



SUCCESSMORE

Inspiration for your Being

Successmore Enrollment Form And Member Agreement

Member ID

--	--	--	--	--	--	--	--

Date of Enrollment

DD	MM	YY
----	----	----

Enrollment Information [Mr./Ms./Mrs./Title (if any)]

Name

IC No. :

DOB / / Nationality

Tel Fax

E-mail

Sponsor Name

Name

Member ID

--	--	--	--	--	--	--	--

 Tel

Business Line Left Right

Spouse Information (Co-Member) [Mr./Ms./Mrs./Title (if any)]

Name

IC No. / Passport No. :

DOB / / Nationality

Tel Fax

E-mail

Address as shown in IC

Address

Postal Code

Address for product delivery

Same as in IC

Address

Postal Code

Bank Account Information (Member only)

Bank name Branch

Account name

Saving Bank Account number

Required documents Copy of saving bank account of member

Remark: Applicant age less than 21 years old must seek consent from parents (Father/Mother/Guardian) by given their signature in this enrollment form with attached Copy NRIC and house registration with signature.

Business Agreement between Successmore Being (Malaysia) Sdn. Bhd. and Member

1. Member agreed to pay member fee, training fee, sales promotion tools or any other fee as specified in this Agreement. However, member shall not be responsible for any additional fee which is not stated in this Agreement.
2. Member must notify Company in case willing to return products, starter kit & manual and product catalog within 30 days from the receive date.
3. Once member return products, sales promotion tools, manual or business tools from Company, Company will refund with the same amount which member has paid within 15 days from the return date. However, regarding return policy in this clause if the agreement has terminated according to above (No.2), Company shall have right to deduct from the compensation plan.
4. Successmore member validity for 1 year from enrollment month. If member willing to maintain member status must renew every year. Company shall reserve right to consider and approve application.
5. Successmore member must strictly comply with Company governance including agreement and/or any rules or regulations of Company. If any action against Company's regulations and make third person or Company damage, this may result of apply company's penalty or legal action.

I HAVE READ AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE ENROLLMENT (WHICH INCLUDES THIS ENROLLMENT, MEMBER AGREEMENT AND COMPENSATION PLAN).

I certify that I am above 18 years old and legally able to enter into this agreement, to be bound by and is liable to the terms and conditions in this Enrollment. I understand that I have the right to terminate my Successmore Enrollment Form and Member Agreement at any time, with or without reason, by sending written notice to the Company.

I acknowledge that I have read and understood Clause 17 of this Enrollment Form, and I consent to the collection, use and disclosure of my personal data by Successmore for the purposes set out in this clause.

Remark: See notes from appendix "A"

I hereby certify that the above information is true in all respects and shall deem this application binding as a contract. I have completely read and understand all conditions and regulations of member and will strictly comply including any incoming notification or announcement without any hesitation.

For official use

Applicant's signature

Spouse's signature (co-member)

Parent's signature

Date / /

Date / /

Date / /

SUCCESSMORE BEING (MALAYSIA) SDN. BHD.

No. 26, Jalan PJU5/20B, The Strand, Kota Damansara, Petaling jaya 47810 Selangor Malaysia
www.successmore.com | Tel: (+60)0361502066 | Email: supportmy@successmore.com

SUCCESSMORE ENROLLMENT FORM AND MEMBER ENROLLMENT

This Enrollment is hereby entered into between the Applicant signed on the front side of this Enrollment and Successmore Being (Malaysia) Sdn. Bhd., hereafter known as "Successmore"

- Applicant hereby applies to be Successmore Enrollment Form and Member Enrollment in the Successmore Being (Malaysia) Sdn. Bhd. (Successmore) distribution program. If this application is approved by Successmore, the Applicant agrees to the terms of this Successmore Enrollment Form and Member Enrollment, Policies and Procedures, and Compensation Plan (Enrollment), as each is amended from time to time. Applicant confirms that he/she is of legal age and capacity and can be bound by the terms of this Enrollment.
- Successmore may approve or reject this application at its sole discretion and for any reason in accordance with Successmore Policies and Procedures in effect now or in the future. Approval of this application by Successmore is authorization for Applicant to be a member and to sell Successmore products. The Enrollment to be a member and to sell Successmore products will continue until terminated as follows:
 - Applicant cancels Enrollment by written notification to Successmore;
 - Successmore terminates the Enrollment because of a violation of the terms of the Enrollment, compensation plan or Policies and Procedures. The compensation plan and Policies and Procedures may be modified from time to time by Successmore, and Applicant agrees to be bound by such changes.
- Immediately upon termination or nonrenewal of this Enrollment, Applicant shall:
 - Lose all rights to purchase products from Successmore at member cost;
 - Cease from representing himself/herself as a member of Successmore;
 - Lose all rights to his/her member and his/her participation in the compensation plan, including all future commissions and earnings resulting therefrom, shall terminate; and
 - Take all other actions reasonably required by Successmore, including the discontinuance of Successmore's trademarks and service marks.
- This Enrollment does not establish an agency joint venture, or employer/employee relationship. Applicant and Successmore agree that this Enrollment does not create a fiduciary relationship between them. Applicant acknowledges that he/she is a member and is not a spokesperson, legal representative, or employee of Successmore. Applicant acknowledges that he/she cannot obligate or otherwise bind Successmore to any Enrollment or duty. Applicant shall not be treated as an employee, agent, franchise, joint venture, partner, or owner of Successmore for federal or state tax purposes. Applicant agrees to assume the responsibility for all taxes coming from his/her activities as a Successmore member, including, but not limited to, sales tax, state and federal income tax, FICA Medicare withholdings, or general Malaysian equivalent and unemployment tax. In addition, Applicant agrees to abide by all state and federal laws pertaining to the sale and distribution of Successmore products, including the filing of any documents or forms. Applicant indemnifies and agrees to hold harmless Successmore, its officers, directors, employees, and agents against any liability, claims, obligations, expenses (including attorney fees), or other damages arising out of or in any way related to or connected with, allegedly or otherwise, Applicant's:
 - Activities as a member including, without limitation, any unauthorized representations or claims made by Applicant;
 - Breach of the terms of this Enrollment, Policies and Procedures manual, or compensation plan; or
 - Violation of or failure to comply with any applicable federal, state, or local law or regulation.
- Successmore authorizes Applicant to sponsor others as Successmore members or retail customers in accordance with Policies and Procedures. Applicant agrees not to make ANY claims regarding the amount of potential earnings. Applicant agrees not to make ANY claims that state or imply that earnings can be based on the sole activity of sponsoring other Successmore members, as no compensation is paid for sponsoring. Applicant further agrees not to make ANY claims that state or imply that Successmore Members have non-exclusive territories.
- All Successmore products purchased by Applicant are subject to the warranties and disclaimers applicable to these products at the time of purchase. Applicant acknowledges and agrees that when marketing the products:
 - Not to make diagnoses of medical conditions;
 - Not to make claims that Successmore products will prevent, treat, cure, or mitigate any disease or disease condition in humans or animals;
 - Not to use pictures, graphic displays, written materials, or make any claims about Successmore products not contained in Successmore sales and promotional literature approved by Successmore; and
 - Not to make any claims about Successmore products that can be construed as a drug or health claim.
- The Successmore Compensation Plan is based upon the sale of Successmore products and services to end consumers. You must fulfill specified personal and downline organization sales requirements (as well as meet other responsibilities set forth in the Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievement.
- Applicant must also pay for the products or services he/she purchases when the order is placed. If Applicant fails to pay for the products or services when placing an order, the order will not be processed.
- Applicant acknowledges that Successmore product names, as well as the Successmore corporate name and logos, are the exclusive property of Successmore. Applicant agrees not to use trademarks, the Successmore product names, corporate name, or logos to promote his/her independent business or any other purpose without written authorization from Successmore. Applicant further acknowledges that its customer lists, member lists, manufacturing procedures, formulas, operating, financial and marketing materials, Successmore genealogy reports, Policies and Procedures manual, and Compensation Plan are Successmore proprietary property and contain confidential business information and trade secrets. During the term of the Enrollment for a period of 12 months after cancellation or termination thereafter, Applicant agrees not to use such materials and information. Applicant agrees not to disclose the information contained in those reports to third parties or to recruit, solicit, or otherwise engage other Successmore members to participate in other business ventures.

- Applicant acknowledges that Successmore is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, or from any other causes that are beyond the control of Successmore.
- By signing this Enrollment, consent to use personal data collected and used by Successmore. We are committed to keeping your personal information secure and will use all reasonable precautions to protect it from interference, loss, misuse, or unauthorized modification. Successmore collects personal information to provide the various products and services offered in justification with the Successmore business and to assist members to operate their business. Successmore may also use your personal information for purposes including without limitation, research and statistical analysis, marketing, and business analysis. Successmore will never sell, rent, or trade your personal information. We may disclose some personal information to related companies and third party service providers. In these cases, Successmore required and unrelated third parties to whom your personal information is disclosed to keep the information confidential and only use it for the same purposes we are permitted to use it.
- This Enrollment cannot be sold or assigned without the written approval of Successmore. All permitted successors in interest or assigns must comply with all terms of this Enrollment. Successmore may assign this Enrollment at any time.
- This Enrollment shall be interpreted and construed in accordance with the laws of Malaysia applicable to contracts to be performed therein. Any legal action concerning this Enrollment shall be brought in the courts located in Malaysia. In the event any court of competent jurisdiction shall declare any portion of this Enrollment to be invalid, the remainder of this Enrollment shall not be invalidated thereby but shall remain in full force and effect.
- This Enrollment, the Policies and Procedures, and the compensation plan (all of which are incorporated and herein by reference and which may be amended from time to time at Successmore discretion) constitute the entire enrollment between Applicant and Successmore, supersede all prior Enrollments, and no other promises, representations, guarantees, or Enrollments of any kind shall be valid unless in writing and signed by both parties. Only an instrument in writing signed by all parties may modify this Enrollment unless otherwise provided for in this Enrollment.
- The waiver by Applicant or Successmore of a breach of any provision of this Enrollment shall not be considered to be a continuing waiver and shall not operate or be construed as a waiver of any subsequent breach by either party. Waiver of any term of the Policies and Procedures must be in writing and signed by an authorized officer of Successmore.
- The covenants and obligations of Applicant to abide by the nonsolicitation, the trade secrets, and confidential information covenants contained herein shall survive termination of this Enrollment.
- Applicant agrees that upon a breach of this Enrollment that Successmore will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Applicant agrees that the remedy at law for any breach of any provision of this Enrollment shall be inadequate; and that in addition to any other remedies, in law or in equity it may have, Successmore shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Enrollment and/or to compel specific performance of this Enrollment.

APPENDIX "A"

Business Agreement between Successmore Being (Malaysia) Sdn. Bhd., and Member

- Member must notify Company in writing if he/she wants to return products, starter kit, manual and product catalog within 30 days from the receive date. For the products, the usage must be 25% or less of the product quantity to qualify for a refund.
- Once a Member return the products, sales promotion tools, manual or business tools to Company, a refund of the same value paid by the Member will be made to him/her within 15 days from the return date, less all processing fees and any outstanding payment due to Company. Thereafter, the enrolment agreement between the two parties will cease immediately. Notwithstanding, Clause 17 of the Terms and Conditions in the overleaf page shall survive the termination of this agreement.
- Member of this Enrollment is renewable on a yearly basis, subject to the approval from Successmore.
- Successmore Member must comply strictly with Company's governance, including the terms of the agreement and/or any rules or regulations of Company. In the case of a breach or non-compliance, Company reserves the right to take legal action against the errant Member.