

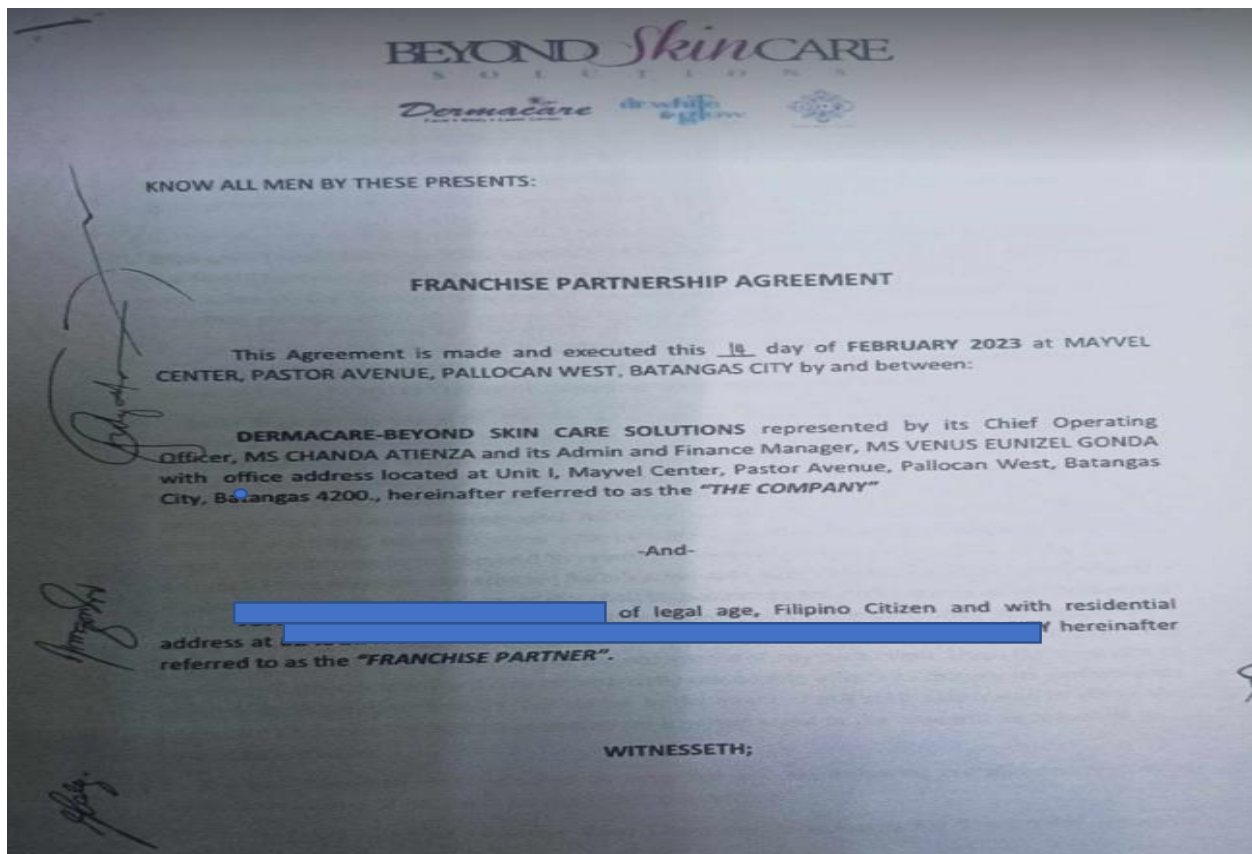


ENFORCEMENT AND INVESTOR PROTECTION DEPARTMENT

SEC ADVISORY

This Advisory is prompted by inquiries, reports and information received by the Commission that individuals or group of persons representing an entity named **DERMACARE-BEYOND SKIN CARE SOLUTIONS / BEYOND SKINCARE SOLUTIONS** is enticing the public to invest their money in the said entity with a promise of monetary rewards or profits.

Based on the reports, **DERMACARE-BEYOND SKIN CARE SOLUTIONS / BEYOND SKINCARE SOLUTIONS** operated by its Chief Operating Officer, Ms. Chanda Atienza and the company's Admin and Finance Manager, Ms. Venus Eunizel Gonda is enticing the public to invest in the said entity under its "Franchise Partner Agreement" for a promise of receiving a guaranteed return equivalent to 12.6 % interest every quarter for a period of 5 years with complimentary services, such as the following; 50% discount on all Dermacare / Dr. White and Glow Services, 50% discount on all owned brand Dermacare / Dr. White and Glow Products, 20% discount on Doctors Services, complimentary services for 2 extension of choice and a maximum of 2 treatments per visit. Below is a screenshot copy of the Franchise Partnership Agreement which was presented to the Commission:



1. That the FRANCHISE PARTNER shall pay the amount of TWO HUNDRED FIFTY THOUSAND PESOS (250,000.00PHP) upon signing of this Agreement.
2. That the FRANCHISE PARTNER shall receive a fixed amount of THIRTY ONE THOUSAND FIVE HUNDRED PESOS (31,500.00PHP) every quarter as his share in the business operations of THE COMPANY. In this regard, THE COMPANY shall issue twenty (20) post-dated checks dated every quarter every year for 5 years upon signing of this agreement.
3. That the term of this Agreement shall be for FIVE (5) YEARS, commencing on FEBRUARY 14, 2023 until FEBRUARY 14, 2028, renewable for another period of FIVE (5) years provided that the FRANCHISE PARTNER sends a written intent to renew at least sixty (60) days prior to the expiration of the term. In this regard, another agreement will be executed and another franchise partnership fee shall be paid by the FRANCHISE PARTNER.
4. That the FRANCHISE PARTNER is prohibited from withdrawing from the Agreement at the duration of the term of this Agreement. The rights bestowed to the FRANCHISE PARTNER are personal in nature and cannot be transferred or assigned to a third person.
5. Force Majeure. Including but not limited to natural disasters, pandemics or other weather-related or natural conditions (acts of God), the commencement, occurrence, continuation or intensification of any war (whether or not declared), sabotage, armed hostilities, civil unrest, military attacks or acts of terrorism (including cyber attack or otherwise) or declaration of national emergency, civil disturbance, strike, lockout, slowdown, riot, energy shortage, embargo, acts of any Governmental Authority, systems failure, malfunction or disruption, internet, electrical, power or other utilities failure, malfunction or disruption, or any other event, cause or occurrence beyond its reasonable control (a "Force Majeure"). In the event of any such Force Majeure, the affected Party's covenants, agreements and obligations under this Agreement that are excused under this shall be postponed for such time as its performance is suspended or delayed on account thereof; provided that the Company shall use commercially reasonable efforts to minimize the effect of any such event. The company will promptly notify the Partner in writing upon learning of the occurrence of any such event. Upon the cessation of such event, the Company will use commercially reasonable efforts to resume its performance with the least practicable delay. For clarity, in the event of any such suspension or delay, the period for performance shall be extended for a period equal to the time lost by reason of such suspension or delay.
6. That the FRANCHISE PARTNER shall be accorded with the following complimentary services for Dermacare and Dr. White branches ONLY as incentive:
  - \*150,000 worth of Face and Body Treatment consumable for 5 years for 1 specific Corporate Branch ONLY (Excluding IV/ Drip Injectable, Laser such as Diode, Pico White, Exilis Elite, CO2/ Fractional, Black Doll, V-MAX and Doctor Services)
  - \*50% discount on All Dermacare / Dr. White and Glow Services

- \*50% discount on All Owned Brand Dermacare / Dr White and Glow Products
- \*20% discount on Doctors Services
- \* Complimentary Services for two (2) extensions of choice
- \*Maximum of two (2) treatments per visit. Subject for appointment at least 2-3 days lead time.

7. CONFIDENTIALITY CLAUSE: That this Agreement shall be considered CONFIDENTIAL and all parties are prohibited to disclose any of the terms of this Agreement to any third party otherwise the disclosing party shall liable for damages without prejudice to other legal action/s that may be filled due to said disclosure.
8. That no modification, alteration or amendments to this Agreement shall be made valid if not made in writing and duly signed by both parties herein;
9. That this Agreement shall be valid and binding among the parties, their successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in BATANGAS CITY  
 This 14 day of FEBRUARY 2023.

DERMACARE-BEYOND  
 SKIN CARE SOLUTIONS

By:

*Chanda Atienza*  
 CHANDA ATIENZA  
 Chief Operation Officer  
 SSS-0433442659

*Venus E. J. Gonda*  
 VENUS E. J. GONDA  
 Admin and Finance Manager  
 DO1-10-006592

*[Signature]*  
 Franchise Partner

*[Signature]*  
 Representative

It was further reported that the registered company name of **DERMACARE-BEYOND SKIN CARE SOLUTIONS** is “**BEYOND SKIN CARE VENTURES INC.**”

The public is hereby informed that **DERMACARE-BEYOND SKIN CARE SOLUTIONS / BEYOND SKINCARE SOLUTIONS / BEYOND SKIN CARE VENTURES INC.**, is **not authorized to solicit investments** from the public, not having secured prior registration and/or license to sell securities or solicit investments as prescribed under Section 8 of the Securities Regulation Code (SRC).

Further, Republic Act No. 11765 or the “Financial Products and Services Consumer Protection Act” (FCPA) also prohibits investment fraud which is defined under the law as any form of deceptive solicitation of investments from the public which includes Ponzi Schemes and such other schemes involving the promise or offer of profits or returns sourced from the investments or contribution made by the investors themselves and the offering or selling of investment schemes to the public without a license or permit from the SEC.

In view thereof, the public is hereby advised to exercise caution in dealing with any individual or group of persons soliciting investments for and on behalf of **DERMACARE-BEYOND SKIN CARE SOLUTIONS / BEYOND SKINCARE SOLUTIONS / BEYOND SKIN CARE VENTURES INC.** and **NOT TO INVEST** or to **STOP INVESTING** in the investment scheme being offered by the subject entities or its representatives.

Those who act as salesmen, brokers, dealers or agents, representatives, promoters, recruiters, uplines, influencers, endorsers, abettors and enablers of **DERMACARE-BEYOND SKIN CARE SOLUTIONS / BEYOND SKINCARE SOLUTIONS / BEYOND SKIN CARE VENTURES INC.**, in soliciting or convincing people to invest in the investment scheme being offered by the said entity including soliciting investments or recruiting investors through the internet may be held criminally liable under Section 11 of the FCPA and Section 28 of the SRC and both penalized separately with a **maximum fine of Five Million Pesos (Php5,000,000.00) or imprisonment of Twenty One (21) years or both pursuant to Section 73 of the SRC** (*SEC vs. Oudine Santos, G.R. No. 195542, 19 March 2014*).

Furthermore, the names of all those involved will be reported to the Bureau of Internal Revenue (BIR) so that the appropriate penalties and/or taxes be correspondingly assessed.

Should you have any information regarding the operation of the subject entity, please call the Enforcement and Investor Protection Department (EIPD) at telephone number 8818-6047 or email at [epd@sec.gov.ph](mailto:epd@sec.gov.ph) or you may visit the Commission’s Enforcement and Investor Protection Department (EIPD) located at the 9/F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Brgy. Bel-Air, Makati City

For the information and guidance of the public.

Makati City, 08 September 2023