

## §1 General Provisions

1. The following terms and conditions constitute the basis for the functioning of the direct sales network for Livioon products.
2. Livioon - Livioon International sp. z o.o. sp. k. headquartered in ul. Sosnowiecka 91, 31-345 Kraków, conducting business in the field of direct sales, entered into the Register of Entrepreneurs of the National Court Register under the number 0000504483, hereinafter referred to as Livioon.
3. An individual joining Livioon declares that they have read these Terms and Conditions and accept the provisions.

## § 2. Definitions

1. Consultant – an entity associated with Livioon under a contract for participation in the sales network (Consultant Contract) who has received training and purchased a starter kit in order to achieve financial benefits other than as a Consumer.
2. Consumer (Recipient) – an entity associated with Livioon under a contract for participation in the sales network (Consultant Contract) who has received training and purchased a starter kit to purchase products for their own use, and does not provide any services to Livioon. The Consumer has the right to purchase goods for their own use without starting a company, with a discount resulting from the Marketing Plan.
3. Marketing Plan – a document in writing setting out the terms and conditions for achieving successive levels of efficiency and calculation of commissions for Distributors.
4. Percentage level – this is the level at which a given Consultant is placed, depending on the size of the group and the total points received for purchased products.
5. Starter Kit – the basic work tool of any Consultant, by means of which S/he presents the company's range, including samples of selected Livioon products together with training and promotional materials.
6. Sponsor – a Consultant who helps new people to join Livioon located in the structure directly above the Consultant introduced, figuring in the Consultant Contract as a Sponsor.
7. Consultant Contract (contract to participate in the sales network) – a form that allows the Consultant candidate to register in Livioon and allows for the creation of an Individual Consultant Account with a unique registration number.
8. Catalogue – the description of Livioon products together with an indication of their list prices, with the reservation that this does not constitute an offer in the meaning of the provisions of the Civil Code.
9. List price – the price determined and published by Livioon, at which the Consultant sells the products.
10. Network Price (consultant) – the price at which the Consultant buys products from Livioon; this is the List price minus the discount resulting from the Marketing Plan.
11. Fee – the amount that the Consultant is able to obtain for reaching the Percentage Level specified in the Marketing Plan. The Fee may be granted in the form of a discount on Livioon products or remuneration.
12. Terms and Conditions – these Livioon Terms and Conditions forming an integral part of the Consultant Contract.

## § Joining the Livioon sales network

1. A distributor in the sales network may be:
  - a) a natural person who is over 16 years of age
  - b) a legal person
- c) an organisational entity with legal capacity who has been recommended by a Consultant (Sponsor) participating in the sales network, or who makes Livioon a proposal to conclude this Consultant Contract by filling out the online registration form on the website.
2. The condition for joining the Livioon sales network is signing a Consultant Contract and purchasing the Starter Kit.
3. Conclusion of a contract with a minor may take place subject to the provision together with the signed Consultant Agreement of written consent from the parents or legal guardians.
4. A candidate for the position of Consultant becomes a Consultant on receipt of a Contract signed by the Consultant, purchase of a Starter Kit, and entry of the Candidate data into Livioon's Consultant Registration Information System.
5. Livioon may refuse to sign the contract if the candidate for the post of Consultant:
  - a) expresses the desire to rejoin co-operation even though the deadline of six months after the cessation of membership referred to in §4 pt. 10 of these Terms and Conditions has not expired.
  - b) is already bound by a Consultant Contract with Livioon.
  - c) has used false personal information.
  - d) was already bound by a Consultant Contract, and this was terminated due to breach of its terms.

## § 4 Consultant Activities and Permissions

1. By signing the Consultant Contract, the Consultant agrees to comply with Livioon's principles of business and product distribution in accordance with the company's current policy. Any additional information is communicated in the course of training, on the official company website, and in additional publications.
2. The Consultant is required to keep themselves up-to-date with changes in the principles of co-operation and functioning of the company.
3. The consultant may have only one unique identification number in the Livioon Distributor Information System.
4. Consultants who are
  - a) married or in a partner relationship running a joint household
  - b) in a civil partnership doing business including direct sales of Livioon productshave the opportunity to receive one common registration number upon submission of an application in the relevant field. These persons are required to be jointly and severally responsible to Livioon for their actions.
5. It is possible to later credit persons referred to in the Terms and Conditions (§4 pts. 4 a, b) to the same Consultant Contract and to the same location in the structure and with the same number after the relevant application.
6. A Distributor Contract is concluded with a Distributor who is a party and acts in their own name; it cannot therefore be ceded or transferred to a third party without the written permission of the Company. Exceptions are the following situations when a party to such an action is:
  - a) a spouse
  - b) a member of a partnership or civil companyprovided that none of these people have previously been deprived of Consultant rights for breach of these regulations. Each case will be considered individually by the Livioon Management Board after the Consultant's submission of the application in this regard.
7. A member of a personal or civil partnership who was listed in the contract as conducting joint activity as a Consultant is able to continue working with Livioon if the current Consultant operating under the same Consultant Contract has terminated their contract of participation or is deceased.
8. In the case of change of personal data or business activities by the Consultant, Livioon shall immediately be informed by submitting the appropriate form.
9. The Consultant is required to keep records of sales and accounting records in accordance with professional ethics and applicable legal and tax requirements.
10. A Consultant may establish a new consultant relationship in a different line of sponsorship after 6 months from the date of cessation of membership. The condition for rejoining the Livioon sales network is signing a Consultant Contract and purchasing the Starter Kit.
11. In the event of termination of the Consultant Contract, leadership of the group passes to the Sponsor directly nearest to the Consultant, with the reservation that in exceptional circumstances Livioon has the ability to transfer leadership to another entity.
12. In each subsequent year of the Consultant Contract (starting from its conclusion) it is necessary to make a purchase of Livioon products to ensure the contract does not expire.
13. The Consultant may not participate in or receive income from more than one distributorship line for the entire duration of the contract.
14. It is forbidden to encourage or induce another Consultant to change their Sponsor, as well as assisting in such a procedure.
15. In the event that Livioon confirms irregularities that occurred in the line of sponsorship, the Consultant may be excluded from the company and the Consultant's second line may be linked to the first.
16. The Consultant is obliged to receive ordered consignments and settle debts in a timely manner, and in the case of not accepting ordered goods is obliged to bear the consequences, i.e. reimbursement of the actual costs incurred in this respect by the company. Livioon reserves the right to deduct these costs from the commission due the Consultant.

17. The Consultant is not an employee of Livioon. Therefore, they are not authorised to take any action in the name or on behalf of the Company, in particular, to incur any obligations. The Consultant may not use names and terms that would in any way suggest that s/he is an employee, representative or person acting in the name or on behalf of Livioon. In selling products, the Consultant acts on their own behalf and on their own account as an independent entity.
18. When selling or promoting Livioon products, the Consultant may only use the Livioon trademark on the basis agreed with the Company.
19. The Consultant is required to conduct distributorship business in an ethical manner. Information about products, prices, and their properties should be passed to the customer in a fair and honest way in line with the data obtained from Livioon contained in current informational and promotional materials. It is unacceptable to mislead purchasers of products.
20. The Consultant shall sell products only at the list price, where these prices are not covered by seasonal promotions.
21. The Consultant is not guaranteed a specific income, or any level of profit or success. The Consultant's earnings come from effective sales of Livioon products and building sales groups.
22. The Consultant does not have exclusivity to conduct business in any of the regions in which they have the power to conduct business.
23. The Consultant responsible for selling Livioon products can conduct this process only and exclusively through the direct selling method. It is forbidden to carry out sales in shops, kiosks, or any other permanent retail outlets, as well as via the Internet.
24. The Consultant may not use the Livioon sales network to sell products from other companies. It is forbidden to provide advertising and marketing services to other companies.
25. Livioon declares that the Company literature (within the meaning of copyright law) may not be reproduced without written permission. It is forbidden to distribute Livioon logos, graphics, images, and literature without the consent of the Company.

#### §5 Breach of Consultant Obligations

##### 1. Livioon reserves the right to use the following sanctions

- a) Deprivation of the right to recommend new people for the position of Consultant
  - b) Temporary suspension of the Consultant Contract for a period not longer than 6 months, which is equivalent to the loss of the right to purchase and receive the commission payable as a result of the Marketing Plan.
  - c) Deprivation of the right to participate in courses, training and integration trips
  - d) Termination of the Consultant Contract without notice and deletion of the Distributor from the Livioon Distributor Registration System.
- if the Consultant breaches the provisions of these Terms and Conditions, the Marketing Plan, or other rules of operation applicable in the sales network established, announced and known by Livioon.

#### §6 Personal Data Protection

1. Livioon is the administrator of the database in which the personal data of all Consultants is held. Each Consultant has the right to inspect their data and to request their update.
2. The Consultant consents to the processing of their personal data by Livioon in accordance with the Act on Personal Data Protection of 29 August 2007 for marketing purposes by a company conducting business. The purpose of collecting personal data is to register in the Consultant database, make purchases, manage financial accounts, and organise the sales network.
3. On the basis of Article 32 par. 1 pt. 7, the Consultant shall have the right to file a written, reasonable request to cease the processing of personal data.
4. In case of withdrawal by the Consultant of consent to the processing of personal data the Consultant Agreement expires.

#### § 7 Termination of membership of Livioon and termination of the Consultant Contract

1. The Consultant shall have the right, without incurring any consequence, to terminate the Consultant Contract at any time with a two-week notice period by giving written notice to the Livioon address, effective at the end of a full calendar month. The re-establishment of a new consultant relationship is regulated by §4 pt. 10 of these Terms and Conditions.
2. A recipient (the Consumer) as a natural person not conducting business activity involving direct selling of Livioon products, has the right, within 10 days from the date of delivery of the Livioon products, starter kit, or other materials, to withdraw from the sales agreement concerning the specific contents of the shipment, provided they return the intact goods at their own expense. Notice of withdrawal shall be in writing and be sent to Livioon within 10 days from the date of the agreement. All points accrued for the sale of goods covered by the withdrawal of the sales agreement shall be cancelled and deducted from the turnover of all the other participants in the line of sponsorship where these points were already accrued.
3. In the event of termination of a Consultant Contract, the Consultant shall be entitled to retain any commission paid in accordance with the terms of the contract unless the fees have been charged for recoverable Livioon products. Correction of Consultant commissions in connection with withdrawal from the contract of sale and return of goods shall be made in the month in which Livioon receives the declaration of withdrawal from the contract of sale.

#### § 8 Final Provisions

1. Livioon reserves the right to make changes to these Terms and Conditions without the need for annexes. The Consultant shall be informed of any changes in writing.
2. The Consultant shall have the right to refuse to consent to the proposed amendments to these Terms and Conditions within 14 days of receipt of the notification in this respect in writing. The absence of a written declaration is tantamount to acceptance of the proposed changes. Refusal to consent to changes shall be equivalent to the termination of the Consultant Contract.
3. Matters not regulated by these Terms and Conditions shall be governed by the Civil Code.