

# LR Health & Beauty Systems Philippines, Inc.

Grnd. Floor EuroVilla4 Building  
853 A. Arnaiz Ave., Brgy. Lorenzo Makati City  
Tel. No. (02)812-1160 Fax No. (02)812-1146



## Partner Agreement Form

Partner's Information (Please complete all sections): Please print clearly

Partner No. /

\_\_\_ Mr. \_\_\_ Mrs. \_\_\_ Ms. \_\_\_ Team \_\_\_ Dr. \_\_\_ Company \_\_\_\_\_ day month year

\_\_\_\_\_  
Surname First Name Date of Birth

\_\_\_\_\_  
Surname Team Partner First Name Team Partner Date of Birth

Business Name (if applic.) \_\_\_\_\_

Invoice address		Delivery address if different to invoice address	
House Number	_____	House Number	_____
Street	_____	Street	_____
Barangay	_____	Barangay	_____
City	_____	City	_____
Post Code	_____	Post Code	_____
Country	_____	Country	_____
Phone No. (Home) Area Code _____ No. _____		Phone No. (office) Area Code _____ No. _____	
Phone No. (Mobile) _____		Phone No. (Mobile) _____	
Fax No. (if applicable) _____		Fax No. (if applicable) _____	
Email address _____		Email address _____	

I agree that my personal information whether contained in this form or otherwise provided by me to LR Health& Beauty Systems Philippines, Inc. can be passed to LR Health& Beauty Systems GmbH and to the sponsor that has introduced me to LR Health & Beauty Systems Philippines, Inc. will only supply or sell its products on the terms and conditions stated on the reverse of this form. The partner confirms that he/she has read and accepted these terms and conditions by signing this form.

My signature below indicates that I have read and accepted all the terms and conditions overleaf. I confirm that I am over 18 years of age.

Place/Date	Signature of Partner I	Signature of Team Partner
Accepted on behalf of the Company _____	Date _____	
Sponsor Name _____	Sponsor I.D. No. _____	

Confirmation of Sponsor: I am the Partner's Sponsor and as such commit to support him/her sales activities. I have notified the Partner/s of the importance of attending a Starter Seminar. The date of the next Starter Seminar has been agreed and I will attend this meeting with my new partner.

Place/Date Signature of Sponsor

Commission/Bonus Payment Section: (please fill this section)

Head Office Pick-up	<input type="checkbox"/>	
Bank Deposit	<input type="checkbox"/>	BDO/Equitable/PCI Bank Acct. _____
Stockist Pick-up	<input type="checkbox"/>	Stockist _____

For Direct Bonus Section:

Direct Bonus Payable to: _____	Conform!: _____
Name & Signature	Signature of New Partner
ID No. _____	ID No. _____

06/2007

# LR Health & Beauty Systems Philippines, Inc.

## Partner Terms & Conditions

LR Health & Beauty Systems Philippines Inc. (the Company) sell a high quality range of cosmetics and other beauty products under the registered and unregistered trademarks (the "Products"), as the case maybe . Details of unregistered trademarks are available on request.

### 1. Interpretation:

1.1 "Agreement" means agreement between the company ad the Partner;

1.2 "Company" means LR Health & Beauty Systems Philippines Inc.

1.3 "Partner" Means the person referred to overleaf.

1.4 "Partner Terms" means these Partner Terms & Conditions of the Company.

1.5 Existing Active Partner" means any partner of the Company who was issued an invoice by the Company or received a special discount within the last twelve (12) months.

1.6 "VAT" means Value Added Tax imposed by Bureau of Internal Revenue Republic Act No. 9337.

1.7 "Marketing Plan" means the marketing plan published by the Company.

1.8 "Personal Sales/turnover" means sales directly by the Partner.

1.9 "Products" means all products offered for sale, sold and/or delivered by the Company to the partner from time to time.

1.10 "Trade Marks" means all trade marks, whether registered or unregistered and whether subject to an application for registration or not, and other names and symbols used in connection with the Products from time to time.

1.11 "Trading Terms" means the Terms and conditions of sale of the Company.

2. No amendment, alteration, waiver or cancellation of these Partner Terms is binding on the Company unless confirmed in writing by the Company.

3. The Company will notify the Partner from time to time of the Products available for purchase by the Partner.

4. To assist the Partner, the Company will in its absolute discretion from time to time make available to the partner for purchase by him advertising, publicity materials, sales guides, catalogues and other sales aids.

5. Partner is entitled to identify and described himself to his customers or any other person as an "Authorized Independent Partner of LR Health & Beauty Systems. This right is non-exclusive and ceases on termination of this Agreement. The partner must not use the words "LR Health & Beauty Systems" or any variant thereof on any documents or literature produced by the Partner without the prior written consent of the Company.

6. The Partner has the non-exclusive right to purchase the Products from the Company at wholesale price as quoted by the Company or as determined by the Company's price list current at the time of order and are subject to change without prior notice. Any such purchase is subject to the Company's Trading Terms from time to time.

7. The Partner agrees to purchase the Products only from the Company.

8. The Partner is subject to 10% withholding tax, to be withheld by the Company from commissions /bonuses earned on a monthly basis, imposed by Rev. Regulation 2-98, but is responsible for all personal income tax arising from the operation of this Agreement.

9. The Partner must not sell the products of a like or similar in nature in competition.

10. The Partner agrees to follow the Marketing Plan for the purpose of demonstration and selling the Products.

11. The Partner must not make any claims or statements or give any guarantee or warranties in relation to the Products except in accordance with the Company's written advertising or publicity materials, sales guides, catalogues and other sales aids at the time of offering the Products for sale to the Partner or as otherwise authorized by the Company in writing.

12. The relationship between a Company and the partner is not that of employer and employee. Nothing in this Agreement will appoint, authorize or empower the Partner to act as the agent, legal representative or employee of the Company for any purpose whatsoever. The Partner must not conduct business in the name of or on account of the Company except as provided in clause 5 above.

13. The Partner must not:

13.1 incur any liability on behalf of the Company or in any way pledge the Company's credit or accept any order or instruction or make any contract binding on the Company;

13.2 assign, transfer or charge this Agreement or any of its rights under this Agreement without the Company's prior written consent which is at the Company's sole discretion; and

14. Nothing in this Agreement confers any proprietary right or interest in the Company's intellectual property including but not limited to the Company's Trade Marks to the Partners.

15. The Partner is entitled to commission, bonuses, discounts for training and other payments in accordance with the Marketing Plan. Such payments referred to above are not payable unless the Partner achieves a minimum of 100PV on Personal Sales/turnover within the calendar month for which the payment is calculated.

16. The Partner must not recruit existing Active Partner:

17. The Company may offset any commissions/bonus due to the Partner against any accountability owed to the Company by the Partner.

18. The Partner must attend such conferences, seminars and training courses at his own expense, as the Company reasonably requires.

19. The Company is entitled at its absolute discretion to appoint further consultants in any given population center or geographical area without any restriction whatsoever. The Partner acknowledges and agrees that all rights granted to him under this Agreement are non-exclusive.

20. The Company may terminate the Agreement in the event of breach of contract by the Partner of the Terms of this Agreement without prior notice. In any event, the Partner my, by giving fourteen (14 days) notice in writing, can this agreement without cause and without financial penalties.

21. In the event that the Partner does not place an order for the purchase of Products with the Company for a consecutive period of six (6) months, this Agreement will terminate on the expiry of thirty (30 days after

22. The Trading Terms form part of this Agreement. In the event of any inconsistency the Trading Terms will prevail.

23. This Agreement is governed by the laws and regulation of the Government of the Philippines.

24. If any provision of this Agreement is invalid, void, illegal o unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

25. In this Agreement, unless the context otherwise requires:

25.1 an agreement or covenant by a company is an agreement

25.2 or covenant by such company, its assigns and successors in title;

25.3 words importing one gender include the other gender or genders;

25.4 words importing the singular number include the plural number and vice versa;

25.5 the word "person" includes a corporation; and headings are inserted for ease of reference only.