

## INDEPENDENT UNFRANCHISE OWNER INFORMATION 獨立超連鎖店主資料

UnFranchise ID 超連鎖店主編號 <div></div>	Date 日期 <div></div>	FOR OFFICE USE ONLY 僅為公司用 Date 日期 <div></div> Accepted By 承辦人 <div></div> Data Entry 資料輸入 <div></div>
Name of UnFranchise Owner (Last, First, Middle Initial) or Company Name 個人超連鎖店主姓名或超連鎖店主的公司名稱 <div></div>		
I have read and agree to all the terms and conditions listed on the form. I may cancel this transaction within 30 days from the date of signature. 本人已閱讀並同意所有的條款與守則。本人可以自簽署之日起30天內取消此合約。 <div></div>		<div></div>
UnFranchise Owner Signature or Business Entity Seal 超連鎖店主簽名或公司戶大小章 <div></div>		Date of Signature 簽署日 <div></div>

\*\*All signatures must be original. Copies will not be accepted. \*\*所有簽名必須由本人親自簽署並且是正本。恕不接受影本。

## MARKET TAIWAN TERMS AND CONDITIONS 美安台灣公司條款與守則

Market Taiwan, Inc. Taiwan Branch (hereinafter referred to as the "Company" or "Market Taiwan") is a multi-level marketing company duly qualified to do business under the laws of the Republic of China and Market Taiwan's multi-level business is in compliance with Multi-Level Marketing Supervision Act by FTC (www.FTC.GOV.TW).

You hereby apply to become an Independent UnFranchise Owner or Sales Representative for Market Taiwan. You understand and agree that:

- 1. Legal Capacity.** If you are an individual, you are of legal age of 20 to enter into legally binding contracts in the jurisdiction in which you enter into this Agreement. If you are a business entity, you are in good standing in the jurisdiction in which you were created, and in all jurisdictions in which you operate. Also, if you are a business entity, the person signing this Agreement on your behalf has the authority to do so.
- 2. Acceptance: Right to Sell Products.** You shall become an Independent UnFranchise Owner upon acceptance of this Agreement by Market Taiwan. Market Taiwan shall accept this Agreement unless it notifies you of rejection within fifteen (15) days of its receipt. You shall have the right to sell the products offered by Market Taiwan in accordance with the policies and procedures in the Market Taiwan Career Manual, which may be amended from time to time.
- 3. Policies and Procedures.** You certify that you have received a copy of the Career Manual from your Sponsor, upline Coordinator or another source. Also, you have reviewed Part 2 of the Career Manual prior to entering into this Agreement. You have carefully reviewed the Management Performance Compensation Plan (MPCP) and the policies and procedures as set forth in Part 2 of the Career Manual, and you acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by Market Taiwan.
- 4. Modification.** Market Taiwan, at its discretion, may amend the MPCP, the policies and procedures in Part 2 of the Career Manual, and terms of this Agreement, and shall notify you of any such amendments in the UnFranchise Owner Magazine or other official Company publications or communications or online at www.unfranchise.com.tw.  
You hereby agree any such amendment becomes effective and is automatically incorporated into the Agreement between you and Market Taiwan once the notification is published in any official Market Taiwan publications or communications. You acknowledge that you shall auto check any such amendment. Provided that you cannot accept any such amendment, you shall notify Market Taiwan in writing within thirty (30) days from the day when the amendment takes effect. You acknowledge that the notification of refusing to accept any such amendment shall be deemed as the notification to terminate the Agreement between you and Market Taiwan. The Agreement between you and Market Taiwan will be terminated once the notification of refusing to accept any such amendment is received by Market Taiwan.
- 5. Sales Representative Option.** If you have elected to become a Sales Representative, you have marked the appropriate box on this Agreement. There is no fee or requirement to become a Sales Representative. As a Sales Representative, you may purchase products at UnFranchise Owner cost and retail them, but you may not participate in the MPCP or earn commissions or bonuses. You understand that unless you submit the current Subscription Fee for UnFranchise Owners and renew this Agreement annually, you will not receive newsletters, services or communications from the Company, but you will receive any applicable amendments to this Agreement as described in Section 4.
- 6. UnFranchise Owner Option: Subscription Kit.** If you have elected to become an Independent UnFranchise Owner and participate in the MPCP, you agree to pay the current Subscription Fee with this Agreement. You agree that the MPCP has specific reporting and time-sensitive qualification requirements as set forth in the Career Manual. Failure to comply with these requirements may affect your commissions, and Market Taiwan cannot make exceptions to the requirements. The Subscription Fee covers set-up costs for your UnFranchise Ownership, a Career Manual, initial materials, and a subscription to newsletters, mailings and other services. Start-up materials and subscription services are sold at "Company cost," and UnFranchise Owners do not receive volume credit or commissions on them. The Subscription Fee is not a service or franchise fee, but rather is strictly to offset costs incurred by the Company for educational and business materials necessary to operate an UnFranchise Ownership. No purchase is necessary to become a Market Taiwan UnFranchise Owner other than the purchase of a Subscription Kit.
- 7. Term: Renewal.** The initial term of this Agreement is one (1) year. The expiration date of every term of this Agreement is the last business day of the month (start month) in which you became an UnFranchise Owner or Sales Representative in the next year. You hereby agree that this Agreement will be automatically renewed annually unless you notify Market Taiwan that you desire to cancel the UnFranchise Ownership in writing prior to the expiration date of each term of this Agreement. If you are an Independent UnFranchise Owner, in order for the automatic annual renewal, you must submit Annual Renewal Payment Form and pay the Annual Renewal Fee for next one year before the current one year term expires. The amount of Annual Renewal Fee is subject to change upon written notice in company publication. Failure to submit Annual Renewal Fee will cause your status to be reduced to a Sales Representative. If you are a Sales Representative, you must submit Annual Renewal Fee Payment Form to automatically renew this Agreement, but you do not need to submit an Annual Renewal Fee. You have the right not to seek automatic annual renewal of this Agreement, and Market Taiwan has the right to accept or reject your renewal at its discretion. If you submit Annual Renewal Payment Form, pay annual renewal fee prior to expiration date, and it is not rejected by Market Taiwan prior to expiration date, the IUA&A shall be deemed to have been successfully renewed one (1) year.
- 8. Termination: Refunds upon Termination.**
  - (A) Termination by You. You may terminate his Agreement by giving Market Taiwan written notice within thirty (30) days after the execution of the Agreement. Upon such a termination and at the your request within thirty (30) days following the termination, Market Taiwan shall return to you all the payments for products made upon purchase and any other sign-up fees, including Subscription fee, paid upon the execution of this Agreement, provided however that Market Taiwan may deduct the amount of the decreased value of the products due to any damage or loss attributable to your fault and any bonus or commissions already paid to you with respect to the products so returned. After thirty (30) days, you may still terminate this Agreement in writing and make a request for a return of your products; at 90% of your original purchase price; provided however that Market Taiwan may deduct the bonuses or commissions paid to you with respect to the products and the amount of the decreased value of the products. For purposes of this Section 8(A), the cost of the Career Manual and initial materials in good condition is NT\$1,250, and this is refundable for a period of ninety (90) days from the date of this Agreement, upon return of the Career Manual and

materials in good condition and written termination of this Agreement. The balance of the Subscription Fee is not refundable after thirty (30) days period, and no refunds of the cost of the Career Manual and initial materials will be granted after such a ninety (90) day period. Market Taiwan will not impose any penalty charge on you for your having exercised your right to terminate this Agreement hereunder.

- (B) Termination by Company. Market Taiwan may terminate this Agreement, with or without cause, by giving you thirty (30) days written notice. However, Market Taiwan may terminate this Agreement with less than thirty (30) days written notice for serious violations of the policies and procedures, in accordance with the Corrective Action Procedure described in the Career Manual, in which case Market Taiwan has the right not to accept any return of product by you.
  - (C) Return Procedure
    - (i) Notification: UnFranchise Owners must notify the Refunds Department in writing that they are electing to terminate their UnFranchise Ownership.
    - (ii) Return Authorization Number (RA #): UnFranchise Owners must obtain a Return Authorization number, make their product return request in writing, and indicate the positions in the marketing structure they are cancelling. They must send a written list of the following prior to receiving a RA #:
      - (1) A written list of items and quantities they wish to return.
      - (2) The dates they were purchased from Market Taiwan,
      - (3) Copies of the orders they placed for the products they are returning.
      - (4) Their upline Executive Coordinator at the time of the purchase.
    - (5) A letter from their sponsor and upline Executive Coordinator stating, that they do not want to repurchase the merchandise and that they understand that any earned commissions will be deducted from their future commissions. If this letter is not provided, the company will send letter to the Executive Coordinator and sponsor and allow fifteen (15) days for their response. On receipt of the above the company will issue a Return Authorization number.
    - (6) If the product an UnFranchise Owner wishes to return was paid for by another UnFranchise Owner, the refund will be given to the paying UnFranchise Owner. The only time Market Taiwan will refund the UnFranchise Owner cancelling his/her UnFranchise Ownership in this situation is if a signed letter from the paying UnFranchise Owner accompanies the refund request, authorizing Market Taiwan to refund the terminating UnFranchise Owner, and this exception will be made on first-time orders only.  
Note: Return Authorisation numbers (RA#s) are only valid for thirty (30) days from the date of issuance.
  - (iii) Return Processing
    - (1) Upon receipt of the returned merchandise, the company will notify the UnFranchise Owner of the status of the return.
    - (2) UnFranchise Owners should allow thirty (30) days for the processing of a return. If the UnFranchise Owner returning the products or merchandise does not fulfill the requirements outlined herein, it may take additional time to complete the return procedure.
    - (3) UnFranchise Owners may not return merchandise for other UnFranchise Owners. Only the purchasing UnFranchise Owner may return merchandise for a refund.
    - (4) Shipping charges are non-refundable.
- 9. Independent Contractor Status.** Upon acceptance of this Agreement by Market Taiwan, you will be an independent contractor responsible for your own business. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between you and Market Taiwan, or between you and your sponsor. This Agreement does not constitute the sale of a franchise or an UnFranchise Ownership, and no fees have been or will be required from you for the right to distribute Market Taiwan's products pursuant to this Agreement. As an independent contractor, you must:
  - A. Abide by any national and local laws, rules and regulations of the Republic of China pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Market Taiwan products.
  - B. At your expense, make, execute or file all reports and obtain all licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling, distributing or advertising of Market Taiwan products.
  - C. Pay self-employment, national and local income and/or other taxes as required by law.
- 10. Retail Sales.** The MPCP is built on retail sales to the end consumer. You may purchase products for your personal or family use, but Market Taiwan does not pay commissions on these purchases. If any product sold by Market Taiwan is rotten, decayed, improperly sealed, or past its expiration date or has other defects upon purchase, you may request for an exchange of product; you shall promptly check the quality of the products within thirty (30) days of their receipt and notify Market Taiwan of any defects and request for an exchange within such thirty (30)-day period. You understand that in order to sponsor another UnFranchise Owner under the MPCP, you must sell NT\$6360 in retail value of products within thirty (30) days of sponsorship and submit receipts to the company with a retail sales report (the Form 1000), or you shall lose sponsorship rights. You must also sell NT\$6360 in retail value of products to end users and submit a Form 1000 prior to receiving any commissions under the MPCP or qualifying to be a Coordinator.
- 11. GUI Issued on Commissions.** An UnFranchise Owner which is a profit seeking enterprise has the obligation under the laws to issue to Market Taiwan government uniform invoices (each, a "GUI") for the commissions paid to it by Market Taiwan. Market Taiwan will notify the UnFranchise Owner in writing and/or electronically of the amount of a particular commission payment (plus VAT) to be paid to it by Market Taiwan, but will not make the direct deposit of such commission until Market Taiwan receives a GUI from the UnFranchise Owner with respect to such commission. If the UnFranchise owner fails to issue a GUI, Market Taiwan has the obligation under the laws to report the UnFranchise Owner's failure to issue the GUI to the competent governmental authority. Market Taiwan shall then continue to hold such commission payment for up to 2 years and if the UnFranchise Owner has not issued a GUI by then, such commission shall be forfeited.

12. **Trademarks; Advertising.** You may not use the trade name, product trademarks, except in the advertising material or literature produced or provided to you by Market Taiwan, or as otherwise authorized by Market Taiwan in writing. Prior written approval from Market Taiwan is required to advertise Market Taiwan products, or to use or produce any literature other than Market Taiwan-produced literature, relating to Market Taiwan, its products, or the MPCP.
13. **Public Presentations of the MPCP.** Only UnFranchise Owners who have achieved an UnFranchise Level of Certified Executive Coordinator or higher are permitted to make public presentations of the MPCP or the UnFranchise System.
14. **Management Responsibilities; Other Agreements.** You must manage all of the UnFranchise Owners in your sales organization, regardless of whether their sales volume contributes to your commissions. You must maintain ongoing contact, communication and management supervision with their sales organizations. Examples of such supervision may include, but are not limited to: personal meetings, telephone contacts, voice mail, e-mail, newsletters, written correspondence, personal training sessions, and accompanying them to Company meetings and training programs. You must provide evidence to the Company, at its request, of ongoing fulfillment of management responsibilities. You understand that you must sign additional agreements in order to advance in management levels in the MPCP or to assume a training and leadership position in the National Meeting, Training and Seminar System. Upon meeting the qualifications to become a Coordinator, you must submit an Executive Coordinator Application and Qualification Agreement (Form 1001) and an Executive Coordinator Acknowledgment and Agreement (Form 925) within twenty-eight (28) days of qualifying at the Coordinator level (i.e. earning your first commission).
15. **One UnFranchise Owner per Household.** Prior written approval from Market Taiwan is required to have more than one UnFranchise Owner in a single household. An UnFranchise Owner will not receive personal sponsorship activation credit for an approved UnFranchise Owner in the same household.
16. **Cross-Group Sponsoring.** Sponsoring any Market Taiwan UnFranchise Owner, directly or indirectly, into another line of sponsorship, within the Market Taiwan MPCP or in any other Internet One-To-One Marketing Company marketing plan, is strictly prohibited. For purposes of this Agreement, an "Internet One-To-One Marketing Company" shall be defined as (i) the business of Internet marketing, direct sales, multi-level marketing or network marketing of consumer products or services through a network of independent distributors who can earn money by purchasing consumer products at wholesale prices and reselling them at retail prices and by building sales organizations of other independent distributors from which they may earn commissions from training and managing those sales organizations or (ii) the business of mass customization and Internet marketing of consumer products or services by identifying preferences of an enterprise's customer base through data mining and similar techniques and sourcing production and distribution to consumers.
17. **Right to Setoff.** If you or anyone in your line of sponsorship is in default on payment for Market Taiwan products or services, Market Taiwan may setoff/deduct the balance due from any commission or other compensation owed to you by Market Taiwan, or against any credit on your account. Default on payments due for purchases from Market Taiwan is grounds for termination of this Agreement.
18. **Prior Disciplinary Action.** You represent that you have never been the subject of disciplinary action as a distributor for any other Internet One-To-One Marketing Company (as defined in Section 16 above). If you have been the subject of a disciplinary action, you must send an explanation of the facts and resolution of that action to Market Taiwan's Corporate Office (attn: Legal Department) prior to submitting this Agreement.
19. **UnFranchise Owner Grievances.** You agree to submit any complaint, grievance or claim against another UnFranchise Owner or Market Taiwan in accordance with the Grievance Procedure set forth in the Career Manual. You agree not to seek arbitration, take legal action except in accordance with the Grievance Procedure, or contact any regulatory agency regarding your Market Taiwan UnFranchise Ownership until all steps of the Grievance Procedure have been completed. If you breach this covenant, you may be liable to Market Taiwan for damages and legal costs, including reasonable legal fees.
20. **Proprietary and Trade Secret Information.** You acknowledge that certain information and materials which may be provided to you while you are an UnFranchise Owner, including, but not limited to, UnFranchise Owner lists, UnFranchise Owner contact information, UnFranchise Owner financial data, other UnFranchise Owner personal information (including information related to UnFranchise Owners in your sales organization), sales organization linkage information ("genealogy reports"), the National Meeting, Training and Seminar System, Market Taiwan's MVPN system, and other matters not made available to the general public and which have been made available to you only because you are an UnFranchise Owner, are proprietary and constitute trade secrets of Market Taiwan. You agree not to use or disclose such information and material to anyone except for the purpose of promoting and developing your Market Taiwan business. You further agree not to use or disclose such information and material for the purpose of developing or promoting your business as an UnFranchise Owner for any other Internet One-To-One Marketing Company (as defined in Section 16 above).
21. **Protection of Market Taiwan Sales Force.** You recognize that Market Taiwan has invested substantial effort and money in training, building, supporting and maintaining its sales force and that protecting the Market Taiwan sales force from unfair competition is important to both Market Taiwan and the other UnFranchise Owners in its sales force. You agree that the restrictions contained in this Agreement are a fair and reasonable way to help protect the Market Taiwan sales force from unfair competition. You agree that violations of the restrictions contained in this Agreement will cause irreparable injury to Market Taiwan and that Market Taiwan is entitled to seek preliminary and permanent injunctive relief to remedy such violations.
22. **Non-Competition.** While you are a Market Taiwan UnFranchise Owner, you agree to the following limited restrictions:
- A. You will not solicit, directly or indirectly, any Market Taiwan UnFranchise Owner, whether or not personally sponsored by you, into any other Internet One-To-One Marketing Company (as defined in Section 16 above). Examples of indirect solicitation include, but are not limited to, request to review the products or marketing plan, discussing good experiences with the company, and putting a Market Taiwan UnFranchise Owner in contact with a third party who solicits that UnFranchise Owner.

- B. You will not sell the products of any other Internet One-To-One Marketing Company (as defined in Section 16 above) to any Market Taiwan UnFranchise Owner except those who are personally sponsored by you.
- C. You will not induce any Market Taiwan UnFranchise Owner, including those personally sponsored by you, to sell the products of any other Internet One-To-One Marketing Company (as defined in Section 16 above).
- D. You will not, directly or indirectly, solicit any Market Taiwan UnFranchise Owner to leave or reduce his or her activity with Market Taiwan.
- E. You will not market the products of any other Internet One-To-One Marketing Company (as defined in Section 16 above) or products that are confusingly similar to Market Taiwan products to your customers at the same time as you retail Market Taiwan products to the same customers. The purpose of this provision is to avoid any confusion between Market Taiwan's products and the products of the other Internet One-To-One Marketing Company (as defined in Section 16 above).
- F. You will not commingle the business of any other Internet One-To-One Marketing Company (as defined in Section 16 above) with your Market Taiwan business. You will keep each business totally separate and distinct from the other.
23. **Prohibited Practices and Preventive Measures:** If an UnFranchise Owner breaches this Agreement or the provisions of the Career Manual or commits the following prohibited activities, Market Taiwan has the right to terminate the UnFranchise Owner's UnFranchise Ownership and to refuse any request for return of products by such UnFranchise Owner, and the UnFranchise Owner shall also indemnify Market Taiwan for any loss or claim, including legal fees and expenses, arising out of the UnFranchise Owner's breach or prohibited behavior:
- A. Promoting or selling products or services, or recruiting potential UnFranchise Owners to Market Taiwan by deceptive or misleading means;
- B. Raising funds from other persons in the name of Market Taiwan or through the UnFranchise Owner's Market Taiwan organization;
- C. Engaging in sales activities by means that run counter to public policy or good morals;
- D. Affecting the market's trading order or creating heavy losses to consumers by improper business practices; or
- E. Engaging in sales activities that violate the criminal law, Multi-Level Marketing Supervision Act, or other laws.
24. **Indemnification.** You agree to defend, indemnify and hold harmless Market Taiwan, its owners, representatives, officers, employees, agents and assigns from and against any and all liability, actions, claims, judgments, lawsuits, demands, costs and expenses (including attorney's fees) arising out of, resulting from or in any way connected to your performance under this Agreement, whether occasioned by the actions or omissions to act of you or your representatives, contractors, agents, employees or invitees. This indemnity clause shall apply without regard to whether or not Market Taiwan is actively or passively negligent with respect to the liability, action, claim, judgment, lawsuit and/or demand. You will provide the defense of any and all such actions, claims, lawsuits and/or demands, and will employ counsel who is satisfactory to Market Taiwan for that purpose. Alternatively, Market Taiwan may, in its sole discretion, provide its own defense at your expense.
25. **Non-Waiver.** Any failure to enforce any right hereunder shall not constitute a waiver of any right granted herein or existing under the law of the Republic of China.
26. **Unenforceable Terms:** In the event any one or more of the terms contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable term had never been contained herein.
27. **Governing Law; Choice of Law.** The law of the Republic of China shall govern any dispute arising out of, or related to, this Agreement notwithstanding its choice of law provisions.
28. **Arbitration.** Any controversy, difference or claim arising out of, relating to or connecting with this Agreement, or the breach, termination or invalidity thereof, shall ultimately be settled by arbitration administered by the Arbitration Rules of the Arbitration Association of the Republic of China. The appointing and administering body shall be the Arbitration Association of the Republic of China. There shall be one arbitrator, the language of the arbitration shall be Mandarin Chinese, and the place of arbitration shall be Taipei, Taiwan. The parties hereby agree that the parties may "appear" at the hearing using teleconferencing or video-conferencing facilities. You understand that this arbitration provision means you are giving up the right to have any dispute you have regarding this Agreement heard and determined in a court of law. Notwithstanding the foregoing, either party may seek emergency or provisional relief in the Taipei District Court, prior to invoking the arbitration remedy.
29. **Entire Agreement.** This Agreement and Part 2 of the Career Manual constitute the entire agreement between you and Market Taiwan. Market Taiwan has not made any additional promises, representations, guarantees or agreements to or with you. You agree that you shall not rely on any representation made by an UnFranchise Owner, whether verbal or written, regarding the terms and conditions of this Agreement, as the basis for a claim of misrepresentation against Market Taiwan. To the extent that there is any inconsistency between this Agreement and Part 2 of the Career Manual, this Agreement controls. No additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized officer of Market Taiwan and/or published in the UnFranchise Magazine or other official Company publications or communications, or online at [www.unfranchise.com.tw](http://www.unfranchise.com.tw).

美商美安美台股份有限公司台灣分公司（以下稱「公司」或「美安台灣公司」）依據中華民國法律及公平交易委員會「多層次傳銷管理法」（見於[www.ftc.gov.tw](http://www.ftc.gov.tw)網站）報備合法從事多層次傳銷事業。

您在此申請成為美安台灣公司的獨立超連鎖®店主(Independent UnFranchise® Owner)或零售商(Sales Representative)。您理解並同意下列條款與守則（以下簡稱「合約」）：

- 民事行為能力。** 您若為個人，您在司法管轄區規定內已達到法定年齡20歲，在法律上有資格簽署此合約。您若為商業組織，此商業組織須在其創建和經營的司法管轄區內，已進行商業登記並合法存續。另外，代表商業組織簽署此合約的個人在法律上有簽約資格。
- 接受合約；銷售產品之權利。** 美安台灣公司接受此合約後，您即成為美安台灣公司的一名獨立超連鎖店主或零售商。如果您拒絕您的申請，會在收到此申請書後的15天內通知您。您有權利按美安台灣公司專業手冊所規定的政策與程序銷售公司所提供的產品，而公司的政策與程序間或可能會修改變更。
- 政策與程序。** 您確認已從您的推薦人、上線超連鎖店主或其他來源收到了一份美安台灣公司專業手冊(Career Manual)。並且，您在簽署此申請書之前，已經檢閱過專業手冊第二部分的內容。您仔細檢閱了管理業績紅利計畫(MPCP)以及專業手冊第二部分所關連的政策與程序，並確認這些內容構成了本合約的一部分，包括現在的和公司將來修改變更後的版本。
- 修改與變更。** 美安台灣公司可酌情修改其管理業績紅利計畫、專業手冊第二部分的政策與程序和本合約的條款，並在公司的超連鎖事業雜誌(UnFranchise Owner Magazine)或其他正式的出版物和通訊或在[www.unfranchise.com](http://www.unfranchise.com).tw網站上將修改的內容通知您。  
您於此同意該經修改之條款在有關通知刊登後即告生效，並自動納入您與美安台灣公司所訂立之本合約中，具有法律約束效力。您確認您會就相關之任何修改自行予以查詢，如您不承認接受該等經修改之條款，您應於該等經修改之條款生效後30日內以書面通知公司。您於此確認您發給美安台灣公司的不承認接受該等經修改之條款之通知即構成您解除本合約的通知。在公司收到您的通知之日，本合約即告解除。
- 零售商的選擇。** 若您選擇成為一名零售商，您已在本申請書中勾選了「零售商」作為加入類別。零售商不需繳納入會費和滿足入會的要求。作為一名零售商，您能以超連鎖成本價(UnFranchise Cost)購買產品並進行零售，但不能參加管理業績紅利計畫，也不能賺取佣金或獎金。您理解除非您繳交現時的超連鎖店主入會費，並每年按時續約，否則您不會收到美安台灣公司的通訊刊物、各種服務與資訊。但是，您會收到本合約第四條所述的合約有關內容的修改通知。
- 超連鎖店主的選擇；入會資料。** 若您選擇成為一名獨立超連鎖店主，並參加管理業績紅利計畫，您同意提交本申請書，並繳納現時中的入會費。您同意管理業績紅利計畫有特定的申報和有時間限制的合格要求，這在專業手冊中有明確的規定。沒有做到這一點將會影響您的佣金收入，美安台灣公司執行這些規定不能有例外。入會費用於支付建立您的超連鎖店主數據資料、專業手冊、起步資料、通訊刊物、郵寄及其他服務的費用。起步資料和入會訂購的服務是以「

公司成本價」出售的，所以超連鎖店主並不由此而得到業績點數或佣金。這筆費用並不是服務費或加盟金收費，而是專門用來補償公司為經營管理一個超連鎖事業的運作而在教育和業務資料上所必須支付的費用。成為一名美安台灣公司的超連鎖店主除了購買入會資料以外，並無規定需要購買任何貨品。

- 合約期與續約。** 本合約初始有效期限一年。合約每一年的期滿日為您簽約加入起始月份之翌年同月份之最後一個工作日。除非您在期滿日前書面通知公司您不再續約，您於此同意合約每一年期滿後自動續展一年。如您為超連鎖店主，則您需在每年的合約期滿日前向公司提交續約繳費表並繳交年度續約費以完成合約自動續展一年。此年度續約費以續約當時最新公佈在公司出版刊物上的費率為準。如您未能於合約期滿日前繳交年度續約費，您將會在起始月份之最後一個工作日之後變成零售身分。如您為零售商，則您需在每年的合約期滿日前向公司提交續約繳費表，但無需繳費。您有權利選擇不再續約，美安台灣公司有權接受或拒絕您的續約。如果美安台灣公司在每年的合約期滿日前收到您向公司提交續約繳費表和年度續約費，且未在期滿日前拒絕您的續約，您與美安台灣公司之合約可視為已成功續展一年。
- 解除合約/解約後退款。**
  - 您自我解約。您得自簽定合約之日起30日內，以書面通知公司解除或終止契約，公司於合約解除生效後30天內接受您的退貨之申請，公司將返還您商品之價款，及其他加入時所給付之費用，包括執行本合約的入會費，即全額退款。唯公司得扣除商品返還時因可歸責於您之事由所導致商品毀損減失之價值，以及因該進貨而給付予您之獎金報酬。您於30天解約權期間過後，仍得隨時以書面通知公司終止合約，您得提出退貨之申請，公司將以您原購價格百分之九十買回商品，但得扣除已因該項交易而對您給付之獎金報酬，及商品減損之價值。為執行此項條款，特作如下說明：完好無損的專業手冊和起步資料的價值是為新台幣1,250元。此款項在公司收到本合約後的90天內可以退回，只要公司在此期間收到退回的專業手冊及起步資料完好無損，並有您終止合約的書面要求。入會費的其餘部分超過了30天後不可退回，超過了90天後的任何費用都不得退回。您行使解除合約的權利時，美安台灣公司不會對您強收任何罰款。
  - 美安台灣公司解約。無論何時或何種原因，美安台灣公司得提前30天以書面通知您終止合約。對於嚴重違反公司政策和程序的行為，根據專業手冊所規定的監管糾察措施，美安台灣公司以書面通知您取消合約的時間可少於30天。在這種情形下，美安台灣公司有權不接受您的退貨。
- 退貨程序：**
  - 書面通知：超連鎖店主必須通知退款/退貨部門，他們選擇解除/終止超連鎖事業經營權。
  - 取得准許退貨號碼(RA#)：超連鎖店主必須取得准許退貨號碼，書面提出其退貨要求，指明在美安系統上的超連鎖店主級別。必須填寫以下事項給公司，以取得准許退貨號碼。
    - 退貨產品名稱及數量的清單。
    - 向美安台灣公司購買退貨產品的日期。



- (3) 原訂購單的影印本。
- (4) 訂貨時的上線經理級名字。
- (5) 由推薦人或上線經理級寫信說明他們知道如果退回所購買的物品，以後他們相應的佣金也會因退貨而被扣除。如果公司沒有收到信，會寄一封信給推薦人或上線經理級要求他們在15天內回覆，公司在接到答覆後會指定一個允許退貨號碼(RA#)。
- (6) 如果超連鎖店主所退的貨品，是由另一位超連鎖店主付款，所退款項將會退還給付款的超連鎖店主。只有一種情況美安台灣公司會退款給終止超連鎖事業經營權的超連鎖店主，就是由付款的超連鎖店主寫信要求指定美安台灣公司退款給終止超連鎖事業經營權的超連鎖店主。此例外只限於第一次訂貨。
- 注意：允許退貨號碼(RA#)的有效期限自發出之日起僅為30天。
- (iii) 處理退貨：
- (1) 在公司收到退貨後，公司會通知超連鎖店主退貨情形。
- (2) 超連鎖店主必須給予公司30天去處理退貨，如超連鎖店主沒有依規定完成上述退貨程序，可能需要更多的時間處理退貨。
- (3) 超連鎖店主不可以代其他的超連鎖店主將商品退回，只有付款的超連鎖店主才可以要求退款。
- (4) 非解除或終止契約的運費是不能退的。
9. 獨立承約人身分。此申請書一經美安台灣公司接受，您即成為獨立的承約人，對自己的經營負責。本合約無意也不能解釋為美安台灣公司與您之間、或推薦人與您之間建立了一種僱傭關係，或代理合夥、合資經營關係。本合約並不構成購買了一個連鎖店或經銷權，公司從來沒有也不會根據本合約要求您交納分銷公司產品的權利金。作為一名獨立的承約者，您應當做到：
- (A) 在執行本合約以及/或購買、接收、存儲、銷售、分發和推廣美安台灣公司的產品時，遵守中華民國的有關法律和法規。
- (B) 有關本合約以及/或購買、接收、存儲、銷售、分發和推廣公司的產品方面的所有報表，其製作、執行和遞交的費用，及依法或公共權力機關的要求獲取一切必要之執照的費用均由您本人負擔。
- (C) 依法繳納自僱稅、國稅、地方稅和/或其他規定的稅款。
10. 零售。管理業績紅利計畫建立在向最終消費者零售產品的基礎上。您可以購買產品自己使用或給家人使用，但購買自用產品，美安台灣公司不會支付佣金。美安台灣公司出售之產品若有腐敗、變質、封裝不良或已逾使用期限等瑕疵情形，您得申請更換產品；您應於領取貨品後30日內儘速檢查，倘若發現商品有前述瑕疵，應立即通知美安台灣公司並在30日內申請更換。根據管理業績紅利計畫，您明白倘若要推薦其他超連鎖店主入會，您必須在推薦超連鎖店主後的30天內出售價值為新台幣6,360元的產品，並將銷售收據連同1000表格遞交給公司，否則您將失去推薦權。您必須向最終消費者售出新台幣6,360元的產品並提交銷售報告(1000表)後，方能領取佣金，或合格成為一名助理級超連鎖店主(Coordinator)。
11. 開立統一發票。營業人或法人超連鎖店主有法定義務，就其在美安台灣公司領取的佣金收入(及相應的加值型營業稅)開立統一發票(GUI)，交付給美安台灣公司。美安台灣公司在支付某一筆佣金之前，會將待發的佣金額及稅額以書面方式或/及電子方式通知超連鎖店主，但在美安台灣公司收到超連鎖店主就此筆佣金開立的統一發票之前，會暫時不支付此筆待發的佣金。若是超連鎖店主未提交統一發票，美安台灣公司則有法定義務就超連鎖店主未開立統一發票事宜向有關政府部門申報。此後，美安台灣公司將最長滯留此筆佣金兩年，如果屆時仍未收到超連鎖店主開立的統一發票，則將取消此筆佣金。
12. 商標；廣告促銷材料。除了美安台灣公司為您提供之廣告促銷材料、文宣材料或其他美安台灣公司書面授權使用的資料外，您不能使用公司的商業名稱、商標或服務標誌。刊登美安台灣公司產品的廣告，或使用、製作非公司印製的有關美安台灣公司、公司產品、公司服務以及管理業績紅利計畫的文宣資料，必須事先徵得美安台灣公司的書面批准。
13. 公開展示管理業績紅利計畫。只有達到授證經理級或以上級別的超連鎖店主，才能夠公開展示管理業績紅利計畫或超連鎖系統。
14. 管理責任；其他合約書。您必須管理您銷售組織中的所有超連鎖店主，無論他們的銷售是否為您帶來佣金收入。您必須經常保持與您銷售組織的聯繫、溝通、管理和監督。監督的實例包括但不限於：個人約見，電話聯繫，語音信箱，電子郵件，業務通訊，書信來往，訓練會議，以及陪同個人前去參加公司舉辦的會議和訓練。您必須應公司的要求提供您履行監管責任的證據。您明白如果您要在管理業績紅利計畫下晉升管理等級，或者在全國會議聯盟系統中承擔培訓和領導工作，您必須另外簽訂相關合約書。在合格成為助理級超連鎖店主(即獲得第一次佣金)後的28天內，您必須呈交一份經理級申請審核表(1001表)以及一份經理級同意書(925表)。
15. 同一住所僅允許一個超連鎖事業經營權。若同一註冊住所超連鎖事業經營權超過一個，必須事先徵得美安台灣公司的書面批准。同一住所中的第二個超連鎖事業經營權即使被批准，也不能算為個人推薦的超連鎖店主而滿足「擴展業務」的要求。
16. 跨級推薦。將美安台灣公司現有的超連鎖店主推薦到另一條線，不論直接或間接，不論是在本公司管理業績紅利計畫下推薦，或是在任何其他網際網路一對一行銷公司的行銷計畫下推薦，均屬嚴格禁止的行為。本合約對「網際網路一對一行銷公司」作如下定義：(i)透過直銷商網路提供產品和服務的網際網路行銷公司、直銷公司、多層次銷售公司或網路銷售公司，其直銷商按批發價格購買商品後，按零售價格售給消費者賺取收入，並通過建立、培訓、管理下線直銷商銷售組織獲得佣金；或(ii)以客戶需求化服務(Mass Customization)和網際網路行銷方式提供產品和服務的公司，此類公司透過收集資訊及反饋意見，確定顧客的需求，然後定製出產品提供給消費者。
17. 抵消欠款。如果您或您推薦的下線超連鎖店主訂購了美安台灣公司的產品或服務而拖欠貨款，公司可以從您的佣金或其他報酬中抵消/扣除所欠金額，或從您在美安台灣公司帳戶上的存款中扣除。此外，美安台灣公司有權以拖欠購買貨款為由終止您的合約。
18. 以前的處分。您在此聲明您在任何其他網際網路一對一行銷公司(根據第十六條中的定義)作直銷商時從未受過處分。如果您曾受過處分，在提交此合約之前，必須發信給美安台灣公司(規章管理部門收)，說明當時的情況和處分決定。
19. 超連鎖店主的申訴。您同意按專業手冊所規定的申訴程序，提出自己對其他超連鎖店主或美安台灣公司的不滿、抱怨或申訴。若您提出仲裁要求或採取法律行動，您同意須按申訴程序的規定辦理。此外，您同意在申訴程序結束前，牽涉到您的美安台灣公司超連鎖店主的權利義務的事宜，您不會與任何監管機構聯絡。如果您違反此條款，您將承擔美安台灣公司因此而受到的損失及訴訟法律行為的費用，包括合理的律師費用。
20. 專有資料和商業秘密。您承認在您擔任獨立超連鎖店主期間，公司提供給您的某些商業資訊和材料為專有的資料，且構成了美安台灣公司的商業秘密，其中包括但不限於：超連鎖店主名單、超連鎖店主聯絡資訊、超連鎖店主財務資訊、其超連鎖店主個人資訊(包括您的銷售組織內超連鎖店主的資訊)、銷售組織網路連接資訊(「組織網路表」)、全國會議聯盟系統會議指南、美安台灣美安社群通訊以及其他未公開的資訊。您同意不向任何人透露任何這些資訊和材料，除非是用於促進和發展您的美安台灣事業。您亦同意不使用或透露這些資訊和材料來發展和促進您在任何其他網際網路一對一行銷公司(根據第十六條的定義)的直銷商事業。
21. 保護美安台灣公司的銷售團隊。您承認美安台灣公司已投入了大量的人力和財力以訓練、建立、輔助和維護公司的銷售團隊，而且承認保護公司的銷售團隊免受不公平的競爭，這對公司和銷售團隊的其他超連鎖店主都是重要的。您同意本合約所包括的限制是公正合理的辦法，有助於保護美安台灣公司的銷售團隊免受不公平的競爭。您同意若違反本合約裡的限制會造成對美安台灣公司不可彌補的損害，公司有權尋求法院作暫時性和永久性的禁止令等保全措施，以防止、降低或消除此類違約的損害。
22. 競業禁止條款。您為美安台灣公司獨立超連鎖店主期間，您同意受到下列限制：
- (A) 您不會以直接或間接的方式遊說美安台灣公司的任何獨立超連鎖店主加入任何其他網際網路一對一行銷公司(根據第十六條的定義)。間接遊說的例子包括但不限於：要求評估產品或行銷計畫，談論在該公司的良好經驗，讓第三方接觸並遊說美安台灣超連鎖店主。
- (B) 您不會銷售任何其他網際網路一對一行銷公司(根據第十六條的定義)的產品給美安台灣公司的任何獨立超連鎖店主，除非那些超連鎖店主是由您個人推薦的。
- (C) 您不會勸使美安台灣公司的任何獨立超連鎖店主，包括您自己推薦的超連鎖店主，去銷售任何其他網際網路一對一行銷公司(根據第十六條的定義)的產品。
- (D) 您不會以直接或間接的方式遊說美安台灣公司的任何獨立超連鎖店主離開美安台灣公司，或減少其在美安台灣公司的業務活動。
- (E) 您在推銷美安台灣公司的產品給零售顧客期間，您不會把任何其他網際網路一對一行銷公司(根據第十六條的定義)的產品推銷給同樣的零售顧客。訂立本條款是為了避免顧客將其他網際網路一對一行銷公司(根據第十六條的定義)的產品誤認作美安台灣公司產品。
- (F) 您不會將任何其他網際網路一對一行銷公司(根據第十六條的定義)的業務與美安台灣公司的業務混為一體，而是將兩者完全分開，相互有別。
23. 超連鎖店主不當行為之禁止與處置。若您違反專業手冊、本合約之規定或涉有下列行為經查證屬實，情節重大者，公司得解除或終止您的超連鎖事業經營權，且不接受您退貨申請。若造成公司營業之損害，您並應負賠償責任：
- (A) 以欺罔或引人錯誤之方式推廣銷售美安商品或服務及介紹他人參加美安台灣公司。
- (B) 假借公司名義或以美安台灣傳銷組織之名向他人籌集資金。
- (C) 以違背公共秩序或善良風俗之方式從事傳銷活動。
- (D) 以不當之直接訪問買賣影響消費者權益。
- (E) 從事違反多層次傳銷管理法、刑法或其他法規之傳銷活動。
24. 免責補償條款。在履行本合約期間，您本人或您的代表、承約人、代理人、僱員或受邀者若因行為不當或疏漏造成的任何責任、爭議、索賠、判決、訴訟、法律訴訟、費用(包括律師費)，概應自行負責；您同意給予免責保障，使美安台灣公司、公司股東、公司代表、管理人員、僱員、代理人及受讓人免於蒙受任何損失。無論美安台灣公司在上述責任、爭議、索賠、判決、訴訟及/或法律訴訟方面表現為刻意疏忽或非刻意疏忽，本免責條款均適用。涉及上述爭議、索賠、訴訟及/或法律要求，您應提供免責辯護，並延請美安台灣公司滿意的辯護律師。若非如此，美安台灣公司則會自行決定延請辯護律師，一切費用由您承擔。
25. 不放棄權利。未能實施本合約的任何權利，並不構成放棄權利人根據本合約所賦予的任何權利或中華民國法律賦予的權利。
26. 條款無法執行。若本合約中的某一項或多項條款由於某種原因被判定為無效、不合法或無法執行，這種無效性、不合法性或不可執行性不會影響其餘任何條款的效力，本合約應被理解為此類無效、不合法或無法執行條款如同不曾含於本合約之中。
27. 準據法，準據法之約定。本合約以中華民國法令為準據法，裁決本合約所產生或與本合約有關的任何爭議，但不適用其衝突法原則之規定。
28. 仲裁。本合約所產生的或有關本合約的任何爭議或要求，或違反本合約的事宜，都應依據中華民國仲裁協會的協會仲裁規則(Arbitration Rules of the Arbitration Association of the Republic of China)透過仲裁來解決。指定的審理機構為中華民國仲裁協會(The Arbitration Association of the Republic of China)。由一位仲裁員仲裁，仲裁語言為中文。仲裁地點為中華民國台北市(Taipei, Taiwan)。雙方同意各方均可以利用電話遠程會議或視訊會議設施來「出席」聽證會。您明白這一仲裁條款意味著您對本條款產生的爭議放棄審理和法庭裁定的權利。在尋求仲裁解決之前，合約雙方均可在台北地方法院(Taipei District Court)尋求緊急或臨時的司法救助。
29. 完整合約。本合約以及專業手冊中的第二部分(包含美安台灣公司獨立超連鎖店主隱私政策)構成您與美安台灣公司之間的完整的合約，除此之外美安台灣公司不另作其他的承諾、陳述、保證或協議。同時，有關本合約的條款與細則，您同意您不能依賴某個超連鎖店主的口頭或書面解釋，並據此來聲稱美安台灣公司誤導他人。若本合約與專業手冊中的第二部分有某種程度的不一致，應以本合約為準。除非得到美安台灣公司高級主管人員的書面署名批准，以及/或經公司的超連鎖事業雜誌、或公司其他正式出版物和通訊、或www.unfranchise.com.tw網站上登載以外，其他任何種類的承諾、陳述、保證或協議均為無效。

本人承認已閱讀、了解並同意此申請同意書所陳述的條款，完成此表並簽名即為證明。

Name of UnFranchise Owner (Last, First, Middle Initial) or Company Name 個人超連鎖店主姓名或超連鎖店主的公司名稱

I have read and agree to all the terms and conditions listed on the form. I may cancel this transaction within 30 days from the date of signature.

本人已閱讀並同意所有的條款與守則。本人可以自簽署之日起30天內取消此合約。

UnFranchise Owner Signature or Business Entity Seal 超連鎖店主簽名或公司戶大小章

Date of Signature 簽署日