



# Getting Started Form

MEMBERSHIP APPLICATION – UNITED KINGDOM

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## 1. Applicant Information

Name (Last, First, Middle Initial) or Business Entity				Member ID Number			
Contact Name (if different)		Phone Number		Email Address			
Postal Address			City	County		Postal Code	
Billing Address (if different)			City	County		Postal Code	

## 2. Sponsor / Placement Information

Sponsor Name (Last, First, Middle Initial)				Sponsor ID Number			
<b>Select One Option</b>				<i>Incorrect or incomplete information could delay the processing of this application</i>			
<input type="checkbox"/> Automatically Place Under Sponsor		Tracking Center		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3		Linkage <input type="checkbox"/> Left <input type="checkbox"/> Right	
<input type="checkbox"/> Place Under The Following Team Member		Tracking Center		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3		Linkage <input type="checkbox"/> Left <input type="checkbox"/> Right	
Placement Upline Name				Placement Upline ID Number			

## 3. Payment Information

<b>Please debit my credit/debit card for the cost of ONE Annual Business Service.</b>			<b>Net £17.02</b>		<b>VAT £2.98</b>		<b>Total £20</b>	
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Delta			Card No. <input type="text"/>					
I hereby authorise Synergy Worldwide Europe to charge my debit/ credit card for the purchase of the Annual Business Service.			Security No. <small>(last 3 digits on signature strip)</small>		Issue No. <small>(Switch only)</small>		Expiry Date	
Name on Credit Card			Signature			Date Authorized		

## 4. Bank Account Details

Bonuses and commissions payable under the Compensation Plan will be paid directly into your bank account. Please check and amend the details below.

Bank Name		Sort Code	
Account Name		Account Number	

## 5. Terms & Conditions

Synergy Worldwide Europe BV (referred to hereinafter as "Synergy" or "the Company") is the promoter of this trading scheme in the United Kingdom. The products and services, which are supplied under this scheme, are nutritional supplements and related products and services supplied by Synergy ("the Products") and other products as Synergy may market from time to time. Sales of these Products are made by Synergy Members, who participate in the scheme as distributors and order-takers. The only financial obligation of the Member during the period of twelve (12) months from the commencement date of the Contract (as defined below) is to purchase the Annual Business Service. The Member has no further annual financial obligation and in particular has a free choice whether or not to purchase any Products under this trading scheme.

I hereby apply to become a Synergy Member ("Member"). I confirm that the information given above is correct and that I am of legal age to enter into the Contract as defined below. My signature certifies that I have read the terms and conditions overleaf, the Compensation Plan and the Policies and Procedures ("the Contract") before signing the application and agreement form and that I understand (i) that there is no requirement beyond the receipt and acceptance by Synergy of the Membership Application Form and the purchase of the Annual Business Service to become a Synergy Member, and (ii) that any purchases of Product inventory, sales aids, literature etc. are strictly voluntary. I agree to abide by the terms and conditions of the Contract including the current Policies and Procedures and the Compensation Plan and any other documents issued by Synergy from time to time, each such document as amended from time to time by Synergy. I also understand that if I choose to sponsor others to participate in the Synergy business opportunity, I will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I will be compensated based upon the activities of other Members only to the extent of orders taken and Products supplied.

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

- 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 your money back.

Applicant's Signature		On behalf of Synergy WorldWide BV	
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**Upon acceptance of the Contract by Synergy and in consideration of Synergy granting to the Member the non-exclusive right and privilege to purchase and promote Synergy Products, and Services and the Synergy business opportunity, the Member (including any joint Member, partner or corporate Member) hereby agrees to the following terms and conditions:**

1. The Member shall have the non-exclusive right to promote Synergy Products and Services and will use his/her active and best efforts at all times to promote Synergy Products, Services and to promote the Synergy business opportunity. The Member understands that Synergy Members are not guaranteed any specific amount of earnings and that any earnings and success will depend upon the sale of Synergy Products and the acquisition of customers for Synergy Services.
2. Upon notification to the Member, Synergy may at its discretion amend the Contract. The Member's continued engagement in promoting Synergy Products and Services, promoting the Synergy business opportunity, or both, after notice of any revisions to the Contract including in particular the Policies and Procedures and the Compensation Plan shall constitute his/her agreement to such revisions and legally binding amendment of the Contract including the Policies and Procedures and the Compensation Plan. The Member understands that he/she may only make or agree to make payments to or for the benefit of Synergy to the value of £200.00 including VAT during the seven (7) day period after entering into the Contract.
3. No purchase or investment is necessary to become a Member other than the purchase of the Business Manager Professional. The Member acknowledges that purchase of any Products, Services, promotional or sales aid literature or attendance at any Synergy sponsored training is entirely optional.
4. The Member shall be remunerated in accordance with the Compensation Plan as amended from time to time.
5. The Member is an independent contractor and the Contract does not create a franchise or an employer/employee, partnership, or joint venture relationship. The Member shall have no legal right or authority to bind Synergy to any obligation or to make representations or warranties on behalf of Synergy. The Member shall be responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to the Member's Synergy business. Further, as an independent contractor the Member agrees to:
  - (a) abide by any and all laws, rules and regulations, pertaining to the Contract (and in particular the Trading Schemes Regulations 1997) and/or pertaining to the promotion of Synergy Products and/or Services; and
  - (b) at the Member'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 Contract, the sale of Synergy Products and/or the promotion of Synergy Services and the Synergy business opportunity.
6. Any verbal or written statements made by the Member, as an independent contractor, with regard to Synergy's Products, Services and the Synergy business opportunity must be based strictly on the written information issued by Synergy, for example, in current Member and sales promotion literature and in accordance with the Policies and Procedures.

The Member is liable for all statements he/she may make which deviate from such information issued by Synergy and hereby indemnifies Synergy from any loss, damages, claims, costs including legal fees or court costs or fines arising from unauthorised representations made by the Member.
7. The Contract will take effect from the date of acceptance by Synergy and shall continue unless or until terminated in accordance with these terms and conditions. Synergy reserves the right in its sole discretion to accept or reject an application to become a Member.

Synergy may terminate this Contract by providing thirty (30) days' notice in writing to Members if Synergy elects to discontinue promotion of Synergy Products and Services via network marketing in the UK.
8. The Contract may be terminated by the Member without penalty and with or without cause or reason at any time upon not less than fourteen (14) days written notice or by Synergy at its sole discretion without cause or with cause for any breach of its provisions or violation of any of the terms of the Contract, the procedure for such termination to be in accordance with the provisions set out in the Policies and Procedures.

Except where the obligation on the Member is specified to apply after termination of the Contract in respect of non-competition in accordance with the Contract, the Member shall be released from all future contractual liabilities towards Synergy on termination of the Contract at any time.
9. The Member has the right within a period of fourteen (14) days, of entering into the Contract to cancel the Contract without penalty by written notice of termination and (i) to receive a refund of all monies paid by the Member in connection with his joining the Synergy programme, (ii) to return any Products (including training and promotional materials, business manuals and kits) 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 Synergy to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such Products and (iii) to cancel any services ordered within that period and to recover any monies paid in respect of such services not yet supplied to him/her. After termination, he/she must wait six (6) months from the date of termination of the Contract before re-applying to become a Member.
10.
  - (a) Where the Member terminates the Contract more than fourteen (14) days after entering into it, the Member shall have the right to return to Synergy any Products the Member has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Synergy the price (inclusive of VAT) which the Member 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 Member, an amount equal to the diminution in their value resulting from such deterioration; and
    - (ii) a reasonable handling charge of ten per cent (10%) of the price.
  - (b) Where Synergy has terminated the Contract, the Member shall have the right to return to Synergy any Products the Member has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Synergy the price (inclusive of VAT) which the Member paid for the Products together with any costs incurred by the Member for returning the Products to the Company; any such refund shall be on terms whereby the Products not already held by Synergy will be delivered within twenty-one (21) days of such termination at Synergy's expense to the address set out in the Member Application Form or as notified by Synergy to the Member 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 Synergy forthwith.
11. Synergy shall be entitled to request proof of ownership, e.g. sale receipts for the Products that the Member requires Synergy to buy back in accordance with the Contract.
12. The Member understands and agrees that bonuses or commissions paid to the Member on Products returned by or Services refunded to Members in his/her organisation, within the preceding one hundred and twenty (120) days shall be repayable by the Member and may be deducted from his/her account with Synergy at any time where a Member in his/her organisation terminates his/her Contract or it is terminated by Synergy.

The Member agrees that payments of refunds will be made in the same form as the original payment and in accordance with Synergy termination procedure in force from time to time.
13. If the Member sponsors other Members, the Member understands and agrees that the Member must use his/her best efforts to provide, on an on-going basis, bona fide support and training of sponsored Members and their team, which shall mean such activities as ongoing contact, communication, encouragement and support of his/her organisation including, but not limited to, providing information and training to sponsored Members in connection with the legislative and regulatory requirements to be complied with in the United Kingdom.
14. The Contract comprising the Member Application Form, these terms and conditions, the Policies and Procedures, and the Compensation Plan (as amended from time to time) constitutes the entire agreement between the Member and Synergy and no other additional promises, representations, warranties or agreements of any kind shall be valid unless in writing and issued by Synergy.
15. No failure to exercise and no delay in exercising on the part of Synergy, any right under the Contract shall operate as a waiver thereof.
16. Any notice or other written communication given under or in connection with the Contract may be delivered personally or sent by first class post to Synergy at the address shown on the Member Application Form or such other address notified from time to time by such party to the other.
17. If at any time any term or provision in the Contract 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 Contract but the enforceability of the remainder of the Contract shall not be affected.
18. The Contract (Rights of Third Parties) Act 1999 are hereby excluded and shall not apply to this Contract.
19. The terms and provisions of the Contract and any dispute arising there under shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.