



GENERAL CONDITIONS OF THE AGREEMENT

INNUBIO Sp. z o.o. with headquarters in Kalisz at ul. Cieszyńska 17, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, IX Commercial Division of the National Court Register under KRS number: 0000718407, Tax ID: 6182170968; (hereinafter referred to as INNUBIO) deals in the distribution of Products in the distance selling system through A system based on the principles of Multi Level Marketingu / MLM-u.

The terms used in this Agreement and in the Remuneration System have the following meanings:

1. **Customer** - an economic entity or a natural person who purchases Products available in the INNUBIO Shopping offer. / without registration in the INNUBIO System /.
2. **Preferred Customer** - Customer with simplified registration in the System.
3. **Candidate for a Partner** - an economic entity or a natural person who has expressed a desire to be an INNUBIO Partner by completing the Registration Form on the INNUBIO website.
4. **Partner** - an economic entity or a natural person, who combines with INNUBIO a contract with a specific scope of cooperation.
5. **Leader** - Partner, a person taking a position anywhere in the Organization.
6. **Remuneration system** / Marketing plan / - a document specifying the standards for the conduct of Partners, in order to achieve certain conditions necessary to develop an appropriate level, enabling obtaining the benefits from the title, performance of tasks specified in the Remuneration System, which is an integral part of the Agreement.
7. **Product** - a product or service appearing in the course of trade under its own name, offered to the Partners and customers, available in the INNUBIO Trade offer.
8. **Partner ID number** - an individual identification number assigned to the Partner during registration in the System which is both the number of the Agreement and the login to the Partner's account in the "My Office" tab. The password for access to the "My Office" account is created by the Partner during registration. It is used to identify the Partner in order to calculate the Commissions and prizes due to him. Once the number is given, it is not subject to change and can be transferred only in situations and in the manner specified in the Agreement.
9. **Partner's structure** - a system in which subsequent Partners take position under the Recommending Person. This applies to the so-called "Width" and "depth".
10. **Commission** - Partner's remuneration for participation in the Remuneration System. Its amount depends on the level of tasks performed by the Partner, resulting from the provisions regarding remuneration.
11. **Points / PV, GV** / - units of account accrued to the Partner's account in connection with the purchase by him and all of his Partners of the Products.
12. **Agreement** - a document regulating the principles of cooperation between INNUBIO and the Partner, which consists of:
 - a) Application form (application for registration),
 - b) General Terms and Conditions of the Agreement,

c) Code of Ethical Conduct

d) Remuneration System.

13. Enforcement of Qualifications - a compulsory purchase of Products with a fixed number of Points made by the Partner on a monthly basis, which qualifies the Partner in a given month to participate in the Remuneration System / receiving bonuses and commissions /.

§1. SUBJECT OF CONTRACT AND PARTNER STATUS

1. The contract regulates the rules for obtaining the Partner's status as a Partner and the rules of cooperation between INNUBIO and the Partner. To conclude the Agreement, it is necessary to fill in the registration form on the INNUBIO website, read and accept the attached documents: General Terms and Conditions, Code of Ethical Conduct, Online Store Regulations and the Remuneration System document. The documents referred to in this point will be submitted for acceptance before filling out the registration form.

2. At the end of the registration process on the principles described in point 3 and 4 below, the Agreement is concluded and the Partner Candidate becomes a Partner.

3. The moment of completing the registration process is the moment of proper completion of the registration form with the previously accepted attachments.

4. Activation of the Partner's account through which the Partner may purchase INNUBIO Products shall take place no later than within a few / several minutes / minutes after INNUBIO obtains information about completing the registration process.

5. In cases provided for in this Agreement or in other regulations or documents issued by INNUBIO or in other contracts concluded with INNUBIO by a Candidate for a Partner, INNUBIO may refuse to register a Partner for registration of participation in the System. In particular, INNUBIO may refuse to register:

a) in the case of the Partner's action to the detriment of INNUBIO,

b) in the case of the Partner's inactivity for a period of 13 months, i.e. in the case of the Partner's failure to purchase Products while not building the Partner's Partner Structure;

c) The Partner's candidate will not complete all the data necessary for registration or will provide incorrect data - in this case, an incomplete application for registration will be deleted after 14 days from the date of informing the candidate to the Partner: by SMS or email to complete or verify w / in the data, if this information is possible,

d) in the case specified in § 8 p. 17 of these General Terms and Conditions.

6. A Partner's status can be obtained by any natural person with full legal capacity, legal person as well as an organizational unit without legal personality. With the consent of a statutory representative (parent or guardian) expressed in writing, the status of a Partner can also be obtained by a natural person who is 16 years of age and has no full legal capacity. The statement of a statutory representative should include consent to the conclusion of the Agreement with INNUBIO, and also to submit all declarations contained in the Application Form (application for registration).

7. In accordance with applicable law, a Partner who is a natural person conducting business activity, a commercial company, as well as another legal person or an organizational unit without legal personality, may participate in the INNUBIO System in its own name and on its own account as a subject independent of the entity the economic activity on behalf of which it is present, in which it works or with whom he works, regardless of the basis of this cooperation.

8. The partner may take part in promotional campaigns and incentive programs organized by INNUBIO. The rules of the Partner's participation in promotional campaigns and incentive programs, as well as their duration, are specified in the regulations of a given share or program. To enter into a given share or program referred to in this point, the rules for concluding the Agreement described in this paragraph shall apply accordingly, unless otherwise specified in their content.

9. For the purchases made by Partners belonging to the Partner Structure, the Partner receives a bonus or commission charged by INNUBIO according to the algorithms included in the Remuneration System. INNUBIO does not expect to charge points / PV, GV / or commission for the purchase of leaflets and any marketing, advertising and instructional materials intended for Partners. The right referred to in this point is not entitled to the Customer.

10. The detailed rules for calculating the Bonus and Commissions, as well as the rules for paying the Bonus and Commissions are determined by the Compensation System or regulations of promotional campaigns or incentive programs, constituting the basis for calculating the Bonus and Commission.

11. A partner who conducts business activity may purchase Products in their own name for further purposes. resale for professional and commercial purposes, however, it has no exclusive rights to sell Products in any geographical area. INNUBIO is entitled to establish cooperation with an unlimited number of Partners on any officially open markets.

12. INNUBIO makes no assurances regarding the future income of the Partner, or the possibility of obtaining a particular status by the Partner in the company's organizational structures.

13. The partner is not a representative, employee, shareholder, proxy or agent of INNUBIO and therefore can not undertake or incur liabilities in INNUBIO's property or on its behalf, submit declarations of will on behalf of INNUBIO, or accept any receivables vested in INNUBIO, except for explicit INNUBIO's consent expressed in writing under pain of nullity.

§2. COOPERATION RULES FOR PARTNER

1. The Partner should read the Agreement and any other regulations and documents issued by INNUBIO and provided to the Partner, in particular documents to which the above-mentioned documents refer, and also act in accordance with their provisions. In case of doubts as to the content of provisions contained in documents issued by INNUBIO, the Partner should ask INNUBIO for interpretation and explanation of relevant provisions. INNUBIO does not bear any responsibility for negative effects of actions or omissions of the Partner if such action or omission results from or is related to violation of any of the documents, regulations or procedures issued by INNUBIO

2. Each Partner receives a Partner ID number. This number is given by INNUBIO and is used to identify the Partner in order to calculate and clear the Points, Premiums and Commissions granted by INNUBIO. Once a given Partner ID number is not subject to change, which does not exclude the possibility of changing the entity assigned to a given Partner ID number, made in the manner provided in point. 16 below, as a result of taking over the ID number of the deceased Partner by another person pursuant to pt. 17 below, as a result of the division, transformation or merger of the company with the Partner status referred to in point 18 below or also in the case of sales by INNUBIO Partner ID number, in situations and on terms, referred to in point 19 below. Entering the Partner ID number by Partner is also required in case of contact of the Partner with INNUBIO.

3. The partner has an assigned recommendation person, who indicated the Partner as a Partner Candidate. The partner may choose the recommender during the registration process to participate in the INNUBIO System, if it is not or has not been previously indicated by another recommender, where the recommendation of a person by the recommender as a Partner candidate remains valid for a period of 12 months, counted from the date of receipt by INNUBIO from the recommender of such an indication and during this period, the candidate for a partner can not be registered in a different Partner's structure than the structure of the recommending party. If the recommendation is not chosen by the Partner, he will be chosen and assigned by INNUBIO. Changing the recommender is not possible subject to point 4 below.

4. If the candidate is mistakenly attributed to the Partner by INNUBIO to a different Partner than the one indicated in the registration process, it is possible to assign the Candidate as a Partner to the appropriate Partner within 14 days of completing the registration process, both on the INNUBIO initiative and at the request of the Partner who indicated the Partner's Candidate.

5. A partner who, for the purposes of settling the Bonus and Commissions with INNUBIO, runs its own economic activity entered into the Central Register of Economic Activities or the register of entrepreneurs of the National Court Register is solely responsible for it. The partner should comply with the regulations on business activity, in particular regarding the registration of business activities for tax purposes and for social security purposes. Upon request, INNUBIO Partner is obliged to provide INNUBIO with documents confirming its business activity or

documents confirming its registration as a VAT payer, within the deadline set by INNUBIO. Partner runs a business at his own risk. INNUBIO is not responsible for any losses related to the Partner's business activities, including related ones with the possible resale or sale of Products, or for lost profits of the Partner.

6. A partner running a business is obliged to keep all records and to draw up all necessary documents required by law, as well as to pay public debts, in particular taxes and social security contributions, on time. and health insurance.

7. If INNUBIO determines that the Partner or the Partner Candidate is conducting an economic activity adversely affecting INNUBIO's activity or takes actions that may violate or threaten the interests of INNUBIO or violate applicable law or good practices, INNUBIO has the right to deprive such person of the status The Partner terminating the Contract with immediate effect, in accordance with the procedure provided for in § 9 of these General Terms and Conditions, or has the right to use the amount provided for in § 1 point. 6 of these General Terms and Conditions of the Agreement, the right to refuse to register a candidate for a Partner.

8. The partner has the right to use the designation "INNUBIO Partner".

9. The INNUBIO name and all signs, logos, trade names and trademarks used by INNUBIO are the property of INNUBIO, entities affiliated personally or financially with INNUBIO or INNUBIO licensors and are protected by law. They may be used by the Partner only after obtaining a prior written one, otherwise the INNUBIO's consent shall be null and void.

10. The Partner may use only advertising, marketing and information materials, leaflets, brochures, guides and any other publications and literature prepared for the promotion of Products for this purpose by INNUBIO. The Partner may also use his own advertising, marketing and information materials, leaflets, brochures, handbooks and other publications, but only after obtaining a prior written consent of INNUBIO to use the name, logo or other INNUBIO markings in such materials or publications. , unless the Affiliate in writing applied to INNUBIO for such consent and received no response from INNUBIO within 14 days from the receipt by INNUBIO such an occurrence. The speech must be addressed to INNUBIO in writing to the address INNUBIO Sp. z o. ul. Cieszyńska 17, 62-800 Kalisz or in electronic form to the address kontakt@innubio.com. INNUBIO may at any time, at its discretion, revoke the previously granted consent by setting a 10-day deadline for abandoning unauthorized activities, including removing or correcting INNUBIO marks

11. Subject to § 8 point 18 of these General Terms and Conditions, the Affiliate, after meeting the conditions set out in the Remuneration System, receives the right to pay the Commission within 15 days after the settlement period / calendar month, unless otherwise specified in the regulations of the shares or program referred to in § 1 point. 8 of these General Terms and Conditions. The payment of the Partner's Commissions calculated by INNUBIO will be made on the basis of an invoice or VAT invoice issued by the Partner or another form applicable in the Company. Issuance of prizes obtained by the Partner as part of promotional campaigns or incentive programs, they will be made in accordance with the regulations of a given share or program.

12. A partner may, and even should, encourage partnerships with him and the Company with other people or entities. The Partner may be a Recommending Person for persons or entities having their domicile or registered office in the territory of the countries in which INNUBIO has its representative office. A Partner residing or having its registered office in the territory of a country other than Poland should purchase Products via INNUBIO operating in that State, unless the Partner is from a country in which INNUBIO does not operate and does not have any distributor of Products (in which case he can make purchases Products only in Poland).

13. The Partner may assign to the Products only such features and properties as were indicated by INNUBIO or resulting from the information on the Product label or in the leaflet accompanying the Product.

14. Lack of Partner's activity consisting in not making purchases from his account / not doing PV turnover does not mean the Partner's resignation from participation in the INNUBIO System, subject to the following provisions, while the inactive Partner has only the rights explicitly indicated in the Remuneration System. Inactive partner for a period not exceeding the next 12 months, which is still bound by the Agreement and who, not later than 30 days after the expiry of the 12 months of inactivity, purchases the Products, thus obtaining the amount of Points indicated in the Remuneration System, corresponding to the Qualification Exercise, remains in this place the structure in which he was before he ceased to be active and therefore automatically attains the Qualification resulting from his place in the structure of the System, occupied in the recent period of activity. If the Partner does not perform the Qualification according to the rules set out above, about which will be notified in advance by INNUBIO with the indication of the deadline for the Qualification and consequences described in this paragraph,

the contract will be terminated with the Partner, which results in the loss of the space he occupied.

15. The Partner may not sell or sell Products offered by INNUBIO at prices lower than the purchase price, under pain of termination of the Agreement with immediate effect, in accordance with § 9 of these General Terms and Conditions and refusal to register the Partner as per the right provided for in § 1 point 5 of these General Terms and Conditions.

16. The Partner may transfer the rights and obligations arising from the Agreement to a third party only upon prior written consent, under the pain of nullity of INNUBIO's consent. In the case of transfer of rights and obligations under the Agreement to a third party, this person obtains the status of Partner, may use the ID Number of the Partner transferring rights and obligations and joins the structure of the INNUBIO System in place of that Partner.

17. Subject to point 19 below, a Partner who is a natural person may make a regulation in the event of death of rights and obligations resulting from the Agreement for another entity. In the event that the Partner fails to make a death order, the heirs of the Partner may unanimously indicate within 30 days from the day on which the decision on declaring the acquisition of inheritance or registration of the certificate of inheritance becomes valid, one person from its group who will be able to take the place previously occupied by the deceased Partner in the structure of the INNUBIO System and exercise the rights and obligations under the Agreement. If the Partner designated by the Partner or his heirs who is to take the place of the deceased Partner in the structure of the Direct Promotion System already has the Partner status, it may additionally take the place of the deceased Partner, regardless of remaining on the previously occupied position in the System structure. INNUBIO is obliged to accept the indicated person in the will or in the heirs to the System in place of the deceased Partner after the decision on the acquisition of inheritance or registration of the certificate of inheritance becomes valid, provided that the person will meet the criteria for becoming a Partner and provided that with respect to this person, the conditions provided for in § 1 point will not apply. 5 of these General Terms and Conditions of Contract, as well as under the condition of concluding an annex to the Agreement with INNUBIO confirming its participation in the System. If the heirs of the Partner do not unanimously indicate to INNUBIO one person who is to take the place of the deceased Partner in the structure of the System, in the period specified above, the Agreement expires, and INNUBIO may use the powers provided for in point 19 below. From the moment of the Partner's death until the day of signing the Annex to the Agreement with the person who took the place of the deceased Partner, settlement of the Points and payment of due benefits under the Agreement, as well as the obligation to complete the Qualifications and all deadlines for the above-mentioned entitlements are suspended, which means the interruption for the duration of the abovementioned obstacles to all deadlines specified in the Agreement, which dates still run only after the annex to the Agreement has been signed.

18. Subject to point 19 below, in the case of the division of a trading company being a Partner, rights and obligations arising from the Agreement may be transferred only to one of the established companies as a result of division. The remaining companies resulting from the division may conclude new Agreements with INNUBIO, unless the circumstances provided for in § 1 point arise. 5 of these General Terms and Conditions. In the case of a merger of a trading company being a Partner with another company / trade companies having the Partner status, the company established as a result of the merger may occupy two or more places in the structure of the System before merger by the companies participating in the merger process. In the case of transformation of a commercial company into another commercial company or civil law partnership or a natural person running a business into a commercial company, the company resulting from the transformation retains the rights and obligations under the Agreement concluded with INNUBIO In the absence of transfer by a distributing trade partner, rights and obligations arising from the Agreement for one of the companies formed as a result of the division or in the absence of informing INNUBIO in writing, within 30 days from the date of the division, the Agreement will expire.

19. In the case of:

a) the Contractor's inheritors do not indicate one person from his / her group who will be able to take the place previously occupied by the deceased Partner in the structure of the System and exercise the rights and obligations arising from the Agreement, in the manner and principles set out in point 17 above,

b) not transferring by a dividing commercial company being a Partner, rights and obligations under the Agreement to one of the companies formed as a result of division or in a lack of information about this fact INNUBIO, in the manner and on the principles set out in point 18 above,

c) termination of the Agreement on the terms specified in § 8 of these General Terms and Conditions of the Agreement, INNUBIO has the right to dispose of the Partner's previous place in the structure, including in particular, INNUBIO may dispose of the space previously occupied by the Partner under the terms set by it.

20. By entering into a contract and selecting the type of the Product, the Partner agrees to periodical, monthly payment by the Payment Operator (PayU SA) of a payment card amount corresponding to the amount of the fee for the Product type. The fee will be charged by the Payment Operator once a month / quarterly / year.

21. The partner as part of the recurring payment service has the option of saving card details and direct debit orders. The card data will be stored by the Payment Operator (PayU S.A.). PayU, acting as an intermediary in making the payment, provides the Token tool (virtual card identifiers), which enables assigning to the individual Partner a unique identifier by means of which the Partner periodically makes payments to the company.

§3. COOPERATION RULES FOR INNUBIO

1. INNUBIO undertakes to provide Partners with Products with properties and quality, specified in descriptions of Products contained on the INNUBIO website

2. INNUBIO may deduct any amounts due to the Partner from INNUBIO, in particular from the Bonus or the Commission, all outstanding debts owed to INNUBIO against the Partner, resulting and agreed between the Parties in accordance with the documents, regulations or other procedures issued by INNUBIO and accepted by the Partner.

3. INNUBIO, in demanding circumstances, will provide Partners with tips and information instructions, to the extent necessary or supporting the implementation of the Agreement. INNUBIO will also provide Partners with information about the System, in particular regarding new promotions and marketing campaigns.

§4. INNUBIO RESPONSIBILITY

1. Within the limits permitted by law, INNUBIO, as well as its employees, associates and shareholders, shall not be liable for any damage, including indirect damage and lost profits, which may arise from any cause, in particular due to actions or omissions by INNUBIO or its employees, employees and shareholders as well as as a result of ceasing to deliver Products or change them.

2. The above-mentioned limitation of liability does not violate the rules of liability resulting from the mandatory provisions of law, in particular from the provisions regarding liability to consumers, liability for the Product, as well as liability for damage caused intentionally.

3. The Partner undertakes to take all possible actions to remove the damage referred to in point. 1 above, or reduce its size. If the Partner refrains from this obligation, if INNUBIO is obliged to repair the damage to the Partner, INNUBIO may reduce the amount of damages due to it, in proportion to the Partner's failure to take action to remove the damage or reduce its size, and proportionally to the extent of the Partner's contribution to the damage.

§5. RESPONSIBILITY FOR THE PRODUCT

1. The Partner may not make changes in the designs of the Products, their packaging, descriptions or instructions for use. In particular, it can not change or delete existing warnings about use, side effects, complications and their symptoms, contraindications and interaction. If the damage was caused by the above circumstances for which the Partner is responsible, including for breach of the above-mentioned duties, INNUBIO does not respond in this regard.

2. The Partner shall promptly inform INNUBIO about possible dangers associated with the use of the Products and their possible defects, and in situations where further use of the Products that cause damage, in addition, refrain from using from the Product.

§ 6. CONFIDENTIALITY

1. The Partner undertakes not to reveal commercial secrets and secrets of INNUBIO. In particular, data on persons participating in the System and being INNUBIO's Partners, as well as any other data sets related to the System, including, among others training materials used by INNUBIO constitute an essential part of the INNUBIO company

secret and are its exclusive property.

2. The Partner may not disclose to the third parties the above-described secrets, as well as any information marked by INNUBIO as confidential information, and in the scope of its activities may use it only in accordance with the provisions of the Agreement and within the scope provided for in it.

3. The provisions of this paragraph also apply in an unlimited period of time after the termination or expiration of the Agreement. All data sets prepared by INNUBIO and copies thereof should be returned to INNUBIO immediately after termination or expiration of the Agreement, and in a situation where their return was not possible, the Partner should information to destroy or destroy the media on which it is stored.

4. The above provisions do not apply to information that is or will become public knowledge, despite not breaching the obligation to keep it confidential, as well as information that the Partner, without breaching the obligation to keep them confidential and in accordance with applicable laws and morality, will receive from third parties information known to the Partner in accordance with applicable regulations and morality before the conclusion of the Agreement and information to which the Partner is required to disclose on the basis of law, final rulings or final administrative acts.

§ 7. PROCESSING OF PERSONAL DATA

1. INNUBIO is the administrator of the Partner's personal data.

2. INNUBIO will process the Partner's personal data made available in the process of registering the participation in the System by the Partner, as well as data provided by the Partner during participation in the System, to implement the Agreement, including to fulfill the Partner's orders, for administrative, statistical and in order to market the Products offered.

3. INNUBIO hereby confirms that the Partner's personal data will be transferred to Sodexo Polska Sp. z o.o. with its registered office in Warsaw, in connection with cooperation conducted under the Agreement, in accordance with the Act of August 29, 1997 on the Protection of Personal Data (consolidated text: Journal of Laws of 2002 No. 101, item 926 with later zm.) and INNUBIO is duly authorized to provide these data to Sodexo Polska Sp. z o.o. with headquarters in Warsaw,.

4. With the consent of the Partner, his personal data will also be processed for the purpose of marketing products and services of related entities or cooperating with INNUBIO

5. The partner gives INNUBIO his data voluntarily. The partner has the right to access the contents of his data processed by INNUBIO and to correct them, as well as withdraw consent to their processing.

6. The Partner is obliged to immediately notify INNUBIO in writing under pain of nullity about the change of his personal data to the extent to which it is relevant to the performance of the Agreement. This applies in particular to the first and last name, address, telephone number, e-mail address and other contact details as well as bank account details. In the absence of information about changes, the data provided by the Partner will be treated as up to date.

7. INNUBIO entrusts the Partner with the processing of personal data of other persons participating in the System, in accordance with art. 31 of the Act of 29 August 1997 on the Protection of Personal Data (the "Act"), with their prior consent, for the purpose of implementing this Agreement, to the extent including contact details and data relating to the participation of such persons in the System, in particular data on obtained benefits in connection with participation in the System. The partner, to whom personal data will be transferred, undertakes to keep them confidential and process them in accordance with the conditions set out in the Act and in secondary legislation to the Act.

§8. DURATION OF CONTRACT, CHANGES OF THE CONTRACT, TERMINATION AND THE RESULTS OF THE TERMINATION AND CANCELLATION

1. The contract is concluded for an indefinite period.

2. INNUBIO reserves the right to change the Agreement in the manner provided for in art. 384 and 384 1 of the Civil

Code. If the Agreement is amended, the Partner is entitled to terminate the Contract on time and in the manner described in point 4 below.

3. The Partner may withdraw from the Agreement by submitting a relevant statement in writing or by e-mail within 14 days from the date of completion of the Partner's registration in the System. To comply with the above deadline, it is enough to send a statement of withdrawal before its expiry. The above permission may be exercised by the Partner by sending a written statement on withdrawal from the Agreement in the form of a form - a declaration of withdrawal from the contract, to the following address: INNUBIO Spółka z ograniczoną odpowiedzialnością, with its registered office in Kalisz, ul. Cieszyńska 17, or sending a statement via e-mail to the following address: kontakt@innubio.com. The form of the declaration on withdrawal from the contract is available on the website www.innubio.com and is made available in a form enabling its downloading, saving and printing.

4. In the event of withdrawal from the Agreement, the contract is considered void and the Partner is released from any obligations.

5. If the Partner submits a declaration of withdrawal from a contract in a form other than a written one, INNUBIO will confirm to the Partner via e-mail address (provided during registration to the System) receipt of a statement of withdrawal.

6. INNUBIO shall promptly, however, not later than within 30 days from the date of receipt of the statement on withdrawal from the Agreement, return the Partner's payment to the Partner. INNUBIO refunds the payment using the same method of payment, which the Partner used, unless the Partner agrees to a different payment method, according to the form - a declaration of withdrawal from the contract.

7. The cost of returning the Products shall be borne by the Partner. The Partner is obliged to return the Product to INNUBIO, however not later than within 14 days from the day on which the Partner withdraws from the Agreement. To meet the deadline, it is enough to return the Product before its expiry.

8. INNUBIO declares that it is entitled to withhold reimbursement of payments received from the Partner under the Agreement in the event of its withdrawal from the contract until the receipt of the Product back.

9. The Product returned by the Partner should be packed in an appropriate manner, ensuring no damage during transport. The product should be returned with complete accessories and accessories and documents issued on its sale to the following address: INNUBIO Sp. zoo, with registered office in Kalisz at ul. Cieszyńska 17,

10. The Partner is responsible for decreasing the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the item.

11. Either Party may terminate the Agreement in writing under pain of nullity with a one-month notice. The Partner who terminates the Agreement has the right to resell INNUBIO all suitable for sale (in particular originally packed and undamaged) Products, information and instructional materials purchased from INNUBIO within one month preceding the date of delivery of INNUBIO written notice, at a price representing 90% purchase price. The Partner shall bear the shipping costs of the returned Products, materials to INNUBIO according to the cheapest, usual way of delivering Products used by INNUBIO

12. The contract may be terminated for important reason with immediate effect by each Party, if:

a) the Contract Party is in arrears with the payment of receivables longer than 60 days from the due date;

b) the solvency of a contracting party will deteriorate significantly;

c) the enforcement proceedings have been instituted against the contracting party or an application has been made to declare bankruptcy, and the party has failed to prove, within the deadline set by the other party, the opening of the proceedings or submitting the application;

d) despite the written warning of one of the Parties and the expiry of 14 days from its delivery, the other Party to the Agreement shall continue or repeat breaches of the Agreement;

e) there will be circumstances preventing further performance of the Agreement, in respect of one or both Parties to the Agreement, taking into account its content and purpose. In the event of a termination notice with immediate

effect by the Partner, the Partner retains the rights set out in point. 4 above.

13. In addition, INNUBIO may terminate the Contract with immediate effect for an important reason, in particular, if the ownership relations of the Partner change, and the change will adversely affect the interests of INNUBIO. The application of this provision is particularly justified in the case of acquisition of shares in the Partner by an entity involved in competitive activities in relation to the activities carried out by INNUBIO. In addition, INNUBIO may terminate the Agreement with immediate effect for an important reason in the following cases:

- a) using by the Partner advertising, marketing or information materials regarding INNUBIO, System, Products or bearing the INNUBIO logo, which were not indicated by INNUBIO,
- b) violation of the provisions of the Agreement,
- c) attributing to the Products features that were not indicated in the product advertisement issued by INNUBIO

14. Subject to the Partner's rights provided for in point 4 above, the expiration or termination of the Agreement does not affect the validity of sales contracts concluded between INNUBIO and the Partner during the term of the Agreement.

15. In the event of withdrawal, termination or termination of the Agreement, the Partner is obliged to return all documents and objects shared with him that are the property of INNUBIO, and if their return was impossible - permanently delete from the media on which they were saved or destroy them or carriers on which they are saved. After expiration or termination of the Agreement, the Partner may not use the sign "INNUBIO Partner".

16. The Partner is not entitled, in particular in the event of termination or termination of the Agreement, the right to claim damages or to seek any other claims arising from the loss of customers, Partners at lower levels in the Partner's structure, and resulting from the expenses incurred by the Partner.

17. In the event of termination or termination of the Agreement, as well as withdrawal from the Agreement, the Partner may re-apply for registration by INNUBIO of his participation in the System at the earliest after the expiry of 6/12 months from the date of expiry, termination or withdrawal from the Agreement, system. The above does not exclude the possibility of purchasing Products as a Retail Customer.

18. In the case of the return of Products by the Partner to INNUBIO, in accordance with the applicable regulations or the Agreement, all benefits, in particular accrued Commissions, obtained by other Partners in connection with the purchase of returned Products, they change according to the return, additionally, INNUBIO will correct the number of Points granted due to the purchase of Products by the Partner, which will then be returned.

§ 9. FINAL PROVISIONS

1. All references contained in the Agreement or any other documents issued by INNUBIO referring to specific masculine concepts should also be treated as references to the female gender and vice versa. In particular, the Partner means both the participant of the System being a man and a woman. The use of the singular, unless the context indicates otherwise, also applies to the plural and vice versa.

2. The Agreement regulates in full the arrangements of the Parties to the extent that they do not supplement its provisions in other documents issued by INNUBIO. An integral part of the Agreement is the Application Form, these General Terms and Conditions and the Compensation System, however these General Terms and Conditions constitute the main document in the event of any differences in interpretation between the above-mentioned documents. In the event of discrepancies between the Agreement and other documents issued by INNUBIO, the provisions of the Agreement shall prevail.

3. INNUBIO is entitled to introduce separate regulations applicable to promotional and marketing campaigns not provided for in this Agreement, subject to § 8 point. 2 of these General Terms and Conditions.

4. If any provision of the Agreement is or becomes invalid, it shall not affect the validity of the remaining provisions of the Agreement. The parties shall agree on such an invalid provision an important provision whose effect shall be as close as possible to the actual and economic effect which was the purpose of the original provision of the Agreement.

5. In matters not regulated by the Agreement, the provisions of the Civil Code and other provisions of law binding on the territory of the Republic of Poland applicable to the Agreement shall apply.

6. The contract is drawn up in two identical copies, one for each Party, in Polish and English. In the event of a potential dispute arising from this contract, the Polish language version is decisive.

7. The court only competent for any disputes between INNUBIO and a related partner the business or professional activity of the Partner, which may result from or related to the Contract or the sales contracts concluded in its execution, the court competent is the one where INNUBIO has its seat.

Kalisz, August 01. 2019.

