

APPLICATION FORM

PERSONAL INFORMATION						
Last Name	First Name			Middle Name		
Birth Date	Sex	Civil Status		Citizenship		
Home Address						
Barangay			City	Postal Code		
Email Address			TIN			
Mobile Number			Telephone Number			
BENEFICIARY			Relationship			
Last Name	First Name			Middle Name		
Mobile Number			Telephone Number			
NETWORK INFORMATION						
SPONSOR	Last Name	First Name		M.I.	Username / Account #	
PLACEMENT	Last Name	First Name		M.I.	Username / Account #	<input type="checkbox"/> Left <input type="checkbox"/> Right

In signing below, I have carefully read the terms and conditions of **FULGENT WELLNESS CORP.**

I understand the terms and conditions and agree to be bound by them. I also further agree to abide by any additional terms and conditions to rectify certain situations that may arise.

I hereby certify that all information above is true and correct.

Conforme:

Applicant's Signature Over Printed Name

Date

Sponsor's Signature Over Printed Name

Date

Username:

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Processed By: _____
Name

Date Received: _____
mm / dd / yyyy

Paid To:

(Please specify) Head Office Center _____ Other _____

NOTE: Please submit a duplicate copy to the nearest center or head office for filing purposes.

Form v1.0 (May 11, 2022)

These Membership Terms and Conditions ("T&C" or "Terms") define the contractual relationship between Fulgent Wellness Corporation ("Fulgent Wellness") and its registered members. The terms "we", "us," "Company" and "Fulgent Wellness" refer to Fulgent Wellness Corporation, and the terms "you," "your" and "yourself" refer to Fulgent Wellness distributors, sellers, customers, and users who have opted to be registered with specific accounts as Members.

Acceptance of the General Terms and Conditions

By registering as a member, or accessing, using, and obtaining content, products and services through this website or any Fulgent Wellness-managed online platforms, your actions are considered voluntary and you are deemed to have read and accepted the General Terms and Conditions published on the Fulgent Wellness website.

Also, specifically as a registered member, you are deemed to have read and accepted the Membership Terms and Conditions set forth below. You are responsible for keeping informed of both the General and Membership T&Cs.

Fulgent Wellness may at any time modify these Terms, and such modifications shall be effective immediately upon posting of the modified General and Membership Terms and Conditions.

Definition of Terms

In all contractual agreements that you sign or enter with Fulgent Wellness Corporation, it is considered voluntary, and the terms used below shall have the following meanings:

- 1. Compensation Plan / PayPlan** – is the Company's pay-out program or ways to earn exclusive for its registered members / affiliates / distributors.
- 2. Beginner's Kit** – the entry kit that a person needs to purchase to get a registration code and thereby become a registered member / affiliate / distributor of Fulgent Wellness and is entitled to earn income (except the Sales Volume Commission) according to the Company's PayPlan. The product(s) that come with the Beginner's Kit may vary at Company's discretion.
- 3. Promotion Package** – the package that an affiliate / distributor needs to purchase to earn his/her account qualified to earn the Sales Volume Commission. Those who purchase the Promotion Package do not need to buy the Beginner's Kit as the package includes free registration with automatic rank promotion. There are three categories of Promotion Packages (products contained in these packages may vary at Company's discretion):
 - a. Starter Promotion Pack (with 1 binary point)
 - b. Builder Promotion Pack (with 2 binary points)
 - c. Premium Promotion Pack (with 3 binary points)
 Higher ranks enable affiliates to earn bigger income potential.
- 4. Account Auto-Reactivation** – is a special PayPlan program where membership is reactivated once account accumulates an amount of Reactivation Fund (RF) Subsidy equivalent to the value of Premium Promotion Pack (subject to change at Company's discretion). RF Subsidy is earned as part of your matching bonus in addition to the cash bonus and reward points. There's no time frame and no limit on the account auto-reactivation.
- 5. Mobile Stockist** – is a special business program that members can avail to get a bigger outright discount on products, earn a service fee of 3% on Business Packages, plus an additional 7% discount versus eCommerce ("eCom") price on repeat purchase items with PV ("purchase value"). Promo packages and products may have different service fees, to be determined at the discretion of the Company.
- 6. Network** – consists of the distributor's whole group/organization, covering all his/her downlines.
- 7. Sponsor** – also known as the direct upline, is the member who introduces the business and registers a person to the Company. He/she is responsible for training and supporting his/her downlines in the conduct of the business.
- 8. Upline** – refers to the account where your binary account is directly connected. This is part of the positioning system in the binary structure wherein the upline earns his/her Sales Volume Commissions, also known as matching bonus income, every time the system finds a binary point in his/her weak leg that matches with one binary point in his/her strong leg of the network.
- 9. Downlines** – are those distributors who form part of the network of the sponsor or upline (both in the binary and unlevel programs), either directly sponsored by the latter or not, where you earn from their every transaction – referral and product purchases.
- 10. Level** – represents the location of your downlines in the unlevel network structure whereby all your directly sponsored members are your first level members, and your first level members' directly sponsored members are your second level members, and so on and so forth.
- 11. eCom Price** – is the discounted price applied for members and is also the selling price for the Company's online selling program. However, Fulgent Wellness members earn Retail profit on every item they purchase/sell.
- 12. Suggested Retail Price (SRP)** – the maximum selling price of the products recommended for non-member consumers.
- 13. Retail Profit** – serves as the primary income source that members receive when they sell regular products at eCom Price. Retail Profit varies per product, and promo campaigns may dictate different Retail Profit for promotional products, at Company's discretion.
- 14. Promotion Package Sales Commission** – serves as the sales incentive that members receive after their sponsored account(s) purchase any of the Promotion Packs.
- 15. Sales Volume Commission** – is the type of income source that adopts a binary program in which your network structure is divided into two – your left sales group and your right sales group. The grouping is defined by the "upline", and "placement" (L or R) information entered during registration. Under this program, the binary points from your weaker sales group will be matched with that of your strong sales group. Per sales match of one binary point, you earn P600 cash + 250 reward points + 50 Reactivation Fund Subsidy. (Every 5th matching of one binary point will be paid through product points instead of cash, but this 5th pair safety net will not be applied to Master Rank members).
- 16. Flush-Out** – is a safety net measure of the Company applied in its matching bonus program, wherein a distributor will be paid up to a certain maximum matching bonus income per day depending on the account rank.
- 17. PV** – "purchase value" or point value attached to every item/product in every member's repeat purchase transaction; PV is the point system used in computing for the unlevel pay-out and members' Club Pool.
- 18. Repeat Sales Commission** – is the type of income source that is based on an unlevel program in which member earns from a percentage of the PV values coming from purchases made by a member's downline referrals up to the tenth level. Percentage of the PV values earned by member's downline depend on member's membership rank.
- 19. Pay-Out** – the other term for commission/income earned by the members according to the applied PayPlan. Cut-off of pay-out request is every Monday, and the releasing of payout is every Friday.
- 20. Monthly Product Maintenance (MPM) / Activation Maintenance** – is the monthly personal purchase volume of at least 250 personal PV required to maintain your account active and to qualify for the unlevel income and other incentives. The required personal PV can be generated through purchase/sale of any products with PV at eCom price. We are adopting a 30-day rolling maintenance, where active status resets for another third (30) days upon reaching MPM anytime.
- 21. Replicated Website** – also known as the "distributor's personal website." It serves as the members' Online Business Office in the Fulgent Wellness Corporation's commercial website wherein all the members' transactions, genealogy and income are recorded. This also facilitates the income encashment and incentives redemption of the members.
- 22. Commercial Website** – www.fulgentwellness.com, the official website of Fulgent Wellness Corporation.
- 23. Crosslinking** – the distributor's act of transferring from one group to another. This is strictly not allowed. (cf. Company Policies)
- 24. Business Opportunity Presentation (BOP)** – is the business plan / PayPlan presentation, introducing the Business Package, products, Ways to Earn, and other benefits.

Rules, Code of Conduct, and Ethical Standards

These Rules, Code of Conduct and Ethical Standards will be the basis for settling disputes among members, and between members and the Company. For everyone's protection, for proper order and for the preservation of the integrity of the business, all distributors must observe the Company's rules, regulations, code of conduct and ethical standards. Violation of these rules carries a penalty on the violators, such as: preventive suspension, temporary deactivation, or precautionary termination of account, depending on the offense.

After the temporary deactivation / preventive suspension / precautionary termination of an account, the distributor will be given third (30) days to clarify the issues pertaining to the penalty applied by referring to the Company management in person. Non-compliance or failure to satisfactorily explain such violation will lead to the permanent deactivation/termination of the account.

- 1. No Crosslinking** – Meaning, you cannot register an account under a different group/upline separate from your original existing account/network structure.
- 2. Unfair Solicitation** – Any act of soliciting other members to transfer to your group by offering financial support, marketing support, spill over, accommodation slots, etc., is strictly prohibited.
- 3. First Share's Right** – If you are the first one to share the business to a particular prospect and can make that person sign the membership application form, such person is tied to you and is not allowed to register under any another person within six (6) months. If he/she is married, his/her spouse is also bound by this policy. However, if you fail to make that prospect (who signed up with you) join the Company within the 6-month period, then that prospect is now free to join under any other person.
- 4. Multiple Accounts** – Every person is allowed to own up to 3 accounts only (i.e., 3 accounts per name only). Any excess of 3 accounts (referring to the 4th account and onwards, based on the date of registration) will be automatically deactivated.
- 5. Selling / Transferring of Account** – Selling or transferring of account to another person is strictly not allowed, except in the case of death or incapacity of the account owner with proper notice and approval of the Company. A direct dependent of a deceased or incapacitated account owner (i.e., one of parents or siblings if single, or one of children or spouse if married) must submit a death certificate and a letter of request to the office requesting for the transfer of the business account of the deceased to any of the deceased's direct family member. Such letter must be signed by all the deceased's direct family members or legal heirs. The Company may accept (for implementation) a memorandum of agreement (MOA) among family members regarding the distribution of the income of such network account.
- 6. Managing the Distributorship Accounts:**
 - a. Every distributor is responsible for entering accurate information on his/her account. The Company reserves the right to take disciplinary actions, which may include the immediate or outright termination of the account, in the event the Company determines that false or inaccurate information was given.
 - b. Moreover, every account in the Company must be kept active. An account is considered inactive if there has been no personal product purchase /or no personal sponsoring / or no income encashment done within a period of six (6) months. Inactive accounts for a period of 6 months shall automatically be deactivated in the system.
- 7. False Accounts** – No one is allowed to register another person without his/her knowledge or consent. No one is also allowed to register a non-existing or deceased person. Any member violating this policy shall have their membership terminated and the company reserves its right to pursue appropriate legal action.
- 8. Loyalty:**
 - a. Any member who is found to be recruiting fellow members of Fulgent Wellness to join other companies/entities with similar/related products/s shall have their membership terminated.
 - b. Members shall not make any oral or written remarks / statements that may discredit or incriminate the Company and the management / officers and staff. Violation of this policy may cause membership to be suspended or terminated and the Company reserves its right to pursue appropriate legal action.
- 9. Non-Compete:**
 - a. Any member who owns or is part owner of another network marketing company/entity with similar/related product/s shall have his/her membership with Fulgent suspended or terminated.
 - b. Any member who is acting as one of the Top Leads of another network marketing company/entity with similar/related product/s and/or part of the Management – especially doing business presentation for that company – shall have his/her membership with Fulgent Wellness suspended or terminated.
- 10. Honesty:**
 - a. All members shall not misrepresent the Company, its PayPlan, and its products and services.
 - b. No one is allowed to claim the commission of another member without his/her written authorization. No one is also allowed to request for online encashment on behalf of another person without his/her knowledge and authorization.

- a. You should not imitate or counterfeit any handwriting or signature of another person, or present false statements, such as, but not limited to, untruthful affidavits and deeds, incorrect dates, and other incorrect or deceptive information.
- 11. Fairness and Sincerity** – No one shall take the sponsorship of a particular member, nor to influence that person to register under any sponsor, if the potential sponsor is not the first to refer that person to the business.
 - 12. Good Morals:**
 - a. Decency and good behavior shall always be observed within the Company premises, its service centers, and branches. Arrogance or disrespect to any person within the Company premises is strictly not tolerated:
 - i. **1st Offense** – One (1) month deactivation of all the accounts with the forfeiture in favor of the Company of all benefits, privileges, commissions, and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.
 - ii. **2nd Offense** – Six (6) months deactivation of all the accounts with the forfeiture in favor of the Company of all benefits, privileges, commissions, and other remunerations either monetary or any kind, which accrued at the time of the commission of the violation.
 - iii. **3rd Offense** – Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or any kind in favor of the Company, which accrued at the time of the commission of the violation.
 - b. Having good morals includes not soliciting other members to transfer from one group to another (cf. #1), not to unjustly take the sponsorship of a particular account referred by another person (cf. #3). Moreover, all members are also strictly prohibited from soliciting sexual favor in exchange for a promise of support (such as, but not limited to financial support, spill-over, etc.), taking/stealing the commissions of other members, and not submitting to the office the pay-in you got from a prospect.
 - 1st Offense** – Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or any kind in favor of the Company, which accrued at the time of the commission of the violation.
 - 13. Non-Tolerance of Fraudulent Activities** – All members are strictly instructed not to commit any fraudulent acts, directly or indirectly, to the prejudice of the Company or fellow members, such acts include but not limited to:
 - a. **For Internal Control of the Company:**
 - i. Using fictitious name, or dummy, purportedly to obtain personal benefit.
 - ii. Issuing a check to a fellow member or to the Company when there is no fund or insufficient amount of funds to cover the amount of the check.
 - iii. Incurring obligation to a fellow member or to the Company and evading the performance thereof.
 - iv. Non-issuance of the complete set of the Business Package and/or not encoding the New Distributor; or non-submission or over delayed submission (i.e., beyond 48 hours) of the "payin" (payment for purchase of the Business Package) to the Company.
 - v. Soliciting huge sums of money from persons they call investors.
 - vi. Crosslinking / Transferring to other groups, except if authorized by the Company within the parameters covered by the Company within the parameters covered by the other provisions of the Company rules and guidelines.
 - vii. Bribing the management and staff by giving gifts, etc., to gain personal favors.
 - b. **For Selling of Products:**
 - i. By altering the quality, quantity, or weight of any products of the Company.
 - ii. One Price Policy – Selling of products below the standard retail price (i.e., eCom price) set by the Company is strictly prohibited.
- 1st Offense** – Perpetual deactivation of all the accounts, which carries with it the forfeiture of all benefits, privileges, commissions, and other remunerations either monetary or any kind in favor of the Company, which accrued at the time of the commission of the violation.

Company Policies

Any violation of specific Company policy may cause suspension or termination of his/her accounts with Fulgent Wellness, and the Company reserves its right to pursue appropriate legal action, as the case may be, or as the circumstances warrant. See FWC Policies for details.

Promos

All promo awards are non-convertible to cash and are non-transferable.

Taxation

Since Distributors are not employees of the Company, they shall be responsible for their own tax payments and compliance, according to Philippine tax laws. All Distributors are responsible for paying income taxes due from income earned as a Distributor of this Company.

Ten percent (10%) of the gross income of each Distributor is automatically deducted by the Company upon encashment request as withholding tax. The Distributor may request for a copy of the BIR Form 2307 from the Finance department.

On Re-Inventing the Marketing Scheme

The business of Fulgent Wellness Corporation is NOT an INVESTMENT SCHEME. Therefore, nobody should present the business to people they call as INVESTORS, promising them to get a huge percentage of return as interest while doing nothing upon placing a huge sum of money as their investment.

Any distributor marketing the business as an investment scheme, directly or indirectly, shall be dealt with seriously and penalized, which may include termination and/or legal action for damages. The Company shall NOT be held liable if a distributor joins the said prohibited investment scheme, regardless of whether he/she is not aware of this policy.

It is completely understood that, to the fullest extent, you voluntarily agree and completely hold to defend Fulgent Wellness, its officers, officials, and employees, harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of, or resulting from your acts, errors, or omissions in performance of any obligation to any person/entity.

Product Sales

Monthly Product Maintenance

It is the monthly personal purchase volume of at least two hundred fifty (250) personal PV required from each distributor who want avail of the Repeat Sales Commission (RSC) income. That required personal PV can be generated through purchase of any product at eCom price.

One Price Policy

Members must not sell the products below the eCom price (cf. above policy).

Product Return and Refund Policy

The following conditions must be complied with before any product refund request will be processed:

1. The products are still in good condition and no traces of leak, pinholes, discoloration or fading of the packaging materials.
2. The product codes are not yet used.
3. Products are still at least ten (10) months from expiry date.
4. Product is supported by proof of purchase from the Company.
5. There should be no sign or pattern of repetitive product refund by the same distributor.
6. Refund is subject to re-computation to determine the loss in cost of money (shipment, logistics) and taxes paid; therefore, expect a deduction of the actual amount paid to cover the loss and taxes incurred by the Company.
7. Request for product return and refund should be in writing, and such must be done within 15 days from the date of purchase.
8. The Company does not provide refunds for products and/or business support materials and services purchased from another Distributor or Stockist. He/She must seek a refund directly from the Distributor/Stockist who sold the products or services.
9. Business Package / Entry package is not included in this policy.

Product Exchange

The Company shall exchange products only if the returned products are defective and their respective product codes are not yet encoded. The following procedure shall be applied:

1. Consumer or Distributor shall request for product exchange in writing within 7 days from the date of product purchase, together with the proof of purchase (receipt).
2. Once approved, the returned products shall be replaced with same and undamaged products, or a full refund if there's no stock available.
3. The Distributor shall be solely responsible for this process of product return and exchange.
4. He/She cannot delegate it; thus he/she must present his /her Company issued ID as proof that he/she is a registered member of the Company.

Use of Trademarks and Copyright Material

Fulgent Wellness name, logos, trademarks, and copyrights are exclusively owned by Fulgent Wellness Corporation. Distributors should not use any written, printed, recorded or any other material in advertising, promoting, or describing the products or PayPlan of the Company in any manner, for their own presentation/advertising materials, without the approval / permission from the Company management. The use or production of any promotional materials created by a Distributor, which has no prior written approval from the management is strictly prohibited. Moreover, no Distributor is allowed to represent the Company in any print ads, radio, or TV shows without the written request and proper approval of the management. Also, any product claims must all be exactly aligned with the official Company literature.

Websites by Distributors

Any distributor can create a website for the promotion of the business (network campaign). However, the Company strictly prohibits the creation of personal websites that claims to be the official website of Fulgent Wellness Corporation. Any other website, apart from the official commercial website of Fulgent Wellness Corporation, must contain a disclaimer clearly stating that it is not the official website of the Company.

Violation of this policy, whether intentional or unintentional, will result in the termination of membership with reservation of Fulgent Wellness to institute legal action for damages, if warranted. The Company reserves the right to implement reasonable measures and/or measures to inform public on any grave or serious violation committed by any distributor/member.

Governing Law, Dispute Resolution and Jurisdiction

The laws of the Philippines shall govern the resolution of any dispute arising from the enforcement of these provisions.

Any dispute, controversy, difference, or claim arising out of or in relation to this agreement, including any question as to the interpretation, implementation, existence, validity, breach, or termination thereof or as to any non-contractual obligation arising out of or relating thereto, shall be referred to and finally resolved by the rules on alternative dispute resolution or by arbitration in accordance with the applicable laws of the Philippines.

The Court having jurisdiction over Fulgent Wellness Corporation Head Office shall be the exclusive venue for all legal actions, as the case may be, concerning the implementations of the rules and guidelines of the Company.