

## TERMS AND CONDITIONS OF COOPERATION

### 1. Who are we and how do we operate?

Prouvé UK operates on the basis of classic multi-level marketing.

By creating simple solutions, Prouvé UK supports its Partners with high-quality Products, an innovative Career Plan and a helpful team of specialists. At Prouvé UK we want our Partners to feel confident, so that they may focus on the activities that actually improve their life quality.

Prouvé views life from a different perspective, the vital feature of which is to create homogeneous development conditions for all Partners. To observe the rules guarantees stable and durable cooperation.

Prouvé Products are unique, carefully selected and created with passion. The satisfaction of our Partners is of essence to us.

Prouvé UK is set to strengthen the Brand's market presence and that of its Products. This constitutes the reason for creating the network of Partners, who shall then distribute the Products purchased for this purpose from Prouvé UK.

The Terms and Conditions of Cooperation are to clarify the principles of cooperation between Prouvé UK and its Partners. They indicate the rights and obligations arising from the cooperation with Prouvé UK, as well as the rules of conduct aimed at preventing improper or unlawful activities.

The Commission and Rebates granted by Prouvé UK are the result of Product sales. Each Partner is an independent contractor of Prouvé UK; their financial success depends on individual performance. Having this in mind, and regardless of their position in the Career Plan, all Partners are encouraged to sell Products on a monthly basis and keep due records thereof.

The Terms and Conditions of Cooperation and the Rules of Conduct cited in paragraph 5 constitute, together with the Career Plan, inseparable parts of the Distribution Agreement concluded between Prouvé UK and the Partner. By entering into the agreement with Prouvé UK, each Partner is obliged to read and comply with the Terms and Conditions of Cooperation, the Rules of Conduct and the Career Plan.

All Partners of Prouvé UK shall act in good faith and demonstrate integrity in their activities.

### 2. How to understand the terms we are using?

In the Application Form, the Agreement, the Terms and Conditions of Cooperation, the Career Plan and other documents, all capitalized terms shall have the following meanings:

- 1. Prouvé UK Partner (the Partner)** – an individual or entity that has a contractual relationship with Prouvé UK and uses the Prouvé UK Website and Online Shop, including the Services.
- 2. Partner Account (the Account)** – an account on the Prouvé UK Website provided by Prouvé UK, to which the Partner can log in with its username and password.
- 3. Prouvé Brand (the Brand)** – all of Prouvé's rights (including copyrights and industrial property rights) to trade names, trademarks or industrial designs reported or registered by Prouvé with the Polish Patent Office, the European Union Intellectual Property Office (EUIPO), the World Intellectual Property Organization (WIPO) or the Patent Office of a given country.
- 4. Prouvé** – Prouvé spółka z ograniczoną odpowiedzialnością spółka komandytowa [a limited partnership] with its registered office at the following address: Wyścigowa 56H, 53-012 Wrocław, Poland; entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, Poland, the 6th Commercial Division of the National Court Register under KRS number: 0000665414, Tax Identification Number (NIP): 8992810863, REGON statistical identification number (REGON): 366657707, e-mail: [info@prouve.com](mailto:info@prouve.com);
- 5. Prouvé UK** – Prouvé UK is franchisee of Prouvé Sp.z.o.o. and is represented by PRO FRP LTD with its registered office at 54 St James Street, Liverpool, L1 0AB. PRO FRP LTD is registered in England under Company No 14081908; VAT 415 8982 63; PRO FRP LTD is registered with the UK Information Commissioner's Office (ICO) under registration ZB338021; e-mail address: [info@prouve.co.uk](mailto:info@prouve.co.uk), telephone number: 01474 554655, [www.prouve.co.uk](http://www.prouve.co.uk);
- 6. Products** – Products marketed by Prouvé UK under the Prouvé Brand, including information and marketing materials.
- 7. Prouvé UK Website (Website)** – online website owned by Prouvé UK, comprising the Prouvé UK Online Shop and the Partner Account, available to the Partner after logging in on the website at [www.prouve.co.uk](http://www.prouve.co.uk) to the Partner Account.
- 8. Prouvé UK Online Shop (the Shop)** – a part of the Prouvé UK Website available to the Partner after logging in on the website at the address: [www.prouve.co.uk](http://www.prouve.co.uk) to the Partner Account, enabling the Partner and Prouvé UK to enter into Product sale agreements on the terms and conditions set out in detail in the Terms and Conditions of Cooperation and the Career Plan, as well in the Regulations of Prouvé UK Online Shop.
- 9. Terms and Conditions of Cooperation (the Terms and Conditions)** – all rules set forth herein. They constitute an inseparable part of the Agreement and govern the terms of cooperation between the Partner and Prouvé UK, as well as the mutual rights and obligations of the parties.

10. **Distribution Agreement (the Agreement)** – the distribution agreement concluded between the Partner and Prouvé UK, based on the application submitted by an Applicant and accepted by Prouvé UK. The Agreement, the Terms and Conditions of Cooperation and the Career Plan jointly determine the terms and conditions of cooperation between the Partner and Prouvé UK.
11. **Partner Number (Number)** - a unique number that the Partner receives when concluding an Agreement.
12. **Recipient Customer** – an individual who can purchase Products for its own use (alternatively for the needs of relatives). However, the Recipient Customer may not be Recommending Person and is entitled only to Rebate, not a Commission.
13. **Consumer** – a person who purchases Products from the Partner in order to satisfy their own needs (end user).
14. **Partner Price** – a price at which Prouvé UK sells Products to the Partners and Recipient Customers. It is indicated in Prouvé UK online shop, available at [www.prouve.co.uk](http://www.prouve.co.uk) upon logging into the Partner Account.
15. **Recommending Person (Sponsor)** – a Partner who was referenced as Recommending Person (Sponsor) in the Agreement;
16. **Number of Recommending Person (Sponsor Number)** – the number of a Partner designated as Recommending Person (Sponsor) in the Agreement.
17. **Welcome Package** – a selection of products or their samples, selected by Prouvé UK.
18. **Career Plan** – an inseparable part of the Agreement that sets out the rules for Commission and Rebate entitlements of the Partners, as well as the terms and conditions of eligibility for their subsequent levels.
19. **Structure** – the Partners grouped under a specified Partner (i.e. Recommending Person), thus forming a network based on recommendations in such way that a Partner (Recommending Person) recommends the cooperation with Prouvé UK to an Applicant who, having become a Partner themselves, recommends it to the next Applicant, and so on.
20. **The Council of Ambassadors** – an advisory body, convened by the director of Prouvé and constituted by the Partners. Its operation and composition are specified in a separate document.
21. **Prouvé's Foreign Branch (the Branch)** – an entity bound with Prouvé by a distribution franchise agreement. Prouvé UK is franchisee of Prouvé in the United Kingdom and Northern Ireland.
22. **Application for a new account at Prouvé UK (the Application)** – the application form provided by Prouvé UK as an electronic or hard copy.

Other definitions, written in the Terms and Conditions of Cooperation with capital letters, shall have the meaning specified in the Distribution Agreement or in the Career Plan.

### **3. How to open an account (i.e. enter into the Distribution Agreement)?**

3.1. Eligible to become a Partner are:

- 1) a natural person whose age is 18 years or over,
- 2) sole trader or partnership,
- 2) limited company.

3.2. The Agreement may be concluded in one of the following forms:

- 1) In writing, by means of the Application template provided by Prouvé UK; the person or entity interested in signing the Agreement shall submit two correctly filled in and hand-signed copies of the Application to Prouvé UK (address: 54 St James Street, Liverpool, L1 0AB).
- 2) Electronically, via an online registration form available on [www.prouve.co.uk](http://www.prouve.co.uk). The person or entity interested in concluding the Agreement shall correctly fill in and submit electronically the Application form available online.

The person or entity which have submitted a correctly filled application form shall become an Applicant.

3.3. Prouvé UK hereby reserves the right to request the Applicant to submit additional documents deemed indispensable for the conclusion of the Agreement.

3.4. The Agreement shall be concluded and the Partner Account created:

- 1) (had the Application been submitted in writing:) upon the correctly filled Application form and Agreement being signed and returned to the Applicant by the representative of Prouvé UK,
- 2) (had the Application been submitted online:) upon the Applicant's acceptance of the activation link received from Prouvé UK (together with a signed copy of the Agreement) at the indicated individual email address.

3.5. Upon conclusion of the Agreement, the Partner is granted the individual Partner Number. Each Partner may have only one such number, unless otherwise provided in the Terms and Conditions of Cooperation or the Career Plan.

3.6. The Partner Number is not eligible for sale, transfer, encumbrance or any other legal action, either for payment or without payment.

3.7. Upon conclusion of the Distribution Agreement and creation of the Account, the Partner shall be enabled to log into Prouvé's UK website, i.e. [www.prouve.co.uk](http://www.prouve.co.uk) by typing their login (identification) , i.e. the email address specified in the Application, and the password. The Partner shall not disclose the Partner Account's authorization data to any third party. The Partner shall be held liable for all consequences stemming from the password's disclosure. Prouvé UK shall take all technically available and reasonable steps to protect the data stored in the Partner Account against third-party access and interference, as well as against unauthorized use of the Partner Account.

3.8. Upon conclusion of the Agreement, the Partner shall be registered within the Structure directly under the Number of Recommending Person indicated in the Application. In case the Applicant has not indicated any Recommending Person, they may be registered within the

Structure under the Number of Recommending Person designated by Prouvé UK. The same may occur when the registration within the Structure of Recommending Person indicated by the Partner is impossible or inadmissible.

**3.9.** Spouses who are also Partners of Prouvé UK may be registered only within the same Structure (as subordinates of each other).

**3.10.** A Partner must not be bound by the Agreement with Prouvé's Foreign Branch while at the same time they are bound by the Agreement with Prouvé UK.

**3.11.** The Agreement shall not be concluded:

- 1) if the Applicant is already a Partner in any other Branch,
- 2) if the Applicant used to be a Partner and the Agreement was terminated due to the breach of cooperation rules (including the Terms and Conditions of Cooperation) or loss of trust on the part of Prouvé. Prouvé UK or its Branch, unless the Council of Ambassadors is consulted and Prouvé UK subsequently agrees to enter into the Agreement due to special circumstances,
- 3) if the Applicant has already been a Partner or Partner of a Branch, and the period of six months from the termination of the previous agreement has not expired,
- 4) if the Applicant provided false information in the Application form or did not provide required documents,
- 5) if there are other actual or legal circumstances preventing the conclusion of the Agreement with the Applicant.

**3.12.** Where the Agreement is concluded contrary to the provisions of 3.11. above, Prouvé UK is entitled to terminate the Agreement with not less than 14 days written notice to be served on the other party at the address given in this Agreement, or such address as notified in writing.

**3.13.** At the request of the Partner that has concluded the Agreement contrary to any of the provisions of 3.11 above, the Parties may conclude an agreement to terminate the first concluded Agreement and continue cooperation on the basis of the Agreement concluded later.

**3.14.** The continuation of cooperation on the basis of the Agreement concluded later may take place not earlier than after 6 months from the termination of the first Agreement by mutual consent (grace period). The grace period shall not apply if the Recommending Person indicated in the first Agreement/ the Leader has given his consent.

## **4. Under what terms do we cooperate?**

### **4.1. Rights and Obligations of the Partners**

**4.1.1.** By cooperating with Prouvé UK, the Partner operates on their own behalf, at their own risk and for their own account.

**4.1.2.** By cooperating with Prouvé UK, the Partner shall perform all actions either personally or through their representatives, including proxies, to the extent specified by a power of representation issued in writing. It is prohibited to cooperate with Prouvé UK through or with the participation of false representatives, i.e. under the name of another person or company.

**4.1.3.** Under no circumstances may the Partner act on behalf of or in favour of Prouvé UK, unless otherwise expressly provided by an authorization in writing granted by Prouvé UK. The Partner shall not be bound with Prouvé UK by a contract of employment, agency agreement, or other similar agreement, under which the Partner would be authorized to act on behalf or in favour of Prouvé UK. The Partner must not mislead third parties by using terms which might suggest that they are authorized to act on behalf or in favour of Prouvé UK.

**4.1.4.** In their activities, the Partner may only use the title "Independent Partner of Prouvé UK". Additionally, in all external relations the Partner must not use titles other than "Brand Ambassador" or "Elite Brand Ambassador" that reflect the Partner's position within the Structure, based on the Career Plan.

**4.1.5.** By cooperating with Prouvé UK, the Partner shall in particular:

- 1) order and purchase Products from Prouvé UK and receive the documents confirming the sale of Products in paper and electronic form,
- 2) acquire Consumers on their own behalf and for their own account, in order to sell the Products purchased from Prouvé UK; collect product orders from Consumers; conduct direct sales of the Products purchased from Prouvé UK to Consumers with due diligence,
- 3) conduct marketing activities, including advertising and promotion of the Products with due diligence,
- 4) provide Consumers with all information regarding the Products and present the Products and their functioning to Consumers.

**4.1.6.** Prouvé UK does not require storing the Products or maintaining any particular stock levels. Prouvé UK shall grant Commission and Rebates based on Product sales to Partners.

**4.1.7.** the Partner is not obliged to act permanently as Prouvé's UK distributor for Product recipient acquisition purposes.

**4.1.8.** Each Partner is obliged to conduct their activities pursuant to the conditions set out in the Agreement, the Terms and Conditions of Cooperation, including the Rules of Conduct, the Career Plan and all applicable laws. In view of the above, the Partner must not take any action directly or indirectly conflicting with or breaching the Terms and Conditions of Cooperation with Prouvé UK, including the provisions of the Agreement, the Rules of Conduct, the Career Plan, as announced to and acknowledged by the Partners under the pain of termination of the Agreement.

**4.1.9.** The Partner shall not undertake any fraudulent or illegal business practices and shall comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 and the Trading Schemes Regulations 1997.

**4.1.10.** The Partner is responsible for compliance with all matters associated with his cooperation with Prouvé UK, including payment of all tax and national insurance contributions, and ensuring he has the necessary licences, insurance (including adequate public liability insurance),

registrations and/or permits required in order to conduct business activities. The Partner must keep necessary records as deemed necessary by the relevant authorities to ensure proper assessment and payment of any such tax liabilities.

**4.1.11.** The Partner is legally obliged to report his earnings to HM Revenue and Customs.

**4.1.12.** The Partner is authorized to conduct marketing, promotional, advertising and informative activities by means of ready-made materials prepared for these purposes by Prouvé UK.

**4.1.13.** Should the Partner wish to use, in a manner other than the one specified in paragraph 4.1.12, the Prouvé Brand and company name, trade names, Product names, as well as information materials and photographs, the rights to which are held by Prouvé, they shall be required to obtain prior express consent from Prouvé UK. The consent must also stipulate the rules for such authorization, including the scope, manner, form and time frame of said use.

**4.1.14.** The rights and obligations arising from the Agreement and its inseparable annexes may not be transferred by the Partner in favour of any third party, save the following exceptions:

- 1) Death of the Partner and resulting substitution by their heirs under the conditions set forth herein,
- 2) If such action is permitted under the provisions of law.

**4.1.15.** The Partner may, at any time, resign from participating in the system organized by Prouvé UK by submitting a declaration to Prouvé UK.

**4.1.16.** Upon submission of an effective declaration referred to in paragraph 4.1.15., the Partner acquires the right to return to Prouvé UK all sellable Products purchased previously from Prouvé UK. This also applies to instructional materials, samples and display packages purchased within six months preceding the date of resignation. Applicable rules are explained in the paragraphs 9.3.4. and 9.3.5. below.

**4.1.17.** Should the Partner apply for selling back the Products to Prouvé UK as stipulated by paragraph 4.1.16., Prouvé UK is entitled to adjust the Commission or Rebate of that Partner, based on Career Plan if such Commission or Rebate was earned because of the points awarded for the Products that were subsequently returned to Prouvé UK. Should such adjustment reveal that the Partner availed of an undue Commission or Rebate, they shall return the equivalent of undue benefits.

## 4.2. Obligations of Prouvé UK

4.2.1. By cooperating with the Partners, Prouvé UK shall in particular:

- 1) Organize the network of Partners,
- 2) Sell and supply to the Partners and Recipient Customers the Products they should order under the conditions specified in the Terms and Conditions of Cooperation. The order must be feasible and reasonable,
- 3) Pay Commission and grant Rebates to the Partners, and grant Rebates to the Recipient Customers, under the provisions of the Career Plan and the Terms and Conditions of Cooperation annexed to the Agreement.

**4.2.2.** Prouvé UK shall sell the Products to the Partners at the Partner Price and under the terms as determined in the Prouvé UK online shop, available on Prouvé's UK website upon signing into the Account.

**4.2.3.** Points are awarded by Prouvé UK to its Partners and Recipient Customers for purchases of certain Products. In each case, the score is indicated in Prouvé's UK online shop on [www.prouve.co.uk](http://www.prouve.co.uk), upon signing into the Partner Account.

**4.2.4.** Prouvé UK shall not accept any payment or order exceeding £200 from a joining participant unless 7 days have expired from the making of the agreement relating to goods or services supplied. This is in line with paragraph 10 of the Trading Schemes Regulations: a promoter of, or a participant in, a trading scheme shall not accept from a participant joining the trading scheme any payment or an undertaking to make a payment of any sum exceeding £200 unless 7 days have expired from the making of the agreement relating to goods or services supplied or to be supplied under that agreement to the participant by the promoter or any other participant under the trading scheme.

**4.2.5.** Prouvé UK shall comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 and the Trading Schemes Regulations 1997.

## 4.3. Mutual obligations

The Parties to the Agreement shall inform each other of any change in personal data immediately, and no later than 14 days from the date of the change.

## 4.4. Status of cooperation and its respective rights and obligations

4.4.1. You may cooperate with Prouvé UK as:

- 1) Recipient Customer:
  - a) shall purchase Products for their own use (alternatively for the needs of relatives),
  - b) may not be Recommending Persons,
  - c) are not required to purchase the Welcome Package,
  - d) are eligible to claim Rebate only
- 2) Partners (private individual, sole trader, partnership or limited company):
  - a) run a business in direct retail (distribution) of the Products and marketing services,
  - b) shall purchase Products for their own use (alternatively for the needs of relatives),
  - c) may be Recommending Persons,
  - d) are required to purchase the Welcome Package

e) are eligible to claim both Rebate and Commission.

**4.4.2.** Recipient Customers who run or engage in business undertakings are required to notify Prouvé UK of this fact in writing, with relevant documents attached and sent to Prouvé UK. Also, any and all changes to such data must be immediately reported.

**4.4.3.** Both Recipient Customers and Partners are required to timely collect and pay for ordered Products. In the event of breach of this obligation, Prouvé UK may refuse to complete further orders. In case of failure to collect the ordered Products, the Recipient Customer or the Partner shall bear the direct costs of returning those Products to Prouvé UK. Prouvé UK may reduce Rebate by the amount equivalent to the direct cost of return.

#### **4.5. Rules of product sales by the Partners**

**4.5.1.** The system of Product sales, organized by Prouvé UK, is a direct sale system. It means that retail activity is conducted exclusively in favour of Consumers (end-users of the Products). In this regard, the Products may not be marketed in ways contrary to the nature of direct selling, i.e. through shops, boutiques, bazaars, marketplaces, as well as other organized retail or wholesale establishments, or in any other manner inconsistent with direct sales.

**4.5.2.** The Products offered by Prouvé UK meet the applicable legal requirements of the country in which they are acquired by the Partner or Recipient Customer. Prouvé UK shall not be held liable by the Partners or any third party for damages or claims arising as a result of or in connection with cross-border sales conducted on the territory of other countries.

**4.5.3.** The Partners are required to duly convey the information about the Products and their availability to their Consumers. It shall be prohibited:

- 1) to attribute to the Products characteristics or properties other than those resulting from their specificity or those provided by Prouvé UK,
- 2) to sell expired or defective Products.

**4.5.4.** Prouvé UK shall not be held liable for acts or omissions of the Partners that may lead to improper use of the Products (i.e. contrary to their properties) resulting in Consumers' claims against the Partners.

**4.5.5.** The sales of Products by the Partner shall be conducted in compliance with generally applicable laws, including the Consumer Right Act 2015.

#### **4.6. Rules of creation and administration of websites and social media accounts**

**4.6.1.** Prouvé UK offers the Partners to create Independent Partner Websites, as well as other tools to sell and promote the Products and opportunities for cooperation with Prouvé UK on the Internet. These applications are the sole approved digital tools through which the Partners may offer the Products for sale, as well as display images, information, logos, the Brand, and any other information to which Prouvé owns the rights.

**4.6.2.** With regard to paragraph 4.1.12. the Partners may create and maintain websites to publish information about Prouvé, the Products, as well as the opportunities of cooperation with Prouvé UK, provided that said websites:

- 1) Meet the requirements set by Prouvé in the Rules for Creation and Administration of Websites, available on [www.prouve.co.uk](http://www.prouve.co.uk) upon logging into the Account. More importantly, on such website (both the main site and the sub-sites) must appear noticeably, in a clear and readable form, the following: (I) That the website belongs to an Independent Partner, and their contact data; (II) That it is not an official Prouvé UK website; (III) That the official website of Prouvé UK is available at [www.prouve.co.uk](http://www.prouve.co.uk), and
- 2) Are previously verified by Prouvé UK for the fulfilment of the website requirements.

**4.6.3.** The Partner websites may only display such contents or hyperlinks that refer to Prouvé UK or its Products. These websites must not present contents or hyperlinks that violate the general provisions of law, the provisions of the Terms and Conditions of Cooperation, or are immoral, false or misleading.

**4.6.4.** The Partners shall not register domain names containing the word "Prouvé".

**4.6.5.** The Partners shall not create or run social media pages/accounts with the name, logos, images, etc., which may be misleading as to whether they are official sites of Prouvé UK.

**4.6.6.** The Partners are not authorized to publish, in whatever form or outlet, any content or images, including photos and videos, that were previously published on the website of Prouvé UK, unless an express consent for such publication is issued by Prouvé UK.

**4.6.7.** The Prouvé Brand may only be used in the formats made available by Prouvé UK on [www.prouve.co.uk](http://www.prouve.co.uk). The Brand must not be modified. The Partner may use the Brand only in the form of a page header or page footer, as a part of an email signature, and only in their original formats.

**4.6.8.** Should the Partner undertake activities in the field of search engine marketing (e.g. by using Google Adwords), they shall adhere to the rules provided by Prouvé UK for Internet activity and consider the following:

- 1) Any advertisement must clearly indicate that it was created by an Independent Partner,
- 2) The word "Prouvé", the Prouvé Brand, as well as Product names must not be used as keywords.

### **5. What are our Rules of Conduct? What kind of activity is prohibited?**

#### **5.1. Rules of Conduct**

Partners, in their cooperation with Prouvé UK, shall operate in an ethical manner, i.e. they, without limitation:

- 1) shall present Prouvé products and the terms and conditions of cooperation with Prouvé UK honestly and thoroughly, shall not mislead potential buyers as to the origin of the Products, their qualities, etc., and they shall not mislead potential Partners as to the terms and conditions of cooperation;
- 2) shall use only the materials provided or unequivocally approved by Prouvé UK when presenting the Products or terms and conditions of cooperation;
- 3) shall not resort to dishonest, misleading practices during the sales of Products or when recommending cooperation with Prouvé UK, including unlawful market practices or unlawful comparative advertising;
- 4) shall sell Products only directly and avoid all forms of sales that are contrary to the nature of direct selling;
- 5) shall process Consumers' orders conscientiously and on time and will allow Consumers to exercise their rights;
- 6) shall, in their relationships with other Partners, comply with the principles of mutual respect, honesty and shall not undertake any action aimed at poaching Partners from the Structure of another Partner or incite them to stop working in another Partner's Structure;
- 7) shall comply with the provisions of the Distribution Agreement, Terms and Conditions of Cooperation, Career Plan and other terms and conditions of cooperation disclosed and known to Partners, and with applicable laws.

## 5.2. Prohibited Acts

5.2.1. The following acts shall be deemed as prohibited in the course of cooperation between Partners and Prouvé UK:

- 1) acts or omissions that breach the Terms and Conditions of Cooperation, including Rules of Conduct;
- 2) sponsoring new Partners without their knowledge and without their entering into the Distribution Agreement;
- 3) sponsoring nonexistent individuals or entities;
- 4) buying Products on behalf of another Partner without their knowledge and consent;
- 5) buying Products in quantities exceeding the current needs, including sales needs, or inciting other Partners to do so;
- 6) selling Products to other individuals or entities for reselling and entrusting third parties with the selling of Products;
- 7) selling and displaying Products in any retail outlet (including shops, newsagents, stalls, markets) and selling Products in any form that is contrary to direct selling;
- 8) using, circulating, or selling any marketing, advertising, promotional, information materials that have not been provided by Prouvé UK and that contain the Prouvé Brand, Prouvé name, trading name, Product names, or any information materials or pictures copyrighted by Prouvé without obtaining Prouvé's UK consent beforehand;
- 9) using other names within the Structure than provided in the Career Plan, created on the basis of cooperation with Prouvé UK, and for purposes related to selling Prouvé products or providing marketing services for the Prouvé Brand;
- 10) operating the website in a manner that violates the provisions of 4.6.2. and 4.6.3. above.

## 5.3. Consequences of the failure to comply with Rules of Conduct or carrying out prohibited acts

5.3.1. The breach of any provisions of 5.1. or 5.2. above shall constitute grounds for Agreement termination with immediate effect by written notice to be served on the other party at the address given in this Agreement or such address as notified in writing.

5.3.2. Should any doubts arise regarding the Partner's compliance with the Rules of Conduct or undertaking any acts prohibited in the course of cooperation with Prouvé UK, the Council of Ambassadors shall convene to establish the facts and issue an opinion.

## 6. How do we process and protect personal data?

6.1. The Controller of your personal data is Prouvé UK represented by PRO FRP LTD, Company No.:14081908, with its registered office in the United Kingdom, 54 St James Street, Liverpool, L1 0AB. The company can be contacted via e-mail address: info@prouve.co.uk, telephone number: 01474 554655, www.prouve.co.uk („Prouvé UK”). We are registered with the UK Information Commissioner's Office (ICO) under registration ZB338021. Data Protection Officer (DPO) for Prouvé UK is Marcin Figura.

6.2. Prouvé UK processes Partners' personal data in compliance with generally applicable laws, including 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). Your data is protected according to the Data Protection Act 2018 which is UK's implementation of the General Data Protection Regulation (GDPR).

6.3. Prouvé UK processes its Partners' personal data for the following purposes: performance of the Agreement and its annexes, i.e. Terms and Conditions of Cooperation and Career Plan, including the organization of Partners' networks, maintaining contacts with Partners, organization of programmes (loyalty or incentive programmes), ordering Products by Partners, carrying out financial settlements, documentation of business transactions, score keeping, calculation of Rebates and Remuneration and recording them, and as evidence during the limitation period

6.4. Prouvé UK processes Partners data for the duration of the Agreement, and at least 12 months after its termination.

6.5. In order to implement the Agreement or other activities related to the provision of its services or the sale of its Products, Prouvé UK has the right to transfer Partners personal data to the following groups of recipients: (I) persons authorized by Prouvé UK, i.e. employees and associates who must have access to these data to perform their duties, (II) to processors to whom Prouvé UK will entrust data for processing i. e. companies providing for Prouvé UK IT services, accountant services, law company, training companies cooperating with Prouvé UK, companies organizing meetings, events for Partners, (III) other recipients of the data such as carriers (Courier Companies) support Prouvé UK or banks.

**6.6.** Prouvé UK declares that pursuant to the Data Protection Act 2018 entrusts the Partner with processing personal data of other Partners in the scope and for the purpose specified by the Agreement and Terms and Conditions of Cooperation, and the Partner shall process the entrusted data in compliance with the generally applicable laws. Prouvé UK entrusts the Partner with the following personal data of other Partners: (I) name and surname (II) the Partner Number, (III) e-mail address, (IV) phone number, (V) date of the creation of the Account, in order to perform the provisions of the Agreement, Terms and Conditions of Cooperation and Career Plan and to authorize the Partner to process this data in particular in their IT system.

**6.7.** The Partner shall in particular: (I) process the personal data entrusted by Prouvé UK only in the scope and for the purpose specified in 6.6 above, (II) immediately return the entrusted personal data when they finish the cooperation with Prouvé UK and to remove such data from any electronic data storage devices on which the Partner saved the data.

**6.8.** If any files sent contains personal data, such files shall be protected by cryptographic means of personal data protection when sent over a public network.

**6.9.** Prouvé UK shall be entitled to control the security measures applied by the Partner to protect personal data. The Partner shall enable Prouvé UK to carry out such a control immediately after receiving notice of it.

**6.10.** Each Partner shall have the right to access their data and receiving a copy, correct them, remove them, restrict its processing, object to the processing, and to transfer the data, subject to the right of Prouvé UK to retain such data for such time and extent as is necessary in pursuit of its legitimate interests.

**6.11.** In the case that the Partners data are processed by Prouvé UK on the basis of their consent, at any time, the Partner can raise an objection or withdraw their consent to have their personal data processed.

**6.12.** Data of a Prouvé UK Partner may be transferred outside of the United Kingdom and the European Economic Area (EEA), that is to other Prouvé branches, however, we wish to ensure you that if this is a case, we will guarantee a high level of security of personal data. These guarantees result in particular from the obligation of applying standard contractual clauses adopted by the Commission (EU) or the participation in the „Privacy Shield” as established by Council Implementing Decision 2016/1250 of 12 July 2016 on the adequacy of the protection provided by the EU-U.S. Privacy Shield. Any data transfer outside of the United Kingdom will comply with provisions of the Data Protection Act 2018.

**6.13.** The Partner has the right to file a complaint to the Information Commissioner’s Office (ICO).

## **7. What do we do in case of inheritance?**

**7.1.** Should the Partner cooperating with Prouvé UK as a natural person die, his general rights and obligations under the Agreement (and other documents related thereto) are transferred to the heir, subject to the clauses below.

**7.2.** If there is more than one heir, general rights and obligations referred to above is transferred only to one of the heirs, either indicated by all eligible heirs by means of a declaration in the form of Will or in writing with signatures certified by a commissioner for oaths, notary public, or by means of a court ruling.

**7.3.** In order for the transfer of general rights and obligations to the heir to be successful, the heir must submit to Prouvé UK an application in writing accompanied by one of the documents referred to in 7.2. above, not later than within 3 months from the opening of the inheritance.

**7.4.** If the person referred to in 7.3. above is already a Partner, from the moment of taking over the general rights and obligations of the deceased they may cooperate with Prouvé UK using their previous Partner Number and the Partner Number of the Partner whom they succeeded.

## **8. What is Confidential information and how do we protect it?**

**8.1.** “Confidential Information” shall be all the data included in the reports about the Structure and available after signing in to the Partner Account, as well as information that constitutes a trade secret of Prouvé, that is non-public technical, technological, organizational information belonging to the company or any other information bearing business value in relation to which Prouvé UK undertook necessary measures to keep them confidential, and any other information that Prouvé UK identified as confidential (including by using the terms “For internal use only”, “Prouvé Partners only”).

**8.2.** The Partners shall keep Confidential Information secret and shall not use it for other purposes than increasing the sales of Product or cooperating with the Structure.

**8.3.** The Partner may not transfer, use or disclose Confidential Information to third parties (except for other Partners) without obtaining Prouvé’s UK consent in writing.

## **9. When does the Agreement expire, when can it be suspended or the Agreement or cooperation terminated?**

### **9.1. Expiration of the Agreement**

**9.1.1.** The Agreement expires when:

- 1)** the Partner who is a natural person dies, subject to the point 7 above;
- 2)** the Partner is declared bankrupt;
- 3)** liquidation proceedings concerning the Partner who is a legal person or a commercial company are launched;
- 4)** Prouvé UK receives a declaration from the Partner stating that they have withdrawn from the system organized by Prouvé UK and referred to in 4.1.15 above;

- 5) one year (calculated from the date of entering into the Agreement and next from the date of last Order) lapses without the Partner purchasing Products from Prouvé UK worth at least 100 points.

## **9.2. Temporary termination (suspension) of the Agreement**

**9.2.1.** Prouvé UK shall be entitled to temporarily terminate (i.e. to suspend) the Agreement with the Partner with immediate effect, if the Partner violates the Agreement, Terms and Conditions of Cooperation, including Rules of Conduct, Career Plan or other binding terms of cooperation provided by Prouvé UK and known to the Partners, or if they do not discharge their obligations towards Prouvé UK.

**9.2.2.** The temporary termination (suspension) can remain in place until the facts are clarified, provided that the total period of temporary termination shall not exceed six full calendar months counting from the month following the month in which Prouvé's UK notice of temporary termination was delivered to the Partner.

**9.2.3.** During the period of temporary termination (suspension) of the Agreement, the Partner Number shall remain in its previous place in the Structure.

**9.2.4.** If, before the the period of temporary termination (suspension) lapses, the Partner and Prouvé UK reach an agreement regarding further cooperation, the Partner and Prouvé UK make an Agreement, and the Partner reclaims their previous Partner Number and remains in their previous place in the Structure. If no agreement is reached, the Agreement terminates as of the last day of the temporary termination period.

## **9.3. Termination of the Agreement**

**9.3.1.** The Agreement can be terminated with at least 14 days' written notice:

- 1) by the Partner,
- 2) by Prouvé UK for an important reason, i.e.: loss of trust, breach of 4.1.4, 4.1.5, 4.1.9, 4.1.11, 4.1.13, 4.5.3, 4.5.5, 4.6.2 - 4.6.8 of the Terms and Conditions of Cooperation by the Partner. The Partner may file a motivated request to withdraw the notice of termination. In considering the request, Prouvé UK shall consult with the Council of Ambassadors.

**9.3.2.** A Partner who would like to begin cooperation with another Prouvé Branch using their previous Number should submit a relevant declaration stating such intention and enter into an agreement with relevant Prouvé Branch within 14 days from the termination of the Agreement with Prouvé UK.

**9.3.3.** The Agreement can be terminated by Prouvé UK immediately in writing, if the Partner breaches the terms of cooperation laid down by the Agreement, Terms and Conditions of Cooperation, Career Plan, including the following:

- 1) concluding the Agreement contrary to the provisions of 3.12. of the Terms and Conditions of Cooperation, subject to the provisions of 3.13. of the Terms and Conditions of Cooperation;
- 2) the failure to inform Prouvé UK about the changes to the Partner's legal status, including the changes to the scope of their business, suspension of business or closure of business and to their current tax status,
- 3) irregularities in the Rebates or Commission caused by placing a fake order by the Partner which has led to a return of Products and the purpose of which was to obtain undue benefits or additional benefits from Prouvé UK,
- 4) doing business or placing orders on behalf of or for account of third parties, especially without their knowledge and consent,
- 5) engaging in activities (regardless of their form) that compromise Prouvé's UK interests, good reputation, market position, or image,
- 6) engaging in activities the purpose of which is for the Partner (Partners) to stop operating in their previous place in the Structure and start operating in another place in the Structure or the Partners network—in person or by an unauthorized agent, i.e. using a name of another individual or company,
- 7) violating any provisions of 5.1 or 5.2 of Terms and Conditions of Cooperation,
- 8) using personal data in a manner non-compliant with the Terms and Conditions of Cooperation, entrusting the processing of personal data (outsourcing) to a third party without the consent of Prouvé UK or failure to stop processing personal data incorrectly, despite a relevant demand made by Prouvé UK.

**9.3.4.** The Partner has the right (a) to cancel the Agreement without penalty within the first 14 days of this Agreement by notifying Prouvé UK in writing at the address given in this Agreement (or such address as notified in writing) and (b) to return all products to Prouvé UK for a full refund, provided the products are returned in the same condition as supplied to the Partner (c) to recover from Prouvé UK any monies which he has paid to or for the benefit of Prouvé UK or any other direct seller in connection with his participation or in accordance with the provisions of the trading scheme (including training and promotional materials, business manuals and kits); and (d) to cancel any services ordered within that period under the scheme and to recover any monies paid in respect of such services not yet received.

**9.3.5.** Should the Partner wish to terminate the Agreement more than 14 days after entering into it, he will have the right, within 21 days of the date of termination, to return to Prouvé UK, at the address notified to him:

- 1) all products purchased from Prouvé UK within 90 days prior to the date of termination (including training and promotional materials, business manuals and kits) and to recover from Prouvé UK the price paid (VAT inclusive), less (a) a reasonable handling charge of 10% (b) any commissions, bonuses or benefits (in cash or in kind) received by the Partner in respect of those products, within the previous 120 days and (c) any amounts due from the Partner to Prouvé UK on any account. In the case of products which have deteriorated because of the Partners' own fault, Prouvé UK shall have the right to deduct an amount to reflect their resulting diminution in value.
- 2) return and claim a partial refund for products which were purchased more than 90 days and up to one year prior to the date of termination of the Agreement and which remain unsold by the Partner, less (a) a reasonable handling charge of 10% (b) any commissions, bonuses or benefits (in cash or in kind) received by the Partner in respect of those products, within the previous 120 days and (c) any amounts due from the Partner to Prouvé UK on any account. In the case of products which have diminished in value for any reason, Prouvé UK shall have the right to deduct an amount to reflect their diminution in value.



#### **9.4. Obligations after the termination of the Agreement**

**9.4.1.** The termination of the Agreement, reasons notwithstanding, does not exclude or limit the Partner's liability to Prouvé UK.

**9.4.2.** The Partner shall be released from all future contractual obligations to Prouvé UK.

#### **9.5. Partner Number after the termination of the Agreement**

If the Agreement is terminated, regardless of the reason, except for the circumstances specified in point 7 above and except for the transfer of general rights and obligations to another Partner pursuant to 4.1.14(2), the Partner Number remains in its previous place in the Structure, and Prouvé UK can dispose of it at its discretion, whereby the disposal of such Partner Number by Prouvé UK is preceded by consultation with the Council of Ambassadors or the Recommending Person.

#### **10. What else should you know?**

**10.1.** The Agreement has been made for an indefinite period of time.

**10.2.** The Terms and Conditions of the Cooperation constitute an annexe to the Distribution Agreement and lay down the terms of cooperation between Prouvé UK and the Partner.

**10.3.** Prouvé UK shall be authorized to amend the Terms and Conditions of Cooperation, Career Plan, and other documents regulating the terms and conditions of cooperation between Prouvé UK and the Partner upon due notice to the Partner for important reasons, such as the necessity to: (I) adjust the provisions contained in the documents to the applicable laws, (II) modify the method of determining/calculating Rebates and Commissions, (III) implement changes in Prouvé's UK IT system used to serve the Partner network, (IV) regulate those terms and conditions that raise doubts or are contentious as far as their application by Partners is concerned, (V) implement organizational or legal changes in Prouvé UK, however, a change to Prouvé's UK legal form or a change of the name shall not constitute an amendment of the Agreement or Terms and Conditions of Cooperation.

**10.4.** Introducing changes referred to in 10.3(II) or (IV) shall be subject to previous consultation with the Council of Ambassadors.

**10.5.** Prouvé UK shall inform the Partner about each change by means of mail, Message inbox available on the Partner Account after signing in, or via e-mail sent to the address provided by the Partner who, within 14 days from obtaining the information, shall have the right to file a declaration in the form prescribed by the law refusing to accept the change proposed by Prouvé UK. The refusal shall be construed as a termination of the Agreement by the Partner with the notice period. If the Partner does not file any declaration within this period, it shall be construed as a consent to the proposed changes.

**10.6.** The headings used herein are for reference purposes only and shall not be considered in the interpretation of the Agreement and Terms and Conditions of Cooperation or the Career Plan.

**10.7.** In matters not provided for in the Agreement, Terms and Conditions of Cooperation, Career Plan, applicable UK laws apply.