

TERMS & CONDITIONS OF THE WELLU PARTNER SALON PROGRAMME

hereinafter referred to as: the “Conditions”
of 01.07.2016

directed/addressed to beauty salons that have given notification on the email address info@wellu.eu about their participation in the WellU Partner Salon Programme, hereinafter referred to as a “Partner Salon”

through

1. WellU sp. z o.o, with its registered office in Gdynia, (address: ul. Wielkopolska 280, 81-531 Gdynia) entered into the Register of Entrepreneurs of the National Court Register in the District Court for Gdańsk – Północ in Gdańsk, 8th Commercial Division of the National Court Register under number KRS 0000354591, NIP (Tax ID) number: 586-225-16-36 REGON 220970076, www.wellu.eu hereinafter referred to as “Company”, represented by Tomasz Jagielski - President of the Management Board.

as follows:

§ 1 Definitions and Subject of Cooperation

1. The provisions of these conditions are also binding for connecting a Partner Salon and the Company in trade relations for the distribution of cosmetics, on the basis of separate cooperation conditions at the time of registration on the Company’s website www.wellu.eu. The Partner Salon accepts these conditions by notification of its participation in the WellU Partner Salon Programme to the address info@wellu.eu after becoming familiar with these terms & conditions published on the Partner Salons tab on the website www.wellu.eu. Notification results in joining the programme on the principles set out in these conditions.
2. The Company and the Partner Salon are interested in the establishment of cooperation on the basis of a separate agreement based on these Terms & Conditions under which the Company provides support to the Partner Salon in running the Salon, and the Partner Salon provides support to the Company in sales of Company products,
3. A Partner Salon is a natural or legal entity conducting on its own behalf business acting as a beauty salon, as a WellU PRO Business Partner,
4. A Business Partner PRO - a person holding a business account in WellU, cooperating with the Company on the basis of separate cooperation conditions. A Business Partner PRO has its own identifier, meaning a unique name used to log on to the Company portal and for recommending new users.

§ 2 Terms of Cooperation

1. Under the WellU Partner Salon Programme services provided by the Company may include:
 - 1.1. conducting product training for the personnel of the Partner Salon in the area of Company products once every 6 months. In the case of the Company introducing a new product on the market, training will be carried out within 30 days as established by both parties,
 - 1.2. conducting sales training for the Partner Salon in the area of Company products once every 3 months in a period established by both Parties, depending on the needs of the Salon,
 - 1.3. conducting treatment (cosmetic) training a minimum of once every 6 months, depending on the demand by the newly employed personnel of the Partner Salon. The Company undertakes to issue training certificates for employees after a training session with the given treatment category of the brand,

- 1.4. the possibility of conducting joint promotional campaigns, events with product support (previously agreed upon and accepted by both Parties),
- 1.5. provide a product stand worth PLN 1500 net and a mini counter display with graphics of serum peptide worth PLN 15 net for the Partner Salon, with the provision that supplementing the stand according to the previously established product list is the responsibility of the Partner Salon. The Partner Salon has the obligation to return this property in the event of termination of the agreement,
- 1.6. provide a leaflet and brochure stand worth PLN 50 net with informational materials for the Partner Salon, with the provision that supplementing the stand is the responsibility of the Partner Salon. The Partner Salon has the obligation to return this property in the event of termination of the agreement,
- 1.7. provide a clock (large) for the Partner Salon worth PLN 350 gross,
- 1.8. promotion of the Partner Salon on the Company's website by:
 - a) placing information about the Partner Salon on the website www.wellu.eu at the "Partner Salons" tab;
 - b) place a report about the opening on www.wellu.eu,
 - c) place a report about the opening of the Partner Salon on the fanpages: 1) WellU Group be healthy, beautiful & well and 2) WellU Business Group,
 - d) communication in social media marketing campaigns organised jointly with the Partner Salon,
- 1.9. providing special purchase packages/big box every month according to the turnover of the point according to the principles set out by the Company referred to in §2 par. 3 and 4,
- 1.10. equip a Partner Salon with the following materials with a value of approximately PLN 2,000 net such as sheets, towels, aprons, cloaks and headbands with the WellU logo, replaced every 12 months,
- 1.11. other benefits offered by the Company to the Partner Salon.

2. Under this Programme the **Partner Salon undertakes to provide the Company the following benefits:**

- 2.1. continual promotion of the Company's products in the Partner Salon in order to increase the interest, sales and reputation of the Company's products,
- 2.2. purchasing the Company's products from the Company in accordance with the Products sales principles in force in the Company at the time of purchase,
- 2.3. compliance with the Company's guidance in the promotion and sales of the Company's products,
- 2.4. the Partner Salon undertakes to employ in the Salon personnel performing treatments with Larens and Larens PRO products holding a qualification in accordance with the conditions resulting from the Cooperation Agreement,
- 2.5. placement in a visible place for customers of the Partner Salon marketing materials (leaflets, rollups, clocks, etc.) provided by the Company as agreed by both Parties,
- 2.6. the showing of advertising films provided by the Company on the TV located in the Partner Salon, as agreed by both Parties,
- 2.7. placement of a fixed range of Larens and Larens Professional cosmeceuticals on a stand for the exhibition of Larens and Larens Professional cosmeceuticals in a visible place,
- 2.8. maintenance of marketing and advertising materials in perfect and clean presentation condition, intact as well as reporting the need for marketing materials,
- 2.9. organizing together with the Company joint campaigns and events to promote the Partner Salon,
- 2.10. carry out continuous sales of the Company's Products in the Partner Salon.

3. If the Partner Salon reaches a minimum turnover of 500 points at the end of each month, within the meaning of the commission plan available electronically in the Internet at the website <http://www.wellu.eu>, then it is entitled to select products at the retail price of PLN 1,000 net.

4. If the Partner Salon Partner does not reach the minimum turnover of 500 points twice in the half-year period it will lose the status of a Partner Salon.

5. Upon the Partner Salon reaching a greater turnover than the minimum of 500 points at the end of each month, the Partner Salon can select products with a value according to the following scale (multiples of 500 points), except for products such as Vitamin C and Slim Food:

a) turnover of 500 points - a choice of products with a retail value of PLN 1000 net,

b) turnover of 1000 points - a choice of products with a retail value of PLN 2,500 net,

c) turnover of 1800 points - a choice of products with a retail value of PLN 3,500 net, etc.

6. The Company shall carry out a verification of the Partner Salon's turnover every month, two weeks after the closing of the last accounting period to check the fulfilment of the agreed min. of 500 points. If the Partner Salon not reach the fixed minimum monthly turnover of 500 points, then it is required to return the materials obtained from the Company in connection with the opening of the Partner Salon listed in § 2 , paragraph 1, points: 1.5, 1.6, 1.7, 1.9. 1.10 within 7 days from the date of receipt of the written notice.

7. The Partner Salon may determine and report a list of products on which they may place an order with a 14 day deferred payment period (an invoice with a 14 day payment period),

8. The Partner Salon is entitled to use the Company's logo and products in materials which do not originate from the Company only with the prior express consent of the Company, which consent the Company may at any time revoke.

9. The Partner Salon throughout the duration of the WellU Partner Salon Programme undertakes to maintain the high standard of the Partner Salon, which should be understood in particular:

a) a location ensuring prestige in the city or a place with potential to attract customers, in which there are no other Partner Salons of the Company,

b) provide the Salon with high potential, a rich offer, covering three treatments based on Larens and Larens Pro cosmeceuticals, listed in the Spa Services.

c) posses a positive opinion on the market and ensure the recognition of the Partner Salon.

§ 3 Intellectual Property Rights

The Company does not transfer on the Partner Salon any copyright or license.

§4 Processing of Personal Data

The Administrator of the Programme participants' personal data is the Company.

1. The data will be processed in order to participate in the "WellU Partner Salon" Programme organized by the data administrator and after obtaining consent for marketing purposes by the data administrator as well as for sending the Newsletter containing marketing information of the data administrator. After prior consent of the Programme Participant, personal data as it relates to business activity will be published on the www.wellu.eu website. Apart from entities authorized by law, personal information collected will not be shared. The participant has the right of access to his/her data and modify it.

§ 5 Duration of the Programme

1. Duration:

- a) The programme lasts indefinitely, if the Company does not inform the Partner Salon of the intention to discontinue the programme with a minimum of 3 months notice. The Parties may also make effective notifications on the email addresses indicated in the course of cooperation.
- b) The Programme rules may be changed during the course of its duration, about which the Company shall inform the Partner Salon with a minimum of 30 days in advance.