

# GENERAL TERMS AND CONDITIONS

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## PREAMBLE

**Positeam network** is a unique distribution system, which assists the use and distribution of their products through their contracted individual Partners. Products are available through their online webshop at [www.positeam.com](http://www.positeam.com), in countries listed in the website.

The income and career of their Partners are the results of their personal efforts and work, while the rate of their income depends on the quantity of products distributed by Partners of the system, the details of which are included in the Compensation Plan.

In order to maximize the number of their Partners within the related legal and technical frameworks, the Company has developed the present General Terms and Conditions, which allows their Partners to participate in the marketing program and in the related distribution system.

The Company may unilaterally amend the present General Terms and Conditions – hereinafter referred to as GTC – at any time in writing. Any amendment, supplement, deletion concerning the GTC is being published in all cases in the website of the Company, indicating the date when the amendment enters into force, and the amendment shall be deemed approved of by the Partners upon its publication in the website. By accepting the GTC, the Partner shall undertake to constantly follow up the GTC and its Annexes, to comply with the applicable conditions and corresponding procedures.

Every time GTC is hereinafter mentioned in the present General Terms and Conditions, the denotation shall refer to the applicable version and to all corresponding Annexes.

**POSITEAM company name, brand name, Trademark and Logo:** Company, Company Health and Nutrition, Company International, applied names, company name, or any similar names (e.g. domain name, product names, product family names), trademarks, or logos shall belong to the owner and cannot be used in any materials, including the reproduction of brochures, indication on clothing and advertisements. In any advertisement approved of by the Company, it must be clearly indicated that Partner means an “Independent Partner”. The use of the name or logo of the Company or that of any of its subsidiaries without indicating the denotation of “Independent Partner” is strictly forbidden.

## DEFINITIONS, GENERAL INFORMATION

### Definitions

**Company:** POSITEAM LTD, RH121SL Horsham, Worthing Road 30

**Partner Member:** a natural or legal person, or an organization without legal personality, making use of a service related to information society, acting under their own name when concluding the contract; a natural person who is an adult, has a legal capacity and is fully capable, and who has the right – due to their nationality – to accept the present General Terms and Conditions without any restriction and to conclude the contract with the Company, and who freely established their intention and will to conclude the contract free of any mistake, deception or unlawful threat. The Company highlights that by concluding the order contract, by making use of the service provided by the Company, by making any contact with the Company – except for the related and expressed written authorization received from the Company –, the Partner shall not become the authorized representative of the Company, meaning that the Partner shall not act in front of third parties in a way that would suggest that the Partner is the employee/trustee or, in any other form, the representative of the Company.

**Distribution system:** an organization or method serving the marketing purpose of selling the product.

**Electronic commercial service:** a service related to information society, the purpose of which is the business of selling, purchasing, exchanging or any other form of requisition of any tangible and marketable good – including money and securities and national resources that can be utilized as goods –, services, properties, property rights (hereinafter referred to as: goods);

**Electronic way:** the use of wired, radio technical, optical or other electromagnetic devices capable of electronic data processing, data storage or data transfer;

**Sound recording, spot:** Every recording containing either products of the Company, or the names, trademarks or logos of those products, shall be submitted to the executive director of the Company or to the authorized representative of the executive director in writing (and by attaching the proposed publication) due to approval. The attachment shall include the materials of the final creative or sound/image to be published.

**Advertisements, commercial:** The Company supports the advertisements and commercials of their Partners as a way to build their business activity. Guidelines concerning advertisements and commercials – that shall be applied by the Partner on a compulsory basis – shall be part of the Agreement between the Company and the Partner. Partner is an independent contractual party and not the employee of either the Company or its subsidiaries, therefore the Partner must not act in a way that would suggest this. Furthermore, Partner must in no case state that any new Partner is the employee of the Company.

**Advertising license:**

The prior written approval of the Company is required for all advertisements by the Partner in any medium – newspaper, advertisement, leaflet, commercial, electronic media etc. It is the responsibility of the Partner to acquire the advertising license from the Company for each of their advertisements. Partner shall not accept advertisements from anyone assuming that the advertisement has been approved. The approval shall be issued only by the executive director of the Company or by the authorized representative of the executive director.

**Information:** any data, sign or image that can be processed in an electronic, oral or in other written form, regardless of whether the content of said data is legally protected;

**Service related to information society:** a service provided in an electronic form, for distance parties, usually against a consideration, which is uniquely accessed by the Partner of the service provider;

**Cosmetic product:** In accordance with the Regulation (EC) No. 1223/2009 of the European Parliament and of the Council on cosmetic products, a cosmetic product is: any substance or mixture intended to be placed in contact with the external parts of the human body (epidermis, hair system, nails, lips and external genital organs) or with the teeth and the mucous membranes of the oral cavity with a view exclusively or mainly to cleaning them, perfuming them, changing their appearance, protecting them, keeping them in good condition or correcting body odours.

**General Commercial:** Partner is entitled to advertise their business activity in any form within the ethical frameworks stipulated by legislations and in the present GTC, provided that the Partner does not use the name, products, word marks, figurative marks and logo of the Company. Reproduction of the Company's marketing tools, forms or products is not permitted, and only the original materials, issued by the Company can be used. Any material, issued by the Company is copyright protected and any form of their reproduction is prohibited without the written approval of the Company. This limitation shall include photocopying, graphic reproduction, transcript, partial or complete extraction and use of product pictures and copies thereof. Partner shall not claim that the Company has approved of any of their motivational brochures or training materials used in their own structure.

**Interviews in the media:** Partner shall not give interviews in relation to the Company in any medium, including television, radio, newspaper, magazines, commercial journals, or the internet. Statements, interviews can be given only by the representative authorized by the Company.

**Sound and video recording, reproduction:** Audio and video cassettes, CDs, DVDs or other formats capable of recording sound and image can be released and recorded only by Partners requesting prior approval for it from the Company and getting approval. Recordings must meet the following criteria:

1. The quality and content of the recording must be approved of by the representative of the Company in writing.
2. One final copy must be submitted for approval.
3. The cover and the label must identify the Partner, the Party who prepared the recording and it also must be clearly stated that the Partner is the Independent Partner of the Company.
4. Reproduction and release of materials prepared by the Company is prohibited, and publications authorized to be released must not contain the logo and materials of the Company, and it also must be clearly stated in the publication, as well as in the recordings (in a visible and audible way) that the particular material is not the official material of the Company.

5. Obligations related to the release and royalties shall be borne by the publisher, for which the Company shall not take responsibility. In relation to royalties, provisions of the present GTC shall apply.

**Resale and exchange:** The Company strictly prohibits for its Partners to resell, exchange or to transfer in any form the products, marketing materials in websites, where the method of the sale is auction or mongering, except for the website created at the sub-domain page provided by the Company. This means that the User shall not operate or use an independent website for advertising and selling the concerned products, except for the website operated at the above sub-domain.

**Distance contract:** a consumer contract, which is concluded without the simultaneous physical presence of the parties, within the distance selling system organized for the provision of the contractual product or service, in a way that the parties only use tools capable of distance communication to conclude the contract.

**Fairs and exhibitions:** Partner shall not advertise products of the Company at fairs and exhibitions. Flea markets and barbers do not typically meet the requirements set forth by the Company, therefore the Partner does not have the right to sell or exhibit the products, name, trademark, brochures, marketing materials or services of the Company.

**Website usage:**

Company shall ensure an own website at an own sub-domain for its Partners.

Partners are allowed to also create their own, independent websites, however they shall register those websites with the Company and they shall have a written authorization by the executive director of the Company or by the authorized representative of the executive director, prior to the publication of the website. If any of the Partners creates an own, independent website in accordance with the above, they shall consider the following during the creation and operation of the website:

- a. The website shall not be similar to the official websites of the Company and they shall avoid the possibility for misleading and confusion with those websites.
- b. The URL name of the website shall not contain the names of either the Company or its products, and the phrase of Company International, in any form and context.
- c. Partner shall not use logos and image photos of the Company.
- d. Partner shall not generate or have generated the indication of their own website above the official website of the Company in search engines.
- e. In the top line of the website, the Partner shall indicate that they are the Independent Partner of the Company and that their website is not the official website of the Company.

## **General information**

### **General information of the Company**

**POSITEAM LTD**

Company register no.: 9108029

Registered seat: RH121SL Horsham, Worthing Road 30.

**Exclusive distributor**

**NETWORK-POSITEAM KFT**

**H-2600 Vác, Zichy Hyppolit utca 22. ; 2601 Pf. 42.**

**Tax number: 25337710-2-13**

**EU : HU25337710**

www.positeam.com

info@positeam.com

## REGISTRATION AND SPONSORSHIP

The relationship between the Company and the Partner is established by registration.

Partner has the right to involve further Partners in the network.

When recommending the system of the Company to new applicants, the Partner shall be obliged to present all disclosed information completely and without any distortion and misunderstanding.

The new Applicant shall have the right to freely select the Partner team they wish to join.

**Placement in a binary system:** The Sponsor shall be liable for any of its new Partners to place them in the binary structure (Placement tree). If the Partner makes a mistake during placement, the sponsoring Partner may request the Company in writing within five (5) working days to correct the mistake. The request shall include information in relation to the Partner concerned, including name, Partner (ID) number, current placement, desired placement, and the explanation of how the mistake has been made and when the placement has occurred. The Company shall examine the request within not more than five (5) working days after receiving it and shall make a decision of whether they replace the Partner or reject the request. The Partner can be replaced within not more than ten (10) working days after placement, if the Company accepts the explanation of the replacement request. Within five (5) working days, replacement is free of charge, however, the replacement fee within six-ten (6-10) working days is 50 EUR (or the value of this amount in HUF, calculated at the daily average exchange rate of the Hungarian National Bank), if the Company authorizes replacement. The new Partner cannot be replaced after ten (10) working days. The request shall include information in relation to the Partner concerned, including name, Partner (ID) number, current placement, desired placement, and the explanation of how the mistake has been made and when the placement has occurred. The Company reserves the right to either authorize or reject the request of replacing the Partner.

The Partner shall not sponsor another Partner or outside parties in another network marketing or direct sale company, except for the case when the Partner previously sent a written notice to Company about terminating their membership.

The Partner shall not participate in an activity resulting in another Partner indirectly or directly moving to another network marketing or another direct marketing company.

New Partners shall become Partners of the Company after placing the order for the Starters' Package and completing the related payment. If payment is not completed within ten calendar days after registration, the new registered applicant can be removed from the registry system of the Company.

## TERMINATION, SUSPENSION OF THE CONTRACT

### Termination of the Contract

The Contract is terminated:

- by dissolution of the Company without a legal successor,
- by dissolution of the Partner without a legal successor or by the death of the Partner.

If the supreme body of any Party makes a decision concerning the dissolution of the company without a legal successor, they shall be obliged to inform the other Party of the decision without delay.

In case the Contract is terminated for any reason, and if the User has any amount in their e-wallet, the payment shall be completed after settlement, in relation to fees generated until the termination of the contract.

In case of termination due to the death of the Partner, the final order of transfer of inheritance shall apply for the settlement, the original copy of which order shall be presented with the Company. In this case, if the heir (or in case of several heirs, the heir(s) authorized by the written approval of all heirs), stipulated in the final order of transfer of inheritance, intends to continue the activity of the deceased member, the new heir shall conclude a contract with the Company for the position of the deceased Member.

If the heirs do not intend to conclude an agreement, the Company shall settle with the heirs. In this case, all members below the level of the deceased Member concerned shall increase their levels by one level in the sponsorship system.

If the position was held by spouses, and they wish to separate after a divorce proceedings, then the final decision shall apply for the position and related settlement, in lack of a common agreement.

### **Termination of the Contract**

The cases of terminating the Contract:

- Withdrawal or termination by the Partner;
- Cancellation request by the Partner;
- Mutual agreement of the Parties,
- Withdrawal by the Partner due to a material breach by the Company;
- Withdrawal by the Company due to a material breach by the Partner.

The Parties may terminate the Contract at any time, by a written mutual agreement.

### **Cancellation request by the Partner**

Partner has the right to terminate the contract at any time without a reasoning, by sending the Declaration of Cancellation to the Company. The signed and filled Declaration of Cancellation shall be sent to the Company in a scanned format in e-mail. The written notice shall include the signature, name in capital letters, address and Partner identification number (ID No.) of the Partner. The Partner acknowledges that by terminating the contract, they shall lose all of their points collected until then, as well as their allowances, together with their commissions for that production week.

### **Withdrawal by the Company due to a material breach by the Partner**

It shall particularly qualify as a defaulting conduct by Partner if they fail to complete in a timely manner or at all their financial obligation regarding the purchase price / purchase price installment stipulated in the present GTC. The Partner fails to complete the payment in a timely manner if the purchase price / purchase price installments are not credited to the bank account number of the Company within the deadline stipulated in the present GTC. The Company has the right to unilaterally withdraw from the contract in such case. In this case, the contract shall be deemed to be failed by the Parties from the fault of the Partner.

If the Partner fails to comply with their contractual obligations stipulated in the present GTC and in related agreements, the Company shall have the right to unilaterally terminate the contract after an inactive period of six months, in accordance with the provisions of the GTC, and to delete the Partner from the system of the Company. In this case, the Partner shall not receive a notice of an additional deadline.

The Company shall have the right to terminate the Partner Contract with immediate effect, as well as to terminate the position of the Partner, if the Partner:

- a. fails to submit documents duly requested by the Company;
- b. provides false or misleading information to the Company or fails to correct false or misleading information; or,
- c. is in material breach of any substantial provision of the GTC and related Annexes of the Company.

The Partners of the Company shall acknowledge that the Company has made significant investments for the interest of their Partners, and when a Partner joins the network of the Company, a valuable business relationship is established between the two Parties. The Partner shall accept that the Company has the right to protect this business relationship and – for this reason – to expel a Partner from the system with immediate effect if they are either in breach of this or jeopardize this.

Within the limits of their own powers, the Company shall have the right to terminate the membership of a Partner with immediate effect if they participate in a so-called cross-sponsorship by any way. The Partner shall acknowledge that the Company has the right to claim a compensation for such conduct. “Cross-sponsorship” shall be defined as a sponsorship over the lines within the network of the Company, as well as

when the Partner supports other Partners of their own Company in relation to the program of another network marketing or direct sale company, or recommends the products of another network marketing or direct sale company. The Partner shall only have the right to establish a structure within another sponsorship if they acquire a prior written approval by 4 active Partners from the sponsorship line directly above them, after which they acquire a written approval by the Company.

It shall particularly although not exclusively qualify as a material breach if the Partner promotes additional products / services through the network. It shall particularly qualify as a defaulting conduct by the Partner if they utilize their achievements, made through the network, in another network.

The proceeding of the Company in case of terminating the contract:

The Company reserves the right to apply either a similar or a different sanction in case of a similar infringement.

The Company shall inform the Partner immediately concerning their decision of terminating the contract, as well as the date of terminating the partnership. Certain obligations of confidentiality, stipulated in the present GTC and related annexes, as well as the structure of the expelled Partner shall remain in effect even after the termination of the agreement.

The Company may require further securities from the Partner to ensure that performance is in line with the provisions of the Contract. The activity of the Partner, to mitigate the consequences of non-compliance, might serve as further security.

In case of a termination, the Company has the right either to deny privileges provided for the Partner or to refuse to meet their contractual obligations, such as bonus distribution, tribute at events, participation in sponsorship events or dispatch of orders.

The Company has the right to replace the Structure of the Partner either in full or in part in another sponsor, under the conditions of the present GTC.

If the activity of the spouse, a family member or another Partner in the structure of the Partner can be originated from the activity of the Partner, then every sanction – including the termination of the Agreement – can be applied for each member of the Structure of the Partner as well.

If the Partner submits a complaint due to the activity or omission of another Partner, the Company shall examine the infringement of the conditions of the agreement only if the Company is informed within ninety (90) days after the claimed infringement. If the infringement is failed to be reported within ninety (90) days, the Company shall not examine the case to protect ongoing business activity from pursuing expired claims, however, they may warn the concerned Party in writing. All reports submitted to the Company in relation to infringements shall be made in writing.

In case of a material breach by the Partner, upon written notice by the Company, the Partner shall be obliged to pay a penalty of an amount between 10,000 EUR and 20,000 EUR for the Company.

If the contract is terminated due to a material breach by the Partner, and the Partner has caused damage for the Company, then the Company shall have the right to claim a compensation for the damages and to withhold the payment of fees – which the Partner might be entitled to, based on the settlement – as long as their claim in relation to the damages is not settled, meaning that the Company shall have the right to calculate the amount of compensation and the commission to be paid for the Partner together.

### **Suspension of the Contract**

If the Company makes a decision not to terminate the contract, but to suspend the Partner for an indefinite period of time (the web office shall be set to an inactive state as long as the problem is settled), the Company reserves the right to prohibit the conduct of the activity (e.g. taking orders, sponsorship, modification of Partner information, transfer of bonus or commission) for the period between sending the notice and making the decision by the Company of whether terminating the partnership with the Partner.

### **DATA PROCESSING, DATA SECURITY**

Under penalty of perjury, the Partner clearly declares that personal data provided and disclosed by them are completely true and correct.

The Company shall process the data provided by the Partner to an extent necessary for the service, for the sale of cosmetic products, and for the participation in the distribution system, in a limited way and confidential manner, and they shall not make the data accessible by or transfer the data to third parties.

The Partner has the right to request information at any time concerning their data processed by the Company through their personal page. In the subject line of the electronic mail, the Partner shall indicate the reference of "Request of information concerning my personal data". In accordance with the written request by the Partner, the Company shall transfer changes of data processed electronically by the Company.

The Company shall process the personal identification data, address of the Partner, as well as data in relation to the date, period and location of making use of the service for the purpose of concluding the present contract, creating and amending its content, monitoring its performance, invoicing of purchase price installments and fees, and pursuing claims in relation to these.

The Partner acknowledges that the Company is obliged to make a customer due diligence when establishing the business relationship.

In the course of the identification, the Company shall be obliged to record at least the following data:

- a)* in case of a natural person
  - aa)* family and forename (birth name),
  - ab)* address,
  - ac)* nationality,
  - ad)* type and number of identification document,
  - ae)* in case of a foreign person, their place of stay;
- b)* in case of a legal person or organization without legal personality (including the registration of the owner of the organization as a natural person)
  - ba)* name, shortened name,
  - bb)* address of registered seat, in case of a foreign-based business, the address of branch in the given country,
  - bc)* in case of a legal person registered in the company register, the company register number, while in case of another legal person, the number of decision concerning their establishment (registration, incorporation) or their registration number.

In order to make their services, distribution system and business policy more widely known, the Company organizes promotional and informative lectures, presentations, conferences and trainings, for the understanding and accessibility of which they compile newsletters. By accepting the present GTC, the Partner shall explicitly allow the Company to send these newsletters to the e-mail address provided by them. The possibility for the Partner to subscribe to or unsubscribe from these newsletters is provided without a time limit.

The Company declares that they ensure the prevention of personal data from misuse and unauthorized access by introducing and operating strict security measures.

The Company shall undertake to delete all data in relation to the given Partner if the contract is not concluded or is terminated – or if the Company has a valid claim against the Partner, when the claim is enforced or the enforceability of the claim is terminated.

For more information on data processing, please refer to the provisions of the Data Protection Regulation, which is published by the Company in and can be downloaded from their website.

## **CONSUMER PROTECTION, COMPLAINT HANDLING**

The primary aim of the Company is to serve the satisfaction of the Partner by performing the provisions of the present contract. If the Partner has any request, question or problem in relation to the content or technical conditions or performance of the contract, to the operation of the electronic system, or to organizational tasks related to sales, they shall have the right to pursue their claim in accordance with the provisions of the

Complaint Handling Regulation, which forms an integral part of the present GTC and can be downloaded from the website.

## **LEGAL RELATIONSHIP BETWEEN THE COMPANY AND THE PARTNER, SETTLEMENT**

The GTC shall not establish any right in any organization for third parties in relation to the conduct of the Partner.

The Partner shall acknowledge and accept that the Company shall not withhold any tax to be paid in accordance with legislations. The Partner shall accept that in their capacity as “independent contractual party”, they shall pay taxes and encumbrances to be paid by them in accordance with legislations for the stipulated periods.

The Company shall decide, within the limits of their own powers, of the time and method of paying commissions and bonuses.

According to the business plan, the Company shall close their settlement every Monday at 12 PM (midnight). After closing, the calculation of points can be seen by the Partners immediately, which is uploaded to the web office of the Partner. The Partners shall have the right to send their complaints in relation to the calculation of points to the Company in writing, by 1 AM on Monday following the week of closing. Complaints in relation to bonuses shall be submitted in writing to the customer service within 2 working days after the publication of the bonus calculation.

Following the above period, the Partner shall not have the right to submit any complaint in relation to the calculation of bonuses.

If the Partner believes that a mistake has been made during the payment of commission, bonus, the deduction of the price of products, the calculation of points or during any other process, the Partner shall be obliged to inform the Company in writing within 2 working days after crediting the amount of bonus to them. The Company shall not take any responsibility for mistakes, problems, or omissions not disclosed within the above deadline. Complaints sent to the Company within the deadline shall be examined by the Company, and if it is necessary, they shall correct the calculation of bonus.

The Partner shall not have the right to register and reserve the name, commercial name, trademark of the Company in any country; to provide authorizations for or give consent to products or business practices in the name of the Company; and to enter into deals in the name of the Company. The Partner shall accept that in case of infringing the present section, the Partner shall assign or transfer free of charge any registration and reservation of the name, trademark, brand or commercial name of the Company to the Company with immediate effect.

Every Partner shall be obliged to provide their tax identification number to the Company. If the Partner is a legal person, their tax number is necessary – in case of companies, limited liability companies, or other commercial organizations, etc.

Provisions of the present chapter shall remain in effect even after termination of the Agreement.

## **MISCELLANEOUS PROVISIONS**

### **Confidential business information**

In accordance with the present GTC, “Confidential business information” shall be defined – regardless of its form of appearance – as the conception of the Company, as well as any fact, data, information, solution or contractual offer (including but exclusively: identification information, address, phone number, fax number, partner, Partner, bank contact details, customer ID number, financial information, contracts) related to the economic activity and financial or legal status of the Company, the secrecy of which is the legitimate interest of the Company, provided that the Company has taken all necessary measures to keep them secret. The above information shall be considered as Confidential business information regardless of whether the Company has separately indicated them as such.

The Partner shall hereby agree to use all Confidential business information they become aware only for the purpose of sale between the Company and the Partner and only for the cooperation between the Parties, as

well as to treat all Confidential business information confidentially. The Partner shall acknowledge and agree that by disclosing Confidential business information, the Company shall not transfer any license, authorization, interest or right to the Partner.

In accordance with the present GTC, the Partner shall be obliged to keep all Confidential business information secret and they shall not publish, reproduce, distribute, forward, decrypt, or transfer them or any part of them in any form, by any means and for any purpose.

Provisions of the present GTC in relation to Confidential business information shall explicitly remain valid and in effect even after the termination of partnership, without a time limit.

If the Partner infringes the provisions in relation to Confidential business information either in the course of their partnership, or after the termination of the partnership, they shall be obliged to pay a penalty for the Company, and the Company shall not be obliged to prove the fact of damages caused, only the fact that the Partner or former Partner has infringed the provisions in relation to Confidential business information.

### **Notices**

The Parties agree that all notices in accordance with or in relation to the present contract shall be conducted in writing. The Parties declare that the written message, sent by the Partner to the Company from their personal page, maintained and operated by the Company for the Partner, shall be deemed to be the written statement of the Partner, furthermore, messages sent by the Partner to the Company to their e-mail addresses stipulated in the present GTC shall be deemed to be written statements of the Partner.

The Parties declare that the written message, sent by the Company to the Partner to their personal page, maintained and operated by the Company for the Partner, shall be deemed to be the written statement of the Company. Such statements and notices shall be deemed to be delivered on the day when they become accessible by the addressee.

### **Partial invalidity**

If any provision of the present GTC shall be considered as invalid or shall become invalid or cannot be enforced, it shall not affect – to a maximum extent allowed by related legislations – the validity or enforceability of that provision in accordance with the law of another country, and shall not affect the validity or enforceability of other provisions of the present contract with respect to the Parties.

The Parties agree that any provision of the present contract that becomes invalid, infringes legislations or that cannot be enforced shall be remedied by the Company by amending the present GTC unilaterally, in a way that the new, valid and lawful provision shall be similar, as far as possible, to the contractual will stipulated by the former provision that has become invalid, has infringed legislations or could not be enforced.

### **Applicable law, enforcement**

The present Contract shall be governed by English (GB) law. With respect to issues not regulated in the Contract, provisions of the Civil Code shall apply accordingly.

The Parties shall seek peaceful resolution of future legal disputes. If the peaceful resolution of disputes proves to be ineffective, the Parties shall appoint courts of general jurisdiction to settle disputes.

### **Transfer of the Contract, succession**

The Parties shall not assign or in any way transfer rights and obligations from the present Contract to third parties. Except for the case when any of the Parties ceases to exist due to transformation with succession.

### **Applicable language**

The applicable language for the Contract and all related written communication shall be the language of the country of application.

### **Scope and amendment of GTC**

The present General Terms and Conditions shall enter into force by publication in the website. The Company shall undertake to make the applicable GTC constantly available in their website. The Company has the right to unilaterally amend the present GTC.

### **Ethical codex**

The Partner declares that they shall respect all provisions of the Ethical Codex of the Company – that can be downloaded from their website and that forms an annex to the General Terms and Conditions – at all times and that they will make every effort to cause their sale organizers, employees and representatives – who entered their distribution system – act in accordance with those provisions.

### **Force majeure**

The Company shall not be liable for the late performance of their obligations or for not performing them, if they cannot be performed due to conditions beyond human control, such as war, strike, rebellion, fire, earthquake, or other natural disaster, or if the sources of supply of the Party have dried up due to an external cause that cannot be controlled by the Company.

August 5, 2018