon not less than fourteen (14) days written notice. Except where the obligation on the Distributor is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, the Distributor shall be released from all future contractual liabilities towards FM Cosmetics on termination of the Agreement at any time.
16. The Distributor has the right within a period of fourteen (14) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and to return any Products purchased within that period and which remain unsold provided that such unsold Products are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and to require FM Cosmetics to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such Products.
- 17.

(a) Where the Distributor terminates the Agreement more than fourteen (14) days after entering into it, the Distributor shall have the right to return to FM Cosmetics any Products the Distributor has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from FM Cosmetics the price (inclusive of VAT) which the Distributor paid for the Products, less

(i) in the case of any Products, the condition of which has deteriorated due to an act or default on the part of the Distributor, an amount equal to the diminution in their value resulting from such deterioration; and

(ii) a reasonable handling charge of 10%;

(b) Where FM Cosmetics has terminated the Agreement, the Distributor shall have the right to return to FM Cosmetics any Products the Distributor has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from FM Cosmetics the price (inclusive of VAT) which the Distributor paid for the Products together with any costs incurred by the Distributor for returning the Products to the Company; any such refund shall be on terms whereby the Products not already held by FM Cosmetics will be delivered within twenty-one (21) days of such termination at FM Cosmetics's expense to the address set out in the Application Form or as notified by FM Cosmetics to the Distributor from time to time.

(c) Any such refund shall be on terms whereby the purchase price is payable upon delivery of the Products or if the Products are already held by FM Cosmetics forthwith.

18. FM Cosmetics shall be entitled to request proof of ownership, e.g. sale receipts for the Products that the Distributor requires FM Cosmetics to buy back in accordance with the Agreement.

19. The Distributor understands and agrees that bonuses or commissions paid to the Distributor on Products returned by and refunded to the Distributor in his/her downtime, within the preceding one hundred and twenty (120) days may be deducted from his/her account with FM Cosmetics at any time where a Distributor in his/her downtime terminates his/her Distributor Agreement or it is terminated by FM Cosmetics.

20. The FM member has a right to present the FM products on the markets to promote this products and to gain new members but he can't sell it there.

21. The Distributor is an independent contractor and the Agreement does not create a franchise or an employer/employee, partnership, or joint venture relationship. The Distributor shall have no legal right or authority to bind FM Cosmetics to any obligation or to make representations or warranties on behalf of FM Cosmetics.

The Distributor shall be responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to the Distributor's business. Further, as an independent contractor the Distributor agrees to:

- a) abide by any and all laws, rules and regulations, pertaining to the Agreement (and in particular the Trading Schemes Regulations 1997) and/or pertaining to the promotion of FM Cosmetics Products; and
- b) at the Distributor's expense, make, execute or file, all reports and obtain all licences (including if applicable, VAT registration) as are required by law or public authority with respect to the Agreement and/or the sale of FM Cosmetics Products.

In the event that FM Cosmetics is required to pay VAT on any payments due to the Distributor under the Marketing Plan or otherwise FM Cosmetics reserves the right or otherwise (subject to any necessary approvals) to self bill for such sums, in which event VAT shall only be paid to the Distributor if the Distributor is registered for VAT and provides FM Cosmetics with a copy of his/her VAT registration certificate.

If the Distributor having been registered, becomes de-registered for VAT voluntarily or due to his/her turnover falling below the VAT threshold applicable at the relevant time or otherwise, he/she shall notify FM Cosmetics in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. If FM Cosmetics is obliged or liable to make any payment of VAT to the tax authorities as a result of the failure of the Distributor to notify FM Cosmetics of de-registration for VAT then the Distributor acknowledges and agrees that FM Cosmetics shall be entitled to recover from him/her the amount of such VAT by deduction from the Distributor's account with FM Cosmetics or by any other means available to FM Cosmetics from time to time.

22. The Distributor agrees that payments of refunds will be made in the same form as the original payment.

23. If the retail customer of a Distributor wishes to exchange or return a Product under the terms of the FM Cosmetics guarantee the Distributor is responsible for exchanging or refunding to the customer the full price paid. FM Cosmetics agrees to supply a substitute product of similar value subject to the Product in question being returned to FM Cosmetics.

24. The Distributor agrees that in conducting his/her FM Cosmetics business that he/she will:

- a) Conduct himself/herself and deal with customers and other Distributors with the highest standards of honesty, integrity, and fairness;
- b) Be honest in all business dealings;
- c) Represent FM Cosmetics Marketing Plan completely to all potential Distributors and without making any misleading or exaggerated income claims;
- d) Make estimates of income that are based on reasonable predictions for what an average Distributor would achieve in normal circumstances;
- e) Represent that past earnings in a given set of circumstances do not necessarily reflect future earnings;
- f) Not misrepresent the amount of expenditure that an average Distributor might incur in carrying on the business;
- g) Not misrepresent the amount of time an average Distributor would have to devote to the business to achieve the income estimated and not stating that income or earnings are guaranteed for any individual Distributor;
- h) Fulfill all obligations associated with sponsoring other Distributors, including training, motivation and support;
- i) Familiarise himself/herself with and abide by these Terms and Conditions as amended from time to time and ensure that he/she at all times is operating in accordance with the most current version of the terms and Conditions;
- j) Familiarise himself/herself with and abide by all laws, common laws, regulations and statutes of any country in which he/she conducts his/her FM Cosmetics business.

25. The Distributor will not use FM Cosmetics's trade marks, trade name, slogans, symbols, and colour scheme without FM Cosmetics's written permission except in the marketing materials, sample Products and promotional materials provided or sold to the Distributor by FM Cosmetics.

26. FM Cosmetics agrees to supply the Distributor with the Products ordered by him/her. The Distributor shall place orders in accordance with the procedure set out in the [Starter Kit] and shall be responsible for the accuracy and completeness of the orders he/she places. The price of the Products shall be indicated in the then current price list issued by FM Cosmetics from time to time. FM Cosmetics reserves the right to change the price of Products from time to time. FM Cosmetics reserves the right to sell Products to other Distributors and nothing in this Agreement shall entitle the Distributor to any priority of supply in relation to the Products as against FM Cosmetics' other Distributors. FM Cosmetics reserves the right to decline any order in its entire discretion.

27. FM Cosmetics shall be under no obligation to the Distributor to release any Products to the Distributor unless FM Cosmetics has received payment in full for the same. The Distributor shall pay for the Products and any delivery charges applicable. Title in respect of the Products will pass to the Distributor when payment for the Products has been received.

28. If the Distributor refuses to accept or fails to collect his/her order and the same is returned to FM Cosmetics, the Distributor shall be liable to pay the costs of returning the Products to FM Cosmetics.

29. The Distributor agrees that in conducting his/her FM Cosmetics business that he/she will represent FM Cosmetics Products in complete accordance with the information contained in FM Cosmetics literature and without making misleading product claims; Any verbal or written statements made by the Distributor, as an independent contractor, with regard to FM Cosmetics Products and the FM Cosmetics business opportunity must be based strictly on the written information issued by FM Cosmetics, for example, in current Distributor and sales promotion literature. The Distributor is liable for all statements he/she may make which deviate from such information issued by FM Cosmetics and hereby indemnifies FM Cosmetics from any loss, damages, claims, costs including legal fees or court costs or fines arising from unauthorised representations made by the Distributor.

30. In consideration of the granting of the Distributor position, the Distributor agrees that the Distributor shall not during the term of the Agreement or for a period of ninety (90) days thereafter, take or encourage any action the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of FM Cosmetics' contractual relationships with any FM Cosmetics Distributors. Without prejudice to the generality of the foregoing, the Distributor shall not directly or indirectly contact, solicit, entice, sponsor or accept any of FM Cosmetics' Distributors ([except those personally sponsored by him/her]) into, or in any way promote to any such Distributors opportunities in competing marketing programmes of any direct sales company other than FM Cosmetics or to cease being a FM Cosmetics Distributor.

31. FM Cosmetics may terminate the agreement with immediate affect

- a) if the Distributor makes a false or misleading statement on his/her application form
- b) the Distributor breaches any of the provisions of the Agreement or
- c) if a petition for the Distributor's bankruptcy is presented to any Court having jurisdiction over the Distributor

31. On termination FM Cosmetics shall pay all commissions and bonuses due up to the date of termination and the downtime sales organisation of the former Distributor shall be rolled up to his/her immediate upline sponsor.

32. Upon the death of a Distributor, the rights and responsibilities of the Distributor are passed on to the rightful heir(s) who shall be eligible either (i) to accept the Distributor position on the terms and conditions of the Distributor Agreement as if they were a party thereto or (ii) to require final payment of sums due (if any) under the Distributor Agreement. FM Cosmetics reserves the right to suspend the Distributor position until receipt of documentation evidencing the entitlement of the heir to the deceased's Distributor position.

33. FM Cosmetics's Genealogies (being the information held by FM Cosmetics relating to its Distributors, which at FM Cosmetics's option may include but are not limited to its relationships with each of its Distributors, the sponsorship of each Distributor, the Distributor's upline and downlines and historical purchasing information for each Distributor) contain confidential information which is highly sensitive and valuable to FM Cosmetics's business and which shall at all times remain the property of FM Cosmetics. In the event that FM Cosmetics shall agree to disclose details of any of its Genealogies to the Distributor:

(a) the Distributor shall (to the extent such details are not publicly available other than by breach of the Agreement) at all times and without limit in time treat such details as confidential information in the nature of a trade secret and shall not use or disclose or permit the use or disclosure of such details to any other person (and shall take all reasonable steps to protect and maintain the security of the information) and shall use the details solely for the benefit of the Distributor's FM Cosmetics business and of FM Cosmetics and for the stated purpose for which they were provided;

(b) the Distributor shall return copies of any such information to FM Cosmetics forthwith upon the termination of the Agreement for whatever reason.

34. No failure to exercise and no delay in exercising on the part of FM Cosmetics, any right under the Agreement shall operate as a waiver thereof.

35. Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by first class post to FM Cosmetics at the address shown on the Application Form or such other address notified from time to time by such party to the other.

36. If at any time any term or provision in the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.

37. The terms and provisions of the Agreement and any dispute arising thereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.