



Terms & Conditions of Cooperation

§1 Glossary

- 1) The Company – WellU Swiss Group GmbH with a seat in Schulstrasse 14, 9450 Altstätten, Switzerland, entered into Handelsregister des Kantons ST. Gallen CHE-407.196.596.
- 2) “Business Partner” or “BP” - a person cooperating with the Company in the distribution of products offered by the Company purchased in the Shop Portal belonging to WellU Sp. z o.o. on the basis of separate provisions, having the status of a Business Partner, Business Partner+, Business Partner PRO and Business Partner PRO+.
- 3) Virtual Office - the administrative panel that is used for managing the client account, handling orders, management of the sales structure and settlements with the Company.
- 4) Shop portal - belonging to WellU Sp. z o.o. in Gdynia, Poland, (hereinafter referred to as “WellU”) a portal used to place orders for Products and the possible realization of co-operation with the Company in other offered ranges, located at wellu.eu/shop.
- 5) Commission Point - the basic accounting unit in the Company.
- 6) Commission Plan - a document setting out the principles for calculating Business Partner commissions by the Company.
- 7) Terms of Purchases - a document setting out the principles for making purchases available at <https://wellu.eu/news/downloads.html>.
- 8) Agreement - the cooperation agreement concluded between the Company and the Business Partner, the terms of which are set out in this document. The Agreement is concluded electronically by accepting these terms and conditions, after reading their content and confirmation of registration by email.
- 9) WellU - WellU Sp. z o.o. in Gdynia, Polska, 280 Wielkopolska Street, 81-531, Tax ID (NIP): 586-225-16-36 REGON: 220970076, National Court Register number (KRS) 0000354591, 8th Division of the National Court Register in Gdansk, Gdańsk – Północ District Court, share capital of PLN 158,250.00 paid in full.
- 10) Terms & Conditions or Terms & Conditions of Cooperation – the below terms of Cooperation.
- 11) BP page - www website of a BP created to promote the offer of the Company and BP.
- 12) BP store - an online store managed by a BP with the support of WellU, using the name of the user (login) as a subdomain.





§2 Purpose of the Terms & Conditions of Cooperation

The purpose of the terms of cooperation is to define the principles of cooperation between the Business Partner and the Company within the scope of building a distribution network for products offered by the Company (hereinafter referred to as “Products”).

§3 Subject of the Agreement

- 1) The subject of the agreement is to establish the rules of cooperation between the Parties under which follows:
 - a) Entrusting the BP the right to purchase Products for their own use, and
 - b) Enabling the BP to resell Products offered by the Company.
- 2) The current list of offered Products is made available on the Shop portal.
- 3) The Products remain the property of the WellU until fully paid by the BP.
- 4) Purchases made through the online WellU shop shall take place in accordance with the Shopping Terms & Conditions. The BP is required to comply with the Shopping Terms & Conditions.
- 5) The agreement shall be concluded by the acceptance of these rules by BP when opening an account by the Virtual Office and confirmation of the concluded agreement by the Company (activation of the BP's account).
- 6) BP states that he is not in a legal relation with the Company as a consumer, but operates under professional and/or business activities.
- 7) BP has the possibility of purchasing Products indicated by the Company also directly at the Company's location.

§4 Statements

- 1) The Company declares that it has all the necessary rights for the proper performance of the terms of cooperation in relation to the Products.
- 2) In the event of reselling the Products purchased by a BP from WellU, the Company reserves a right to recommend a suggested Product retail price to the BP, which will help a BP obtain maximum sales efficacy and maximize the economic effect. A potential recommendation occurs strictly in line with the competition rules of the market and does not impose any obligation of compliance nor legal consequences on behalf of the BP.
- 3) The Parties to the Agreement declare that the Customer database is solely owned by the Company.



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- 4) BP will offer Products for resale to third parties in its own name and on its own account and will be solely responsible to third parties for the implementation of such agreements. In view of the above, in the case where as the result of an action or omission of the BP, any third party makes a claim directly against the Company, the BP is required to release the Company (or WellU) from liability to the fullest extent available, as well as reimburse the Company (or WellU) any costs and repair of damage that the Company has suffered as a result of such claim by a third party.
- 5) BP is obliged, during the registration and in the following period, to provide only real data that applies to themselves, up-to-date, especially concerning the contact data that would be used to contact them at any time.

§5 Rights and Obligations

- 1) Businesspartner:
 - a) BP is obliged during the duration of these Terms & Conditions of Cooperation to use only the marketing materials provided by the Company or WellU.
 - b) BP has an obligation to act ethically, professionally and socially. In particular, this means the BP does not take actions which may cause harm to other BPs as well as the Company.
 - c) BP, in cooperation with the Company, may conduct business activity only and exclusively on one account in the WellU system.
 - d) BP does not have a right to make available to third parties access data of the system. BP is required to ensure the protection of personal information provided to him by his clients and obtained by the BP.
 - e) BP is an independent contractor conducting his own activities within the framework of cooperation with the Company, and is each time obliged to correct the error of people who would believe that the BP is a representative of the Company.
 - f) BP is not authorized to incur on behalf of the Company any obligations or make any statements, and he is solely responsible for any statements he makes that are inconsistent with the position of the Company.
 - g) BP is not authorized to accept any payments on behalf of the Company.
 - h) BP as an independent contractor will independently pay self-employment taxes as well as social security contributions, income taxes and other taxes imposed on an independent contractor by law and exempts the Company from any claims arising from non-payment of the aforementioned taxes.





- i) BP as an independent contractor is not in any way bound by the Company to perform work. The BP alone decides about his working hours and the place of its performance.
 - j) BP alone bears all costs of his work, the Company is not obligated to provide BP with any work tools, nor reimburse him any costs, unless separate arrangements between the Company and BP have been made.
 - k) In carrying out any activities deemed necessary by BP to perform the subject of these terms of cooperation, BP is required to perform them in accordance with the law.
 - l) Businesspartners publishing any comments or other content on the website of the Company or of WellU (especially in the Virtual Office and Shop Portal) with the use of functionalities intended for the purpose, without additional compensation, grant consent accordingly to the Company or WellU to use these comments and elements throughout the undefined period on time for marketing and promotional purposes by publishing them to the unlimited amount of receivers, including online, printed media, television, and radio, providing the name of the BP, with the right to sub-license.
 - m) If BP uses third parties in the implementation of this agreement, he shall be liable for their actions or omissions, as well as for his own.
 - n) BP is entitled and obliged when setting up an individual account in the WellU system to select an individual login. The login is used, among other things, to redirect customers of the BP to the official website of the Company; however the login name may not in any case suggest that this is the subpage of the official Company website (wellu.eu). The Company decides whether the login meets the condition referred to in the previous sentence. In the event that the Company finds an infringement of the abovementioned restrictions, the Company calls on the BP to end the infringement and remove their effects within the prescribed time limit, and in the event of not complying to this call the Company is entitled to terminate their Agreement with BP with immediate effect with the fault attributable to BP.
- 2) The rights and obligations of the Company:
- a) The Company guarantees BP that their right to a place in the structure remains their property and is unchangeable. The withdrawal of the BP's right to a place in the structure may occur only in situations referred to in the provisions of these terms of cooperation.
 - b) BP's commission for the sales of Products is determined based on the Commission Plan currently in force, on the basis of BP's activity. The Company does not guarantee a constant level of commission.





- c) The Company assures BP that for purchases made by BP or their customers, commission points will be calculated, and their point value will be determined each time by the current price list. In the case of failure to realise or not pick up an order for reasons not attributable to the Company or WellU, commission points for that order will be cancelled and the balance of commission points corrected.
 - d) In the case where in accordance with these Terms & Conditions commission is due to the BP, the Company assures its payment to BP, whereas the Parties allow the possibility of settling commissions from the price of goods purchased by BP using the Shop portal, if this functionality in the Shop portal is active. In the case of using such functionality, the commission due to be paid to BP will be used to reduce the price of goods purchased and this will be considered as payment of commissions by the Company.
- 3) In the event of violation of provisions from the p.1 above, the Company has a right to terminate the Agreement, if BP has not fixed the violation, despite receiving a written appeal, within the period indicated in such appeal, no longer than 7 days.

§6 Websites, stores, and internet auction services

- 1) WellU provides BP with an option to manage a BP Store. The form of the URL address of the page personalized for BP (partner link) is as follows: <https://login.wellu.eu>. The mechanism assures that the visitor entering the WellU portal via the partner link gets assigned as a referred by the specific BP.
 - a) BP has an option to publish individual content in the predesigned sections of the BP Store (e.g. main page, the gallery of fame).
- 2) In order to promote the Company's offer, BP is entitled to create a BP page, as well as social media creations on the following conditions:
 - a) BP is entitled and obliged to use the Product information published on the Company's official pages.
 - b) Within the BP Pages, BP is obliged to publish only the information and materials promoting the Products and the Company and by no means can a BP publish any information or materials that could hold a negative influence on the image and reputation of the Products, Company, representatives, and employees of the Company, its contractors and clients, and other BP.





- c) The content of the BP Page, name of the domain or name of the social media profile cannot, based on the Company's evaluation, suggest that the BP is the Company's representative or the managed page is an official Company's page.
 - d) BP Page and the social media profile must contain visible information, based on the Company's evaluation, that the page belongs to a WellU Partner.
 - e) The appearance of the BP Page might not be too similar to the Company's page www.wellu.eu, based on the Company's evaluation.
 - f) When publishing materials and pictures containing the images of the third parties, one must provide the source of the information.
 - g) The content of the BP Pages might not violate any applicable legal provisions, or the rights of third parties, as well as the terms of service of the social media services in which the pages are published.
 - h) BP is solely responsible for any third parties' claims regarding the materials published on BP Pages.
- 3) The online sale, via own online store or a social media platform, requires a written authorization from the Company.
- a) In order to obtain an authorization for the online sale one must submit to the Company's address a completed and signed REQUEST FOR AUTHORIZATION TO SELL PRODUCTS ONLINE. The form of the request is available at www.wellu.eu in the section INFORMATION / DOWNLOADS.
 - b) By submitting the REQUEST FOR AUTHORIZATION TO SELL PRODUCTS ONLINE, BP accepts the terms included in the REQUEST. Violation of those terms equals to violating the terms of the below Terms & Conditions of Cooperation.
 - c) Products from the professional line may only be purchased in WellU by Businesspartners Pro and cannot be resold, therefore, may not be included in the online stores' offers other than the store portal.
 - d) The Company does not authorize sale in bidding services (such as Allegro Aukro, eBay and similar).
 - e) The Company may refuse to grant the authorization for the online sale without providing a reason.
 - f) The granted authorization for the online sale may be withdrawn in the case of violation of the below Terms & Conditions or according with the content of the REQUEST FOR AUTHORIZATION TO SELL PRODUCTS ONLINE.





§7 The protection of structures

- 1) The Company puts in its best efforts to protect and secure the integrity of organizational structures built by BP.
- 2) The Company completely rules out the possibility of changing a place in the structure in any way, including the change of the referrer, except for the situation described in §7 paragraph. 3).
- 3) The Company may consent to a cession of a WellU account's ownership based on a request signed by the transferring and acquiring parties. The decision to not grant the consent does not require argumentation. The cession of the account's ownership can only be acquired by a person who does not already own a WellU account.
- 4) All information about the Clients and Businesspartners referred to WellU must be treated as confidential. Sharing this information in any way can pose a violation of the legal provisions and will be treated as violation of the below Terms & Conditions and in consequence will lead to termination of the Agreement by the Company.
- 5) The Company does accept for a Businesspartner to have more than one account in the WellU system, however the business activity may only be conducted on a single one of them. Such accounts can only be opened within the BP's own structure.
 - a) Opening a new account outside Businesspartner's own structure is considered a violation of these Terms & Conditions.
 - b) The Company does allow for a user to register again in any place within the structure, if they formerly held a Client status for at least the last 12 months.
- 6) After the account in the WellU system is deleted by a BP or the Company, such BP can register a new account after 12 months have passed. If the BP registers the account before the 12 months have passed, the new account will be registered in the structure of the previous referrer. There is no option to restore a previously deleted account, meaning the deleted place in the structure together with the referred people and any other profits related to the cooperation and the Agreement.

§8 Duration of the Terms & Conditions of Cooperation

- 1) Cooperation on these terms commences on the date of their acceptance by the BP and is valid for a period of twelve months with the possibility of renewal for a subsequent twelve month period. In the case of introducing charges for use of the system, the condition for the extension





of cooperation for a subsequent twelve months will be payment made in accordance with the valid price list in the Company.

2) Termination of the agreement may occur:

- a) By termination of the agreement by the BP at any time, without stating a cause, submitted in writing or email to contact@wellu.ch. Termination of the agreement in electronic form must be sent from the BP's address given in his profile.
- b) By termination of the agreement by the Company, in the event that the BP has committed a breach of the terms of cooperation, and has not repaired the breach even though he received a written notice, within the time limit specified in the notice, not longer than 7 days.
- c) The Company may terminate cooperation with immediate effect in the following cases:
 - i. The provision of false data by the BP in the acceptance of these terms of cooperation.
 - ii. Acting to the detriment of the Company or contrary to its interests.
 - iii. Using the third party's data, or otherwise unreliable data when opening account.
 - iv. Acting to the detriment of the organizational structures created by other BP.

3) Due to termination of the Agreement, including renunciation, BP loses all earned benefits and profits.

§9 No Exclusivity

BP is not forbidden from cooperating with any other economic entities or individuals, however:

- 1) Without a written permission of the Company board, during the validity period of the terms of cooperation, a BP does not have a right to, personally or indirectly, recruit or make efforts to recruit other BPs or Company's Clients for other direct and / or network marketing, and direct sales.
- 2) In the event that BP does engage in other activities of similar nature described in these terms and conditions, they will be required to completely separate activities carried out for the Company from activities carried out on behalf of the other business, which means, among others:
 - a) He will not conduct meetings concerning the Company or Products in the same place and time as meetings connected with another business.
 - b) He will not offer in the same place and time the Products of the Company and products connected with another business.



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- c) He will not offer other products or services of another business at any meetings of the Company.
- d) He will not use the tools provided by the Company to perform any actions on behalf of another business.

§10 Exclusions of Parties' Liability

Neither of the Parties shall be held accountable for any loss incurred by the other Party or Clients if these occur without the fault of given Party, especially due to the unforeseeable events:

- a) Failure of telecommunication links,
- b) Failure of payment systems servers by means of which customers pay the purchase price of the Products,
- c) Failure or unavailability of Bank sites,
- d) Failure or unavailability of sites of cooperating companies,
- e) Failure or unavailability of the Virtual Office,
- f) The occurrences of force majeure such as a hurricane, fire, flood, earthquake, strike and the other events which are beyond the control of the Company, even with the Company maintaining due diligence.

§11 Personal data – information note

User personal data is processed by the Company that is the Personal Data Controller.

In light of obligations arising from the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, also known as GDPR), the Company hereby informs as follows:

- 1) The controller of your personal data is WellU Swiss Group GmbH based in Switzerland, Schulstrasse 14, 9450 Altstätten, registered in Handelsregister des Kantons ST. Gallen CHE-407.196.596. The controller is also accessible via e-mail contact@wellu.ch.
- 2) The processing of the following personal data: name, surname, country of residence, date of birth, ID of the recommending affiliate, status, rank, login, phone number, e-mail address, Skype ID, address, correspondence address, settlement intermediary data, business account balance, history of orders, ID number, IP address, are essential for executing the agreement concluded on the basis of the Terms and Conditions of the Cooperation.



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- 3) The processing of the following personal data: name, surname, country of residence, date of birth, ID of the recommending affiliate, status, rank, login, phone number, e-mail address, Skype ID, residence address, correspondence address, settlement intermediary data, business account balance, history of orders, ID number, IP address is conducted in order to execute legally justified interests executed by the Controller as means of protection against Your potential claims. Interest is based on the necessity of maintaining evidence in case of any doubts regarding the manner and scope of performance of obligations between the parties.
- 4) The processing of the following personal data: name, surname, residence address, correspondence address, ID number, e-mail address, settlement intermediary data is essential to fulfill legal obligations imposed on the administrator, provided for by law and tax regulations.
- 5) The following personal data: name, surname, gender, date of birth, ID of the recommending affiliate, status, rank, login, phone number, e-mail address, Skype ID, residence address, correspondence address, settlement intermediary data, business account balance, history of orders, ID number, website address are shared with other Controller's partners of a similar status in order to facilitate contact and maximize the co-operation results.
- 6) The Controller shall process the above mentioned personal data on the territory of Switzerland, which according to the decision of the European Commission provides suitable protection for Your personal data.
- 7) The Controller shall process Your personal data throughout the time of executing the agreement until the account has been deleted and within the following 10 years, as well as 15 years for fulfilling tax obligations resulting from applicable tax regulations.
- 8) You have a right to demand from the Controller the access to your personal data, to correct them, delete or limit the scope of their processing, protest against the processing and data portability.
 - as far as the data correction demand is concerned: you notice that your data is incorrect or incomplete;
 - as far as the data deletion demand is concerned: Your data is no longer essential for the purpose that it was originally collected for by the Company; you withdraw your consent for data processing; You object to Your data processing; Your data is processed in an unlawful manner;
 - as far as the data processing limitation demand is concerned: if you notice that your data is incorrect – you can demand to limit their processing;





- as far as the data transfer demand is concerned: processing of Your data is conducted based on your consent or an agreement concluded with You.

You can execute the above rights in any manner that you wish, including via e-mail at contact@wellu.ch or by regular mail sent to the Controller's address.

- 9) You have a right to file a complaint against the Controller or the deed of processing Your personal data to the supervisory body, in particular in the European Union Member State of your habitual residence, your place of work or the place where the alleged violation occurred, if you think that the processing of your personal data violates applicable laws. In Switzerland, the above mentioned supervisory body is the Federal Data Protection and Information Commissioner (FDPIC), <https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/links/data-protection---switzerland.html>.
- 10) The submission of personal data is voluntary.
- 11) Your personal data is not used to profile or to make automated decisions.
- 12) You have a right to object at any time – due to the reasons related to Your exceptional situation – to the processing of personal data concerning Yourself, that is being conducted based on Your consent or on a legally justified interest of the Controller (see the information above).
In the event of such objection the Controller is not allowed to further process Your personal data, unless the Controller proves the existence of legally valid, justified grounds to process, and they would be superior to Your interests, rights, and freedoms, or if the Controller demonstrates the existence of grounds for determination, investigation or defense of claims.
- 13) If Your personal data is processed accordingly to the information provided above with the purpose of the direct marketing, you have a right to object, at any moment, to the processing of Your personal data for the purpose of such marketing. In the event of such objection, the Controller is not allowed to further process Your personal data for such purpose.
- 14) The above-described objections may be filed in any manner, including via e-mail to contact@wellu.ch.

§12 Final provisions

- 1) Any amendments to these terms require notification of the BP of such changes, in the manner described in § 12.4 below.
- 2) In matters not covered by the terms of cooperation, the relevant provisions of the Civil Code apply.



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- 3) Any dispute arising during the implementation of cooperation under these conditions will be first resolved between the BP and the Company, and if this does not bring results, any dispute will be presented before the court having jurisdiction for the seat of the Company.
- 4) Amendments in the terms of cooperation may be implemented by the Company in connection with changes in the law and changes arising in the business environment in which the Company operates. The BP will be informed of amendments to the provisions of the terms of cooperation, by means of generally available sources such as e-mail or portals belonging to the Company (during login). In the absence of accepting the amendments to the terms of cooperation, the BP may terminate the cooperation agreement within a period of 14 days from the date of receipt of the above mentioned information, with immediate effect, which is unequivocal to the BP's resignation from cooperation at his own request. A statement regarding termination of the agreement and the lack of acceptance of the changes requires written form for its efficiency or otherwise will be declared null and void. In the case of the BP conducting business (i.e., the purchase, sale or performance of other similar activities) after the introduction of amendments in the conditions, it will be treated as unequivocal acceptance of the introduced amendments.
- 5) The rights and obligations under these terms of cooperation cannot be transferred to a third party without the written consent of the Company. The Company may transfer the rights and obligations of these terms and conditions of cooperation to a third party selected by the Company, to which the BP consents to. The Company will inform the BP of the transfer of these rights and responsibilities as well as the entity to which it was transferred.
- 6) The BP's position in the structure is inherited in accordance with applicable law.
- 7) An integral part of the Terms and Conditions is the Compensation Plan.
- 8) In matters not covered by this Agreement, applicable provisions of the civil code, copyright and other specific laws shall apply.
- 9) Amendments to these terms of cooperation may also be made through attachments.
- 10) The law applicable to the relationship between the Company and the BP, including disputes between the parties, is Swiss law, and the only competent court for disputes is the competent court for the seat of the Company, unless the parties agree otherwise.

