

GTCs

GENERAL TERMS AND CONDITIONS FOR BUSINESS PARTNERS

LavaVitae GmbH (hereinafter referred to as "LavaVitae") has made it its primary task to make its knowledge about the pure natural product zeolite-clinoptilolite and the corresponding products available to the general public. LavaVitae has developed a business concept for this, in which everyone will be able to benefit in a variety of ways.

1. Scope and applicable law

1.1 These general terms and conditions apply exclusively to the business relationship between LavaVitae and the business partners, as well as the remuneration plan available at <https://lavavitae.com/en/compensation-plan> (together hereinafter referred to as the "General Terms and Conditions"). The General Terms and Conditions also apply to all future legal transactions, even if they are not expressly referred to. The applicable general terms and conditions are available on the LavaVitae website at <https://lavavitae.com/en/terms-partner>.

1.2 Contradictory, deviating or supplementary general terms and conditions of the business partner shall not become part of the contract, unless LavaVitae expressly agrees to their validity for the particular legal transaction.

1.3 Austrian law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the reference standards of Austrian and European private international law.

2. Offer and conclusion of contract

2.1 The presentation of a product on lavavitae.com is not a binding offer from LavaVitae. By confirming the "Order now for a fee" button and submitting an order for a product, the customer submits a binding offer to purchase the products he has selected. After submitting the order, the customer will receive an order confirmation by email to the email address specified by him during the ordering process, with which the purchase contract for the ordered products is concluded.

2.2 Every customer who is of legal age and has unlimited legal capacity can freely decide whether he wants to enter into a business partnership with LavaVitae or not. If the customer decides not to enter into a business partnership, he also shall not acquire any claims (in particular commission and other claims) that a business partner can acquire. The prerequisite for a business partnership, and thus the use of the LavaVitae economic system, is the acquisition of a starter label at the current price and registration as a business partner at lavavitae.com with truthful and complete information on all the data contained in the online form. The business partner is obliged to notify LavaVitae immediately and demonstrably of any changes to his data. The business partner is obliged to prove to LavaVitae that the information is correct, for example by presenting proof of identity or a tax assessment.

2.3 In principle, a maximum of three starter labels may be ordered per business partner and thus a maximum of three partner IDs created and business partnerships concluded. The partner IDs may only be created under the same sponsor or under the partner's own ID. The creation of more than three partner IDs is only permitted on the basis of a justified

application after prior written consent from LavaVitae. There is no right to do so. If there is reasonable suspicion that a business partner has created more than three partner IDs without the consent of LavaVitae or that these have been created under different sponsors, LavaVitae reserves the right to delete the unauthorised partner ID immediately. In this case, the business partner loses all claims to commissions, bonuses and the like that are linked to the unauthorised partner ID.

2.4 As long as the business partner holds the "active" status, he shall receive commissions according to the compensation plan. A business partnership is considered "active" if the business partner orders and pays for a Product in the value of at least 16 personal volumes (hereinafter "PV") within his personal calculation period (the personal calculation period is the period beginning in each case with the month day of registration and ending in the next month with the date of registration minus one month day). With the purchase of a Green, Red or Blue Label starter label, the first month from the day of registration is already considered active. If the business partner then orders and pays products worth 16 PV in his personal calculation period, his status shall remain "active". If PV is acquired above the required minimum PV, a future month with the "active" status shall be saved for each additional 16 PV acquired (e.g. purchase of a total of 32 PV in one calculation period, ensures "active" status for the current and the next calculation period). The period over which the business partner can secure the "active" status for the future is a maximum of 90 days. An upgrade to a higher starter label (e.g. from green to red or blue label) is possible at any time in the back office and will be charged at an administrative cost of €29.

2.5 The business partner undertakes to store his access or login data and his partner ID in such a way that the use of this data by third parties is excluded.

3. Prices, shipping and handling costs, payment

3.1 The prices stated on www.lavavitae.com are in euros or in the respective national currency and include the applicable statutory VAT.

The exchange rates are available at <https://lavavitae.com/en/exchange>

These exchange rates apply until further notice. If the foreign currency value in relation to the EUR according to the exchange rates of the ECB (ECB = European Central Bank) are increased by at least 3%, LavaVitae reserves the right to make exchange rate adjustments without notice.

In addition, the shipping costs and processing fees specified on <https://lavavitae.com/en/delivery>, depending on the recipient country, must be paid.

3.2 Payments can be made either in advance, via credit card (Visa, Mastercard - using payment information / payee: LavaVitae GmbH, Villach), PayPal or Sofortüberweisung online payment. LavaVitae is responsible for selecting the available payment methods and this may vary from country to country.

3.2.1 When selecting the prepayment payment method, LavaVitae shall provide its bank details (bank account) with the order confirmation. Unless otherwise agreed, the amount due must be transferred to the bank account specified by LavaVitae within 14 days of receipt of the order confirmation. If an Easy Ship (subscription) is offered and purchased, payment can also be made using a standing order. In the case of bank transfers,

the partner ID must be specified as the intended use / payment reference in order to be able to assign the payment.

3.2.2 When paying by credit card (Visa, Mastercard - payment information / payee: LavaVitae GmbH, Villach) the purchase price is reserved and debited on the credit card on the day of the order. If an Easy Ship (subscription) is offered and purchased, the customer agrees that the same credit card (Visa, Mastercard - payment information / payee: LavaVitae GmbH, Villach) may be charged.

3.2.3 When paying via PayPal, the purchase price will be charged at the time of the order.

3.2.4 When paying by Sofortüberweisung online payment, the purchase price will be charged at the time of the order.

3.2.5 Failure to pay the due Easy Ship (subscription) will be treated as termination, but can be reactivated at any time. In the event of termination or non-payment, no further costs or obligations arise.

4. Delivery, delay, retention of title

4.1 The goods will be dispatched within 7-10 working days. In the case of payment by cash in advance or standing order, the period for shipping begins on the day after receipt of payment in our bank account and for all other payment methods on the day after the contract is concluded. If the deadline falls on a Saturday, Sunday or public holiday at the place of delivery, the deadline shall expire on the next working day. LavaVitae will meet the specified deadlines if possible. Unless otherwise agreed, they are non-binding and are always to be understood as the expected time of dispatch to the customer. In the event of a delay in delivery, the customer is entitled to withdraw from the contract in writing after setting a reasonable grace period of at least two weeks.

4.2 The place of performance is the headquarters of LavaVitae in Villach. The business partner shall bear the costs and the risk of transport. Unless otherwise agreed, delivery will be made to the delivery address specified by the business partner when placing the order.

4.3 LavaVitae shall endeavour to send the products in one delivery. If this should not be possible, LavaVitae is entitled to make partial deliveries without additional shipping costs.

4.4 Each delivered product remains the property of LavaVitae until full payment. The business partner is not entitled to pass on or consume the goods before full payment has been made.

5. Contract termination

5.1 The business partner is entitled to terminate a business partnership without giving reasons and without observing a notice period at the end of the calendar month by email to support@lavavitae.com.

5.2 The contracting parties are also entitled to terminate the business partnership for good cause without notice and with immediate effect. Good cause for LavaVitae would be, in particular, (i) if the business partner, who has reached career level 6 or higher of the compensation plan, works for a competitor (see point 6.9), (ii) the business partner violates essential provisions of the general Terms and Conditions violates, in particular illegally creates more than three partner IDs (see point 2.4), unfairly sells products, infringes copyrights

(see point 10.4) or damages the LavaVitae company, in whatever way, (iii) he becomes insolvent in the sense of the Austrian Bankruptcy Code or (iv) if there is another good cause expressly stated in these General Terms and Conditions.

5.3 If the business partner does not order and pay for a product with the minimum PV value within his personal calculation period, the status of the business partnership shall be automatically changed from "active" to "suspended". The duration of a business partnership with the "suspended" status is max. 180 days. From the time the status changes to "upright", the business partner shall no longer be entitled to accumulate SV (sales volume) and shall also not receive any commissions, nor any "bonuses" according to the compensation plan. After 90 days in the "suspended" status, all accumulated SV shall be irrevocably deleted. If the business partner with a "suspended" status again orders and pays for a product with the minimum PV value, the business partnership shall receive the "active" status again (exception: Payment in advance - in this case the business partnership will only receive the "active" status on the next working day after the respective invoice amount has been credited to the LavaVitae bank account). From this point on, the business partner is again entitled to accumulate SV and earn commissions in accordance with the compensation plan. If the business partnership once more enters "suspended" status, the period of the business partnership with the "suspended" status of a maximum of 180 days shall begin again.

5.4 If the business partner does not order or pay for product worth the minimum PV for a period of 180 days after his status has changed to "suspended", the business partnership shall end irrevocably and the partner ID shall be deleted. All direct business partners and direct customers shall be irrevocably assigned to the first active partner in the outgoing business partner's upline. If a new business partnership is to be sought at a later date, this can be acquired by buying a starter label again (affiliate, green, red or blue label). However, all direct business partners and customers from the former business partnership shall still be considered lost. From this point on, the business partner shall lose all entitlement to commissions, bonuses and the like. The business partner's payment obligation for products already received shall remain unaffected by the termination of the business partnership.

5.5 In the event of ordinary termination of the business partnership, the business partner's access to the back office shall remain available for a period of two weeks. Commissions earned up to the date of termination of the business partnership shall primarily be used to cover the business partner's outstanding liabilities. Any remaining balance can be requested from the business partner via the back office or after it has been blocked, for a period of three years from the end of the business partnership via the support of LavaVitae via support@lavavitae.com. If the business partner wants to enter into a new business partnership after a proper termination, this can be done at any time by specifying the previous sponsor ID number. A new start under another sponsor requires a waiting period of six months from the end of the original business partnership. In the event of termination by LavaVitae for good cause, access to the back office will be blocked immediately and cleaned up by LavaVitae. Any remaining credit will be transferred to the last stipulated bank account of the business partner. The business partner must reimburse LavaVitae all costs due to termination for good cause and pay compensation. LavaVitae is entitled to and will offset these costs and the damages with any credit that may still have to be paid.

6. Commission claim and conditions of the LavaVitae system

6.1 The business partner declares that he is familiar with the LavaVitae compensation plan, which is an integral part of the general terms and conditions and is available for download on the website at <https://lavavitae.com/en/compensation-plan> and expressly agrees to its provisions.

6.2 Generated bonuses and commissions that are based on the LavaVitae compensation plan are only credited in EUR to the specially created ID account (partner account) in the business partner's back office (the sales bonus, first order bonus, as well as the dual team bonus weekly, Unilevel Bonus, Leadership Bonus, Generation Bonus as well as the World Sales Pool Bonus monthly), from which the business partner can transfer his credit to his Giro account or Payoneer prepaid card. Sales bonus: The conversion factors used are 1.11 from CHF to EUR and 4.4 from PLN to EUR. These conversion factors apply until further notice. If the foreign currency value in relation to the EUR according to the exchange rates of the ECB (ECB = European Central Bank) are increased by at least 3%, LavaVitae reserves the right to make exchange rate adjustments without notice.

A commission invoice is automatically stored in the back office for download every month. LavaVitae will instruct the requested disbursements to be made within five banking days after the withdrawal request. For each transfer, the business partner's ID account (partner account) is charged with a country-specific transaction fee of at least EUR 0.50."

6.3 Billing periods: The billing period for the Dual Team Bonus, Affiliate and First Order Bonus is weekly and starts on Monday at 12 a.m. and ends on Sunday at midnight. The billing period for the Unilevel, Leadership, Generation and World Sales Pool Bonus is the calendar month.

6.4 The business partner's claim to commission from the Dual Team Bonus statement is limited in accordance with the provisions of the compensation plan, depending on the starter label with upper earnings limits per settlement period (= per week). The amount of value exceeding the maximum limit in the accounting period shall expire entirely and will not be taken as credit into the next accounting period.

6.5 Supplement to the Generation Bonus: If one of your partners from your generations reaches the next higher career level in front of you, this partner and his entire team (does not apply to the Unilevel and Leadership Bonus) will be outsourced and will no longer count as your generation. If you reach the same career level or higher than the partner who has overtaken you, he and his entire team will be reintegrated and thus will once more be part of your generation. Example: You are at career level 5 and the partner of your first generation is also at career level 5. In the calendar month of May, the partner of your first generation reaches career level 6 and thus overtakes you in this month. The partner of your first generation is thus removed from your team (only applies to Generation Bonus). In the calendar month of August you also reach career level 6 and you have thus caught up with your first generation partner again. From this point on, the partner is reintegrated and thus once more a member of your first generation.

6.6 Supplement to the World Sales Pool Bonus: After initial qualification to participate in the distribution of participation pool 1 (career level 6), you will take part in the distribution of participation pool 1 for the next 6 months. From the 6th month

after the first qualification for the distribution of participation pool 1, you will take part in the distribution of participation pool 1 in those months in which you have qualified for participation pool 1.

In those months in which you have not qualified to take part in the distribution of equity pool 1 after the first 6 months from the initial qualification for participation in the distribution of equity pool 1, you will not participate in the distribution of equity pool 1 either. Example: You qualified for the first time in March for the distribution of participation pool 1. This means that you can participate in the distribution for the months of April, May, June, July, August and September. In September you do not meet the criteria for reaching career level 6, so do not participate in the October distribution. In October you meet all the criteria for reaching career level 6, so you will once more participate in the November distribution.

Eligibility for distribution in participation pool 2 (career level 7), 3 (career level 8), 4 (career level 9) and 5 (career level 10) must be achieved each month.

6.7 A change in the betting position in the downline from left to right or vice versa must be agreed separately with LavaVitae in individual cases. There is no entitlement to this. A request in this regard can be sent by email to support@lavavitae.com stating the facts of the case. Any programming costs incurred will be charged to the partner at EUR 15.00 per quarter of an hour.

6.8 The possibility of a sponsor change must be agreed separately with LavaVitae in individual cases. There is no entitlement to this. A request in this regard can be sent by email to support@lavavitae.com, stating the facts of the case.

6.9 The business partner is not entitled to resell Vita Pure unless he has a corresponding business licence as a medical device dealer. Resale over the Internet is strictly prohibited for all LavaVitae products.

6.10 LavaVitae provides the business partner with a back office. LavaVitae's costs for the provision and maintenance of the back office are covered by ordering and paying for a starter label (exception: the Contact Centre is a paid tool)

6.11 From certain career levels, the business partner can be offered additional services to the LavaVitae compensation plan from LavaVitae, which are individual and are not included in the compensation plan. The respective terms and conditions will be specified separately to the business partner.

6.12 The career level reached and confirmed by LavaVitae shall remain as it is throughout the active or suspended business partnership. Ongoing commission and any applicable bonuses shall only be paid for the career level for which the business partner was qualified in the previous month (shown as earnings level in the back office) in accordance with the "Compensation Plan - Qualification for Next Career Criterium" (see page 11-13 of the remuneration plan).

6.13 If a business partner reaches career level 6 of the compensation plan, he shall not, for the duration of his business partnership, undertake to work for a competitor company of LavaVitae or companies affiliated with it (§ 228 UGB [Austrian Enterprise Code]) in any way, be it independently or as a dependent employee, or to acquire a direct or indirect interest in such a competitor company or to assume an executive function in such a competitor company. Furthermore, he

undertakes not to undertake any activities to entice customers or employees of LavaVitae on his own account or free of charge or to support third parties in this context.

7. Proof of commercial activity as a business partner and indemnification

7.1 By registering, the business partner expressly confirms that he is registering with LavaVitae as an independent entrepreneur and not as a consumer. The business partner provides assurance that he is an independent entrepreneur and not an employee, partner, commercial agent, representative or franchisee of LavaVitae. LavaVitae is entitled at any time to request the submission of his business licence or the reason why such a licence does not need to be applied for.

7.2 The business partner provides assurance that he is responsible for complying with the legal conditions of his business activity. This applies in particular to any legal obligation to register his business activity and to pay taxes, social security contributions and other charges. The business partner is aware that he is solely responsible for paying all taxes, contributions, expenses and other costs that arise from his independent activity, in particular also for travel, food, accommodation, secretarial costs, long distance calls and other expenses.

7.3 The business partner provides assurance that the information he has submitted is true. In the event of false information, LavaVitae is entitled to terminate the business partnership with immediate effect and to exclude the business partner from loss of all claims from the LavaVitae system. The business partner shall indemnify and hold LavaVitae harmless from and against any and all claims resulting from untrue statements, as well as claims arising from non-compliance with legal obligations.

8. Disclaimer

8.1 Claims for damages by the business partner are excluded, unless they are based on intent or gross negligence on the part of LavaVitae. In the event of slight negligence, LavaVitae is only liable for personal injury. As far as the liability of LavaVitae is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents of LavaVitae.

8.2 LavaVitae is not liable for indirect damages, loss of profit, loss of interest, omitted savings, consequential damages and financial losses, damages resulting from third-party claims.

8.3 The provisions of the Austrian Product Liability Act remain unaffected.

8.4 All data and information on the LavaVitae website, in information brochures and presentations of all kinds are provided without guarantee despite careful editing; LavaVitae accepts no liability. LavaVitae also reserves the right to make changes and additions to the content at any time without notice.

9. Changes in the Terms and Conditions

9.1 LavaVitae is entitled to change these general terms and conditions and other conditions. LavaVitae will only make these changes for valid reasons, in particular due to new technical developments, changes in case law and legal foundations or other essential reasons.

9.2 Changes require the approval of the business partner. If the business partner refuses to agree to the changed general terms and conditions, LavaVitae is entitled to terminate the business relationship for good cause with immediate effect.

9.3 The modified general terms and conditions or other conditions will be brought to the attention of the business partner by means of a newsletter or in some other way.

10. Data protection, copyrights and PR

10.1 LavaVitae is committed to protecting the personal data of its business partners. LavaVitae uses the personal data provided by the business partner in the course of initiating the contract, fulfilling the contract and maintaining business relationships. LavaVitae undertakes to use this personal data only to the absolutely necessary extent and in compliance with the respective legal provisions and to handle it carefully. For further data protection information, please refer to the LavaVitae Privacy Policy at <https://lavavitae.com/index.php/privacy.html>.

10.2 The business partner acknowledges that his data will be passed on to the responsible authorities in accordance with the applicable tax regulations, in particular in connection with the reporting requirements in accordance with the Austrian EstG (Income Tax Act) and in connection with the reporting requirements in accordance with the legal provisions of the business partner's country of domicile.

10.3 All business partners must observe and protect copyrights and other rights in relation to content that is stored on lavavitae.com. This applies in particular to their use, publication and duplication, irrespective of the procedure and the intention. The presentation of the company LavaVitae and its products is the sole responsibility of LavaVitae and the persons commissioned by it. Business partners are strictly forbidden to independently create websites, landing pages, Facebook accounts etc. with the brand name LavaVitae. However, LavaVitae enables business partners to set up a personal LavaVitae Facebook page in compliance with the conditions of the guidelines for advertising measures <https://lavavitae.com/PDF/en/social-media.pdf>. The photos and content used on this personal LavaVitae Facebook page must be approved by LavaVitae before they are published. In any case, the use of specially created and non-approved content is prohibited. No incorrect, deceptive and/or misleading advertising statements may be made in public or private lectures, seminars or other presentations before one or more third parties, nor may advertising statements be made in such a way that they are placed in a product-related incorrect, deceptive and/or misleading context. Information may only be given in accordance with the information available on the lavavitae.com website and in the compensation plan. Only tools, images and presentations provided by LavaVitae may be used. In the event that a civil or public law claim is made against LavaVitae due to a violation of this provision by a business partner of a third party or an authority, or a penalty of any kind is imposed on LavaVitae, this business partner shall indemnify and hold LavaVitae harmless. Any violation of this provision shall entitle LavaVitae to terminate the business partnership immediately.

10.4 A separate agreement must be concluded with the provider of the fee-based contact centre in the back office. Please direct any inquiries to support@lavavitae.com.

11. Ineffectiveness of individual provisions, place of jurisdiction

11.1 If one of the above provisions is or becomes wholly or partially ineffective, the effectiveness of the remaining provisions shall not be affected. The (partially) ineffective provision shall be replaced by a provision that comes closest to the meaning of the (partially) ineffective provision.

11.2 The exclusive jurisdiction of the competent courts at the registered office of LavaVitae is agreed.

12. Legal succession

12.1 The business partner acknowledges and expressly agrees that an arbitrary renaming of the partner ID by entering the data of a third party is not permitted. A transfer of the business partnership to a third party and legal succession is only permitted after prior approval and agreement with LavaVitae. A corresponding request should be sent by email to support@lavavitae.com stating the facts.

12.2 The transfer of the partner ID in the case of inheritance requires that a legally binding decision of consent or equivalent exists and that in the case of several heirs (co-ownership) one person is appointed and named as a common representative and contact person.

13. Bonus promotions and competitions

13.1 LavaVitae reserves the right to organise bonus promotions and / or competitions from time to time. The details and additional conditions for the respective bonus promotion and / or the competition will be announced separately.

13.2 The duration of the bonus promotion or competition in which it is / will be offered shall be stated on the LavaVitae website or subsequent pages of the bonus promotion or competition. If such a duration is not specified, the bonus promotion or competition shall end with the termination and discontinuation of the respective website or subsequent page of the bonus promotion or competition. LavaVitae reserves the right to terminate a bonus promotion or competition at any time (even prematurely) at its own discretion and without giving reasons.

13.3 Business partners who participate in a bonus promotion and / or contest already now irrevocably agree that their name, photo and country of origin may be used free of charge and for an indefinite period of time for advertising and other purposes of LavaVitae and may be published in the process.