

**Web & email**

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Sello del DAPHNE POINT o código de barras



Espacio reservado DAPHNE LAB

**DOMICILIO FISCAL**

Nombre de la Compañía / Empresa			
Apellido			
Nombre		Título (Ej. Dr., Prof.)	
Dirección			
Código postal	Ciudad	Provincia / Estado	
Lugar de nacimiento	País / Región	Fecha de nacimiento DÍA   MES   AÑO	
NIF			
CIF			
Números telefónicos privados			

**DIRECCIÓN OPERATIVO**

Nombre de la Compañía / Empresa		
Apellido		
Nombre		Título (Ej. Dr., Prof.)
Dirección		
Código postal	Ciudad	Provincia / Estado
Teléfono fijo		
Teléfono móvil		
Fax		
E-mail		

**DIRECCIÓN PARA LA CORRESPONDENCIA**

Nombre de la Compañía / Empresa	
Apellido	
Nombre	Título (Ej. Dr., Prof.)
Dirección	
Código postal	Ciudad
Provincia / Estado	

Sitio web
Referente
Categoría: (Ej. Spa, farmacia, herboristería, gimnasio, etc.)
Enlaces de redes sociales (Facebook - Twitter - LinkedIn - Skype)
Notas

Formas de envío de los BioMetaTest <input type="radio"/> Área reservada: (No hay gastos de impresión y envío) <input type="radio"/> Correo: (Espere más. Hay gastos de impresión y envío)	Código promocional/Agente _____ _____	¿Podemos añadir sus detalles en nuestro sitio web? <input type="radio"/> SÍ    Notas: _____ <input type="radio"/> NO        _____
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El abajo firmante, presta su consentimiento para el tratamiento de datos personales y confidenciales necesarios para registrarse como Daphne Point afiliado y acepta las "condiciones generales de prestación de BioMetaTest Daphne".

**Los formularios no firmados o fechados no serán aceptados. Atención: rellene también el reverso del formulario!**

Lugar y fecha

\_\_\_\_\_

Firma legible

**FIRMA** \_\_\_\_\_

Formulario propiedad de Unizenic Limited. Daphne Lab, BioMetaTest, Daphne Point, son marcas comerciales otorgadas en uso para empresas locales.

ES

FORM.93ES Vers. 1.3d del 22/11/2021

Formulario para registrarse como DAPHNE POINT afiliado

## **CONCESSION CONTRACT FOR THE SALE OF PRODUCTS, SERVICES AND USE OF LOGOS**

BETWEEN

**UNIZENIC Limited** based in 5, Secretary's Lane GX111AA GIBRALTAR, concessionaire of the Daphne Lab trademarks owner of the technology of BioMetaTest® as described on www.daphnelab.com website, hereinafter called "**Daphne Lab®**" or **grantor**

AND

the signatory contractor who has completed the front of this form, hereinafter called "**Daphne Point®**" or "**Point**".


WHEREAS UNIZENIC operates the distribution - by press or training - of methodologies related to nutritional protocols and the psychophysical wellness based on naturopathic medicine, as well as the performance of "BioMetaTests®", as editorial products, according to a patented testing methodology. The Daphne Point® intends to market without exclusivity the above mentioned editorial products, also called BioMetaTest®, provided by the grantor Unizenic (Daphne Lab®).

### **THE PARTIES AGREED AS FOLLOWS**

1. The premises and any attachments form integral parts of the contract. Daphne Lab® entrusts the marketing of its editorial products and of the BioMetaTest®, called Thema or Panels, according to the commercial offer in force and according to the updated versions that from time to time will follow.
2. The Daphne Point® agrees to buy and pay the products of interest at the price list in force at the time the order is placed. The Point is not obligated to any purchase or payment of fee, unless otherwise agreed. The Point shall pay the entire amount simultaneously to the submission of the request form (Form 62) - unless otherwise agreed with Daphne Lab® - by bank transfer or by a different modality, previously agreed with Daphne Lab®. The selling price to final customers of the products offered in concession cannot in any case exceed the amount eventually indicated on the cover nor be less than the amount of Euro 80.00 (eighty) in order to avoid unfair competition between the Points. Should the Point decide to purchase packages of BioMetaTests®, in order to access the available discounts, the payment shall be made in advance. The purchase of the BioMetaTests® is deemed final with the submission of the Request Form 62 to Daphne Lab®. Each BioMetaTest® shall be performed within twelve months from the purchase.
3. Daphne Lab®, for the entire duration of this contract, grants the Point the use of its trademarks, including the company logo, and the use of the name "Daphne Point®" and its logo, that the Point shall use in its store, on letterheads and forms related to the subject matter of this contract. The Daphne Point®, unless otherwise agreed, shall not have areas under concession or exclusivity. Daphne Lab® undertakes to advertise the Daphne Point as an authorized Daphne Lab® dealer (Daphne Point®) on the corporate website www.daphnelab.com, provided that the Point agrees to be listed and according to the website Policy. The Point will be deleted from Daphne Lab website after a year of inactivity. It will be listed again in case of new purchases of BioMetaTests®.
4. The collection of personal and sensitive client data by the Point shall comply with local Privacy Laws and Regulations. The data shall be collected through the Request Form 62. Daphne Lab® shall remain responsible for the data processing. The Point shall verify the truthfulness of the customer data and shall complete the Request Form 62 in all its parts. Failure to do that may result in inaccurate BioMetaTest® results. During its activity of promotion and sale of the products supplied by Daphne Lab®, the Point shall always inform end users that BioMetaTests® are editorial products, do not have not prescriptive, neither medical, nor clinical purposes, and do not replace any medical treatment. The Point shall invite the customer to read the "legal notes" document regarding the use of BioMetaTests® on www.daphnelab.com website and shall always ensure to always have a hard copy of it displayed in its

office. The Point undertakes to indemnify Daphne Lab® from any consequence produced by the omission or incorrect illustration of the characteristics of the products and / or services provided. The Point shall also be responsible for the compensation for any damage due to incorrect or incomplete data supplied to Daphne Lab® as well as for the distribution of fake or altered BioMetaTest®.

5. Daphne Lab® and the Point recognize to act as independent contractors and that the signing of this contract does not imply the establishment or the right for the Point to claim any agency relationship, representation, partnership, joint venture or other form of association. This contract does not entitle any parties to represent, act, bind or commit to the other part. Any change related to the Point information included in this form 93 (front or back) shall be immediately notified to Daphne Lab®. The latest version of this agreement shall always be available on www.daphnelab.com by 24th of each month. Shall the point not terminate the contract within thirty days, it is agreed that all the changes are accepted.
6. This agreement is effective from the date of its signing and shall have a term of one year. It will be renewed automatically for an equal period if it is not terminated by either party by registered mail. Either party may freely terminate the agreement by giving communication to the other party by registered mail with a thirty days' notice, as long as the Daphne Point® does not have outstanding payments with Daphne Lab®.
7. By signing this contract, the Point acknowledges that it has received, read and accepted all legal notices, methodologies, information on the use of BioMetaTest® and all other relevant information, has reviewed a BioMetaTest® sample and is aware that the BioMetaTests® have bioelectronics-bioenergetics nature within naturopathic science. Any disputes concerning the interpretation or execution of this contract shall be referred exclusively to the courts of Gibraltar. This contract consists of two pages.

Place and date, \_\_\_\_\_ 

The Point (legible signature)

**SIGNATURE** 

Point Stamp