

GENERAL TERMS OF DISTRIBUTION

These general terms govern the relations between:

Natura4Ever SA, located at 35, rue JF Kennedy in L-7327 Steinsel, Luxembourg, registered in the Luxembourg Companies Register under number B182625, Siret 80056574900010, with a capital of 31,000 Euros.

And,

The Distributor (natural or legal person) whose details are mentioned in the “Request for distribution approval”, hereinafter also referred to as the “Contract”.

1. Terms and procedures for membership

The Distributor declares to be over the age of 18 years, to have the full capacity to enter into contracts and to not be legally prohibited from practicing a profession or business activity, and to reside in the country that it has mentioned in the registration form.

The Distributor must be sponsored, and up-to-date with the payment of the annual administrative fee.

Insurance

Before starting any professional activity, the company shall inform the Distributor that it must take out an insurance policy adapted to its profession (coverage for “professional liability”) and warranting it against any damage that it may cause to third parties in the exercise of its activity.

In addition, an Independent Distributor must purchase coverage for professional use of his vehicle, even if the activity remains occasional, as a simple insurance for “home-work-leisure” commutes does not cover his travel expenses, unless expressly agreed by his insurance company.

2. Obligations of the distributor

The Distributor acknowledges that it has not received any income guarantee or any guarantee of profit or success. No statement has been made by Natura4Ever or a sponsor regarding guaranteed profits or projected revenues as a result of a Distributor's efforts. The Distributor shall not declare, directly or indirectly, that anyone may earn or will earn any amount, net or gross, or that it is easy to obtain or retain the sponsorship of another Distributor, or that another Distributor or some of them will be successful. The Distributor thus agrees:

- to not indicate that the distributors' commissions are guaranteed or obtained without work.
- to not make promises of illusory profits and to not present network development as a simple increase in the workforce and income.

The Distributor exercises its activity of sale and facilitation with third parties without any consideration of gender, assumed or actual affiliation with a race, an ethnic or religious or spiritual group, or a political opinion. It undertakes in particular to inform the Company about any act contrary to this provision that is brought to its attention in the course of its activity.

Status

The Distributor is declared to be responsible for its own activity and is not a partner, legal representative or employee of Natura4Ever or any party with which Natura4Ever performs operations or business activities. The Distributor shall not claim to be a partner or a legal representative of Natura4Ever or of any party with which Natura4Ever carries out operations and will not have the status of employee, whether for legal or tax purposes. Natura4Ever will not be liable for any debt subscribed by the Distributor, regardless of its nature or origin, whether or not the corresponding obligation arose during the term of this Contract.

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Exclusivity and ethics

This Contract gives the Distributor the non-exclusive and limited right to promote and sell Natura4Ever's products and services, subject to compliance with the General Terms of Distribution regularly communicated by Natura4Ever. In the context of the sale or promotion of Natura4Ever products and/or services, the Distributor will conduct its business in compliance with the laws, ethics and morals, and refrain from making any false claims or misrepresentation concerning the existing reports between itself and Natura4Ever, or concerning the products. The Distributor carries out its business by complying with a duty of loyalty towards its customers, other Distributors, administrations and the Company itself. Any breach of the law, regulations, ethical provisions and company rules may result in the termination of this Contract without notice by the Company.

Natura4Ever distributes personal wellness products that are intended neither to carry out diagnoses nor to heal any pathology. The distributor undertakes to present the products only using the terms contained in the official documentation made available to it by Natura4Ever, both in printed and digital form. Any breach of this rule would result in the immediate termination of the contract between the Distributor and Natura4Ever in the manner provided for in the Contract cancellation clauses in §4 "The Contract".

The Distributor undertakes to inform the company about any criminal violation that is brought to its attention in the course of its activity.

Terms of exercise of the activity

An Independent Distributor must make a declaration of commencement of activity to the Business Formalities Centre of his country.

For its activity, an Independent Distributor is subject to the provisions of the Commercial Code of his country.

The Independent Distributor prospects, exhibits, demonstrates and sells the company's products exclusively to individuals and not to commercial establishments, in compliance with the terms defined by the articles of the Consumer Code of door-to-door selling of the country.

The Distributor may register with the Companies Register (C.R.).

The Distributor is free to determine the methods of exercise of its activity and to determine its working hours under this Contract as well as these General Terms of Distribution. The Distributor may sponsor other Distributors who provide Natura4Ever with their "Request for distribution approval" and the related administrative documents within fifteen (15) days. The Distributor is responsible for training and providing assistance to all other Distributors of its team and undertakes to maintain regular communication for this purpose, in verbal and written form. The Distributor receives commissions for its follow-up, facilitation and training of its referrals without there being any relationship of subordination between them. The Company draws the Distributor's attention to the importance of training for the exercise of its activity.

The Distributor may co-opt as many personal customers as it wishes.

As part of the off-premises sale, the distributor undertakes in particular to provide each client with a pre-contractual information document and a purchase order informing it of the rights available to it under the Consumer Code. The Distributor must keep the purchase order for a period of 10 years.

The Distributor also undertakes to comply with the requirements of the Code of Ethics for Direct Selling, the Code of Conduct for Direct Selling Companies and the Charter for Direct Selling through Dealers, a copy of which is attached hereto.

Product presentation

a. Retail establishments. The Distributor is not authorised to sell the Products or to promote business opportunities in Retail establishments. In a Retail establishment, it is acceptable to have a display unit with a sample of each product or several images of such products, but only for advertising purposes. No product may be sold on the premises of the Retail establishment. Retail establishments may not display or advertise products in a manner that would be visible from outside the store.

b. Service establishments. No advertising banner promoting the products or any other sales tool must be displayed to the general public in a manner that would evoke interest and prompt it to enter the Service establishment.

Competition and duty of loyalty

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During the term of this Contract, the Distributor shall not, directly or indirectly, sell or promote products provided by Natura4Ever through any person or entity other than that expressly designated or approved in writing by Natura4Ever. The Distributor shall not, during the term of this contract, and for a period of ninety (90) days thereafter, whether directly or indirectly, divert, lure or seek to attract any customer or any service provider of Natura4Ever products and services, whether or not the Distributor initially brought this customer to Natura4Ever. Any customer sought by Distributors acting on behalf of Natura4Ever and its product and service provider(s) will be deemed a customer of Natura4Ever or its product and service providers and will not be a customer of the Distributors. The Distributor acknowledges that this prohibition will be strictly enforced and that suppliers of Natura4Ever products and services will be third-party beneficiaries of this prohibition, which will also apply to any proprietary and confidential Natura4Ever information that the Distributor receives. In addition, during the term of this Contract and after its termination, the Distributor will not be able to establish any direct marketing relationship with any suppliers of Natura4Ever products and services.

The Distributor may not enter into other distribution agreements with a company that distributes a range of directly competitive products and/or services without the prior written consent of the company.

During the execution of this contract and after its termination, the Distributor shall not, for any reason whatsoever, disclose to third parties or use for its personal benefit any information entrusted to it by the company.

The Distributor is also prohibited from taking unfair actions against another company, including misappropriation vis-à-vis the distributors of another company.

Any violation of this commitment and this term may result in the termination of this Contract.

Legal, fiscal and social obligations

The Distributor undertakes to register with the Companies Register (C.R.) or the Special register of sales agents as soon as the thresholds mentioned in the Decree of 31 May 2001 are reached.

The Distributor will personally bear all taxes and duties imposed by law, including income taxes, as well as, where applicable, the proper collection of VAT on all sales and commissions. The Distributor will preserve in due form the documents necessary for the calculation and payment of all payable taxes and duties. The Distributor undertakes to register with the tax authorities as soon as the thresholds for VAT liability are met.

In the event that the Distributor has been registered for the purposes of payment of VAT and ceases to be liable, whether on a voluntary basis or because the VAT liability threshold is no longer met or for any other reason, it will be required to notify Natura4Ever that it is no longer subject to VAT within fourteen (14) days from the date on which it is no longer subject to VAT.

In the event that the Distributor registers for the purpose of being subject to VAT at any time, it undertakes to provide Natura4Ever with a copy of its registration certificate and an invoice comprising the VAT for the amounts owed to it by Natura4Ever. If Natura4Ever is obliged to make any VAT payment to the tax authorities due to the failure of the Distributor to notify its non-taxability, the latter acknowledges Natura4Ever's right to recover from it the amount of such VAT by deducting it from the account opened by it with Natura4Ever or by any other method which could be used by Natura4Ever if necessary.

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Legal provisions

1. The Distributor acknowledges having read and fully understood the registration form (Request for distribution approval), whether it is in paper or electronic form and the Compensation Plan. Each of these separate documents has been expressly incorporated herein in its present form by way of this reference and constitutes the entire agreement between Natura4Ever and the Distributor. The Distributor further acknowledges that Natura4Ever reserves the right to modify, at its sole discretion for the purpose of responding to economic market changes, changes necessary to make the activity sustainable, and at any time, these General Terms of Distribution and the Compensation Plan of Natura4Ever as well as its other documents and recommended retail prices of the products, by written communication to the Distributor through the Natura4Ever communication system, provided that Natura4Ever notifies the Distributor in writing with a notice period of 1 month. The continuation of the Distributor's activities regarding the sale of products, commercial opportunities offered by Natura4Ever, or both aspects jointly, after notification of any revision of this Contract, the General Terms of Distribution and the Compensation Plan shall represent agreement on its part of these revisions and will result in the modification of the General Terms of Distribution and Compensation Plan, with legal effects binding on the parties. If the information provided to the Distributor by persons other than Natura4Ever including the sponsor or other Natura4Ever Distributors, regarding Natura4Ever, its activities, the status of Distributors and other matters, is not compatible with or is contradictory to the terms of this Contract (including the General Terms of Distribution of Natura4Ever), the terms of this Contract will prevail.

For the purposes of this Contract, the Distributor's address set out in the Request for distribution approval or where it is available on the online electronic form will be deemed to be the Distributor's correct address for as long as it has not been the subject of a change notified in writing to Natura4Ever.

3. The Distributor acknowledges that the Contract will not be modified or amended, except by a written act signed by Natura4Ever or in the context of Article 6 hereof "Advertisements, announcements". Each party acknowledges that at the time of entering into this Contract, it does not rely on any representations, promises, undertakings, warranties or other indications (written or oral) of any kind whatsoever that are not contained in this Contract (any terms, warranties or other provisions of a law are therefore excluded to the fullest extent permitted by law).
4. If a competent authority determines that a provision of this Contract is void or unenforceable, whether in whole or in part for any reason whatsoever, the validity of others provisions or parts thereof shall not be affected.

Exclusive rights

The distributor acknowledges that Natura4Ever expressly reserves all exclusive rights to the corporate name, logo, trademarks, services and copyrighted material ("Exclusive Rights"). The Distributor is granted a non-exclusive license during the term of this Contract, for the use of the Natura4Ever Exclusive Rights in any form whatsoever, except as otherwise authorised in writing by Natura4Ever or as part of the advertising or promotional material provided, designed or published by Natura4Ever.

The Distributor shall refrain from photocopying or reproducing any material provided by Natura4Ever or acquired by Natura4Ever without the written consent of Natura4Ever.

Any unauthorised use of any Exclusive Right will constitute a violation of the law, and will be grounds for termination of this Contract by Natura4Ever.

Representation of the company

The Distributor shall refrain from expressing views on behalf of Natura4Ever, about its products or services, through interviews or articles on television, radio or in any media, print or otherwise, unless it is with the prior written consent of Natura4Ever.

Payments of the Distributor

The Distributor will make payments for all products, services and materials acquired from Natura4Ever on the due date. In the event of default, Natura4Ever will be able to offset the amounts due against any claim that the distributor has on Natura4Ever under the Compensation Plan.

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3. Obligations of Natura4Ever

The “Natura4Ever communication system” includes all communication methods used by Natura4Ever to communicate with the Distributors at any time, including, but not limited to, the Natura4Ever intranet for Distributors, e-mail, telephone, fax, newsletters and/or post.

Products

Natura4Ever undertakes to complete the Distributor's orders within the territorial limits in which it performs its activity, subject to the availability of stocks, and to apply to it the Distributor rate in force; Natura4Ever is not responsible for delays or non-compliance with deliveries due to force majeure events. In addition, Natura4Ever, in accordance with the Consumer Code of the country, agrees to take back as per the terms of purchase, upon the termination of this contract, the inventory of goods for resale and unsold items acquired in the last 12 months; up to 90% of the actual cost of acquisition.

The price is payable in cash, in full on the day of delivery of the products and as indicated on the invoice delivered to the Distributor. The products remain the property of Natura4Ever until full payment of the price.

The Distributor must have sold at least 50% of its previous order before placing its next order.

Commissions

In return for their performance in accordance with the provisions of Article 2 (Obligations of the Distributor) and after they have been justified, Natura4Ever undertakes to pay the Distributor on a monthly basis, no later than the 30th of the month following their acquisition, the corresponding bonus and compensation in the form of commissions calculated on the orders completed and actually paid to Natura4Ever according to the rules of the “compensation plan” in force on that date, with the deduction of all amounts that the Distributor would have to pay Natura4Ever for any reason whatsoever.

All other payments that the Distributor will receive are based on the fulfilment of certain qualifying conditions defined in the Compensation Plan. In order to receive the commissions, the Distributor will have to focus on selling the products to customers who are not members of the Natura4Ever network. Natura4Ever may revise its commission rates for promotional products or products for which the price is negotiated.

4. The Contract

Membership of this Contract between the Distributor and Natura4Ever is subject to Natura4Ever's acceptance of such membership. The registration is done initially by the sponsor (sponsorship) who inputs the involvement electronically. The new Distributor is responsible for the immediate payment for its membership, and completing, then signing the “Request for distribution approval” form and returning it, duly completed and signed, accompanied by the administrative documents requested, within fifteen (15) days. The distributor has a period of 30 days after the confirmation of this approval to waive, in writing, its request for approval.

The “effective date” refers to the date on which Natura4Ever accepts the registration of the Distributor to become a Natura4Ever Distributor by integrating the registration form in the Natura4Ever system. This is the date on which **the contractual relationship** between the Distributor and Natura4Ever begins.

The “period” corresponds to the term of the Contract chosen (Independent Distributor, company registered in the C.R.) and begins, for a first period, from the Effective Date until the end of a period of 12 month following the date of payment of the participation fee, and any additional period of 12 consecutive months if the Distributor chooses to renew its contract, as stipulated in these General Terms of Distribution.

Renewal of the contract

This Contract will be renewed by tacit agreement, each year for successive one-year periods, upon payment of the annual administrative fee, unless terminated by the Distributor thirty (30) days prior to the anniversary date or, in the event of termination by Natura4Ever, via a written notice that will be sent at least thirty (30) days before the anniversary date. Any notice served under this termination clause, which will be sent by post to the registered office of the parties, or to any other address that

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one of the parties has notified in writing to the other, shall cause the notice period to start from the date of dispatch.

Transferability of the contract

The Distributor may not assign or transfer during its lifetime, the rights granted hereunder relating to the Independent Distributor or that of any commercial companies granted hereunder, to any other individual, partnership or capital company, **unless it is with the written, prior and express agreement of Natura4Ever.**

Impact of a marriage, divorce or death

1. Marriage. A spouse is deemed to have a Beneficial interest in a contract. As a result, the Distributor will be responsible for all acts and omissions of the spouse. If two Distributors get married, they can keep their respective Contract. However, all other conditions of the Beneficial interest rules related to the Contract apply to both Concessions.
2. Divorce. When a married couple whose two names appear as Distributors on the Distributor Agreement, separates or divorces, the Company continues to pay the earnings due under the Compensation Plan in the same manner as before the divorce or separation, until the Company receives a certified copy of the enforceable divorce judgment or any other court order giving instructions regarding payments and/or assignments of rights under the Contract. When the court orders a change of ownership, the spouse that remains the Distributor must provide an amended Distributor Agreement. The Contract will not be shared.
3. Death and succession. In the event of the Distributor's death, the Contract is assigned to the legal successor under the Concession (meeting the conditions set out in the Contract) in accordance with the laws in force. The Company shall require certified copies of the death certificate (or medical certificate), the will, court order or tribunal order or any other appropriate legal document. The successors and assigns must provide an amended Distributor Agreement. The Company reserves the right to make payments to the deceased Distributor's estate upon receipt of the death notice. If the legal successor wishes to terminate the account, he must provide a written and signed termination request accompanied by the appropriate legal documents proving the death. If the legal successor under the Concession is itself a Distributor, the Company will assign the multiple Beneficiary interests under the estate for up to six (6) months. Within this period, the Distributor must have sold or otherwise disposed of either the Concession originally owned by him or the one he inherited.

Contract termination clauses

1. The Distributor may terminate this Contract by written notice to Natura4Ever within thirty (30) days from the date of conclusion of this Contract and:
 - a) The Distributor may, within 21 days of this termination, return for full reimbursement by Natura4Ever, all products that it has acquired as part of the Natura4Ever activity and that remain unsold (and where appropriate the promotional and training material acquired by him), as soon as he restores them to their original state. The distributor will also be reimbursed for the annual administrative costs.
 - b) The Distributor may request Natura4Ever to reimburse him within 14 days for any sum paid to Natura4Ever after receipt of the products.
 - c) The Distributor may, within 14 days, cancel any products it has ordered and obtain a reimbursement of any amounts paid for these products, provided that they have not been supplied.
2. In the event of termination of this Contract at the initiative of either party, the Distributor may, at his expense, return to Natura4Ever all products (including promotional and training materials, manuals, resalable or usable sales kits) that it has acquired as part of its activity as Distributor for a period of one year prior to such termination against the repayment of 90% of the price (excl. tax) that the Distributor paid in such capacity minus an amount equal to:
 - a) any commissions, bonuses and other benefits received by the Distributor in respect of the returned products;
 - b) any amount payable by the Distributor to Natura4Ever for any reason whatsoever;
 - c) the amount of transport and handling charges applied to the order(s) concerned;

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Provided that the Distributor returns the products to Natura4Ever without being used and in a condition that allows it to be resold.

3. In the event of termination for any reason whatsoever, the Distributor shall be released from all future contractual obligations with respect to Natura4Ever in respect of its Natura4Ever activity, except:
 - a) The obligations related to the payments made to the Distributor under any contracts concluded by the Distributor for Natura4Ever.
 - b) Any obligation to pay the price of products already supplied to the Distributor by Natura4Ever in the event that the former has not returned these products in accordance with paragraph 1 (a) and (b) of "Contract termination clauses", in Article 4 "The Contract".
4. This Contract may also be terminated immediately by Natura4Ever at its sole discretion in the event of any breach of any clause hereof.

In the event that Natura4Ever terminates the Contract for a cause other than a breach and/or non-compliance with the terms of the contract, a written notice will be sent to the Distributor. The notification period is initially one calendar month for the first year of activity, and is then increased by one calendar month per year of activity up to a maximum of three months.

The contract will be terminated automatically without notice or formality, or any compensation whatsoever, in any of the following cases:

- misrepresentation, particularly as regards the fact that the Distributor is free from any commitment,
- use of a false identity or an identifier and access code of another Distributor,
- non-compliance by the Distributor with his contractual obligations,
- non-compliance with ethics and ethical rules, the code of ethics for direct selling or the company charter for direct selling through dealers,
- death, physical or mental disability of the Distributor,
- change or cessation of activity of the Distributor,
- transfer without authorisation of the effective management of its business to a third party, assignment or lease of its business, or all or part of the rights and obligations arising from its distribution approval,
- transfer of the address for service outside the European Union,
- prohibition to engage in commercial activity,
- state of insolvency, bankruptcy, compulsory liquidation, receivership, appointment of a provisional administrator, subject to the legal provisions that may apply in such a case,
- conviction for any offence likely to undermine the development of its business or the reputation or image of Natura4Ever or its sales network,
- non-payment by the Distributor of the annual lump sum fee or an order placed by him.
- non-renewal of the annual membership.

5. Data protection

Personal data

The purpose of the computerised processing of the personal data collected is to manage the contractual relationship between the distributor and the company and the commercial re-use.

The requested information is mandatory; if not answered, your request cannot be processed.

These data will not be transferred to a non-EU Member State.

In accordance with the data protection law, you have a right of access, rectification and, subject to the legal provisions applicable to the subject, deletion of data concerning you; Natura4Ever is the controller at the address of its registered office.

As part of its prospecting activities, the Distributor undertakes to comply with the Data Protection Act no. 78-17 of 6 January 1978.

6. Advertising, announcements

The Distributor must create his own sales tools and submit them to Natura4Ever for prior authorisation for any use. Natura4Ever approves or refuses at its sole discretion any proposed sales tool. Natura4Ever may reverse a previous approval. It may then ask the Distributor to discontinue, at its expense, a previously approved sales tool.

- a. Advertising. Distributors may advertise on the following media:

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Newspapers: publishing of a general business opportunity advertisement in the ads section of a local newspaper provided the ad complies with local laws and regulations.

Television and radio: Advertising on television and radio requires prior written approval of Natura4Ever.

Fairs, barter, etc.: A Distributor is not authorised to sell or promote the Products in markets, flea markets, fairs, barter or any other similar arrangement. A Distributor may promote and sell the Products at trade shows, except those for which the Company announces its exclusive presence, subject to the prior approval of the Company through an official request using the ad hoc form, available in the back office.

b. Auction websites: The Distributor may not sell or promote the sale of the Company's products on websites using auction techniques (e.g. eBay, Amazon).

c. Sale and promotion on the Internet: The promotion of products on the Internet can only be done on a website approved by the Company. Any merchant site created by the distributors on search engines is not authorised. Only the Natura4Ever merchant sites assigned to each distributor may be used for the sale of products on the Internet.

7. Trademark

The Distributors are not authorised to use any current or future trademarks or any ambiguous variation of its trademarks, so as to cause confusion, error or fraud regarding the origin of the advertised products or services.

The Distributor is not authorised to use the Company's trademarks or any close or ambiguous variants thereof (e.g. NaturaForEver, N4E, NaturaBleu, etc.) in a company name, an email address, an Internet domain or subdomain name, a telephone number or any other address or title.

The Distributor agrees to promptly return to the Company any submission of names, trade names, trademarks or Internet domain names belonging to the Company and registered or protected in violation of this policy. The provisions of this section remain in effect after the expiry of the Contract.

The Distributors are not authorised to use the Company's trademarks on unapproved sales tools.

8. General provisions

The general terms, compensation plan and rules of procedure together constitute a single contract binding the Distributor to Natura4Ever and cannot be dissociated. Natura4Ever reserves the right to make any modifications it deems useful or necessary, it being understood that the subsequent renewal of the approval will represent acceptance of the modifications previously made.

The fact that one of the parties has not, at a particular time, requested the execution by the other party of the provisions of this Contract shall not affect the right of that party to exercise legal recourse in case of any breach of the provisions of this contract and may not be interpreted as a waiver of the right to oppose any continued or subsequent non-execution of these provisions.

This Contract is governed by the law of the Distributor Country and shall be interpreted in accordance with its provisions. The parties hereby irrevocably accept the exclusive jurisdiction of the Commercial Court for any dispute arising out of this Contract or any other contractual relationship between the parties hereto.