



DEALERSHIP APPLICATION AND AGREEMENT

Customer Service & Product Order Line: 0907 425 2121
E-mail address:
contact@healthyfixstore.com

HealthyFix Store Co
Lot 1 Blk 10 HealthyFix
Headquarter
Dasmariñas Technopark Paliparan 1
Dasmariñas City Cavite 4114 Philippines
www.healthyfixstore.com

Dealership Type:

- Distributor
- Reseller
- Sub-Reseller
- Promoter
- Influencer

Referred by: (Name and Dealer ID Number)

Already submitted the signed Preferred Customer Enrollment Form

APPLICATION INFORMATION

To be filled out by customer.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Applicant or Company Name (Last Name)	(First Name)	(MI)
<input type="text"/>	<input type="text"/>	
Co-Applicant (FullName)	Instagram	
<input type="text"/>		

Facebook

<input type="text"/>	<input type="text"/>
Address (Street/Barangay/City/Province)	Zip

<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone	Work Phone (Area Code + Telephone Code)	Mobile Phone
<input type="text"/>		<input type="text"/>
E-mail Address		Date of Birth (MM/DD/YYYY)

BANK ACCOUNT INFORMATION (Please attach a photocopy of the first page of your bank book for commissions payout) (Please leave blank if not available)

<input type="text"/>	<input type="text"/>
Bank Name /Branch Name	Bank Account Number

TAXPAYER IDENTIFICATION NUMBER (TIN) *This is a requirement*

ENROLL ME NOW ON THE DEALERSHIP PROGRAM

I agree the terms and conditions indicated on the Dealership Application and Agreement Form

SHIPPING ADDRESS

<input type="text"/>	<input type="text"/>
Shipping Address	Postcode

DEALERSHIP TYPE	MOQ	Signature
DISTRIBUTOR	P100K	
RESELLER	P15K	
SUB RESELLER	P2,500K	

- Please ship all my order and charge the shipping charges (If applicable) to my credit card (HEALTHY FIX staff will be in contact to take your credit card details)
- I will collect this order every month from the HEALTHY FIX office located in _____

CONSENT SECTION

By providing my information above and by signing below, I hereby confirm that I have read the terms and conditions of this program and I consent the processing of any personal data provided to HEALTHY FIX Philippines.

Applicant's Signature: _____ Date: _____

I certify that I am of legal age (the age of majority) for the country in which I reside. I have carefully read the terms and conditions on the front and back of this Distributor Application and Agreement, the HealthyFix Store Policies and Procedures, and the Healthy Fix Compensation Plan, and agree to abide by all terms set forth in these documents. Additionally, I agree that I have completed the Taxpayer Identification Number and Certification honestly and to the best of my knowledge. I hereby confirm that my signing if this application does not violate any other agreements or contracts to which I am a party. As A Dealer, I have the RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS WITHIN 3 BUSINESS DAYS AFTER THE DATE OF THIS TRANSACTION.

Applicant's Signature _____ Date: _____

Please mail or email your completed Application and Agreement to Healthy Fix to finalize the distributor enrollment process.

For office use only	Distributor Name: <input type="text"/>	Distributor ID No.: <input type="text"/>
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All documents received are in order and checked by:

Name of HF Officer: _____ Received Date: _____

- Please Attached Photocopy of any 1 Valid Government ID Below (front and back)
- Please send 2x2 Recent ID Photo for your HealthyFix Store Dealers ID

- PRC
- Drivers License
- Passport
- SSS ID



HEALTHYFIX STORE CO INDEPENDENT DISTRIBUTOR/RESELLER TERMS AND CONDITIONS

1. In accordance with the terms and conditions herein, I hereby submit my Distributor Application and Agreement to become an Independent Distributor, (hereinafter referred to as "Distributor") with HEALTHYFIX STORE CO. (hereinafter referred to as "Company"):
2. The HEALTHYFIX STORE CO Policies and Procedures and the HEALTHYFIX STORE CO Compensation Plan are incorporated by reference into the terms and conditions of this Agreement, in their current form and as amended by HEALTHYFIX STORE CO at its sole discretion. As used throughout this document, the term "Agreement" refers to this Distributor/Reseller Application and Agreement, the HEALTHYFIX STORE CO Policies and Procedures, and the HEALTHYFIX STORE CO Compensation Plan.
3. This Agreement becomes effective on the date accepted by the Company. An executed online, facsimile or original hard-copy of this Agreement must be received by Company together with the initial Confirmed product order, for me to be officially accepted as a HEALTHYFIX Distributor/Reseller. If the Company does not receive an executed online, facsimile or original hard-copy of this Agreement and the initial Confirmed product order from me, I understand that this Agreement will be cancelled. I acknowledge that my signature on my online application or facsimile application shall be deemed by the Company to be my original signature. Faxed applications must include both the front and back of this Agreement.
4. Upon acceptance of this Application, I understand I will become a Distributor/Reseller of the Company and will be eligible to participate in the sales and distribution of the Company's goods in accordance with the Company's Policies and Procedures and Compensation Plan.
5. I understand that as a Distributor/Reseller, I am an independent contractor; not an agent, not an employee as defined under the Labor Code of the Philippines etc of the company for income revenue purposes and for any other purposes, or franchisee of the Company. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF HEALTHYFIX STORE CO FOR INTERNAL REVENUE TAX PURPOSES. I understand and agree that I will pay all applicable income taxes, self-employment taxes, local taxes and/or local license fees that may become due as a result of my activities under this Agreement.
6. I understand and agree that as Independent distributor/Reseller my profit will be coming from the retail sale I made through my own effort of HEALTHYFIX STORE CO products. I shall receive no commission from the mere act of enrolling others into the program, and I shall not represent to others that it is possible to receive any income simply from enrolling others in the program.
7. I agree that as a Distributor/Reseller, I will operate in a lawful, ethical and moral manner and will use my best efforts to promote the sale and use of the products offered by the Company to the general public. I understand that as a Distributor/Reseller, my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading or unethical practices. In addition, I agree to abide by all local laws governing the operation of my HEALTHYFIX STORE CO distributorship business.
8. I understand that will Not allow anyone to use my Dealer's account/ID to purchase at a discount. (Representatives may collect items on behalf of the Reseller only with a valid letter of authorization.)
9. I understand that I will sell all products bought from HealthFix only at the suggested retail prices set by HealthyFix, which are current at the time of sale.
10. I understand that I will Not sell HealthyFix products in or to retail stores, supermarkets or other fixed places of business as well as online market places such as Lazada, Shopee and other similar sites WITHOUT PRIOR WRITTEN PERMISSION FROM HealthyFix Store Co.
11. I understand that I shall follow "Good Storage Practice" - TO STORE THE PRODUCTS AWAY FROM SUNLIGHT AND BELOW 30 DEGREES CENTIGRADE TO PRESERVE THE QUALITY OF THE PRODUCTS. Failure to do so will cause irreparable damage to the products.
12. I understand to never leave the products in the vehicle or any other place that may be subject to heat, and to accept liability for any change in the quality of products not properly stored in accordance with these directions.
13. I allow the use of my name for publication from time to time in company documents, merchandising and other material especially in relation to sales figures and performance tables.
14. I understand that I am not guaranteed any income, nor am I assured any profit or success. I am free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as a Distributor/Reseller.
15. I certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Distributor. I understand that my success as a Distributor/Reseller comes from retail sales and the development of a marketing network. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods or in the sponsoring of other prospective Distributors/Reseller, other than those contained in approved Company literature.
16. UNCLAIMED COMMISSIONS AND CREDITS: Distributors/Reseller must submit a Bank Transfer Authorization Form (BTAF) containing a valid Banco De Oro (BDO) bank details in order for the company to transfer all cash commissions and bonus. Should HEALTHYFIX STORE CO not receive the BTAF within 6 months of the first commission earned, HEALTHYFIX STORE CO will deduct a Php 840 charge for such transaction; plus Php 560 monthly maintenance fee from the distributor's account. Any other issued credit that remains unused after six (6) months will incur a Php 560 monthly maintenance fee.
17. If I sponsor other Preferred Customers, I agree to perform a bona-fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods to the end user.

Address: Lot 1 Blk 10 HealthyFix Corporate Office,
Bargn Industrial Centre, Dasmariñas
Technopark Paliparan 1
Dasmariñas City Cavite 4114 Philippines

Telephone: 046 476 0641



18. I understand and agree that the Company may make modifications to the Agreement at its sole discretion, and that all such changes shall be binding upon me. All changes to the Agreement shall become effective upon publication in official Company literature. The continuation of my HEALTHYFIX STORE CO business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

19. I understand that the acceptance of this Agreement does not constitute the sale of a franchise, that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.

20. Distributors/Reseller may not assign any right nor delegate any duty arising under this Agreement without the prior written consent of the Company. Any unauthorized assignment or delegation shall be voidable at the option of the Company.

21. MATERIAL AND SUBSCRIPTION FEE: The term of the Distributor/Reseller Agreement is one year from date of enrollment as a Preferred Customer. Distributors/Reseller must renew their Distributor/Reseller Agreement each year by paying a material and subscription fee amounting to P1,000 (marketing materials, ID's, brochures) as determined by the Company on or before the anniversary date of their Distributor/Reseller Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Distributor Agreement, the Distributor Agreement may be canceled.

22. The term of this Agreement is one year. There is an ANNUAL RENEWAL FEE which is due on each anniversary date of this Agreement. In order to ensure that a Distributor/Reseller is following the "spirit" as well as the "letter" of company policies and that the distributor is operating his/her distributorship in an ethical manner consistent with the image and character of HEALTHYFIX STORE CO, all renewals are subject to the acceptance by the Company. Failure to renew shall result in the cancellation of my Distributor/Reseller Agreement.

23. I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents in violation of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Republic of the Philippines, any dispute between the parties shall be filed strictly and exclusively before the courts of Dasmariñas City, Cavite, Phils to the exclusion of all other courts. If a Distributor /Reseller files a claim or counterclaim against HEALTHYFIX STORE CO, a Distributor/Reseller shall do so on an individual basis and not with any other Distributor/Reseller or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if needed, reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

24. The distributor/Reseller waive all rights to incidental, consequential, exemplary and punitive damages arising from any violation of the Agreement.

25. The parties consent to jurisdiction and venue before court in Dasmariñas City Cavite for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

26. I shall be subject to sanctions as specified in the Policies and Procedures at the Company's discretion for the violation or breach of any term or provision of the Agreement. Upon the voluntary or involuntary cancellation of this Agreement, I shall lose and expressly waive, any and all rights, including property rights, bonus, commission or other compensation arising from the sales generated by myself.

27. I certify that the number shown on this form is my correct taxpayer identification number duly issued by the Bureau of Internal Revenue.

28. The Company shall be entitled to deduct and offset from any commissions, bonuses or any other money payable to me, any amounts past due and unpaid for purchases of Company products, or any other money owed to the Company by me.

29. I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference. I agree to abide by and be bound by the terms contained therein.

30. Any waiver by HEALTHYFIX STORE CO of any breach of this Agreement must be in writing and signed by an authorized officer of HEALTHYFIX STORE CO. Waiver by HEALTHYFIX STORE CO of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

In Witness whereof, the parties have executed this resolution on the date and place first above written.

By

Dealer
(Printed Name over signature)

HealthyFix Store Co.
(Printed Name over signature)

Signed in the Presence of:

Address: Lot 1 Blk 10 HealthyFix Corporate Office,
Bargn Industrial Centre, Dasmariñas
Technopark Paliparan 1
Dasmariñas City Cavite 4114 Philippines
Telephone: 046 476 0641