GENERAL TERMS AND CONDITIONS FOR LAVAVITAE PARTNERS

VERSION 2026.08.13 – EN

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Definitions

For the sake of clarity, the following definitions apply within these Terms and Conditions:

LAVAVITAE
LAVAVITAE GmbH, headquartered in Fürnitz, Austria.

Partner
A registered Partner holding a label in accordance with the respectively applicable Compensation Plan.

Affiliate
A registered Affiliate in accordance with the respectively applicable Compensation Plan.

Customer
A person who purchases products from LAVAVITAE without holding Partner status.

Products
All medical devices, dietary supplements, cosmetics and other goods and services offered by LAVAVITAE.

Compensation Plan
The respectively applicable LAVAVITAE Compensation Plan in its current version.

Corporate Guidelines
The respectively applicable LAVAVITAE guidelines regarding brand presentation, communication and advertising.

1. SCOPE OF APPLICATION

1.1 Contractual Basis

These General Terms and Conditions ("GTC") govern the contractual relationship between

LAVAVITAE GmbH
Kärntner Straße 48
9586 Fürnitz, Austria
Commercial Register FN 394677h, Klagenfurt Regional Court
E-mail: support@lavavitae.com

(hereinafter "LAVAVITAE") represented by Managing Directors Julian Raupl and Manfred Scherzer

and the respective independent LAVAVITAE Label Partner (hereinafter "Partner").

Together with the respectively applicable Compensation Plan, the Corporate Guidelines and the data protection provisions, the GTC form the basis of the cooperation between LAVAVITAE and its Partners.

The aim of these provisions is a transparent, fair and long-term cooperation in compliance with the applicable statutory provisions as well as LAVAVITAE's quality and brand standards.

1.2 Applicability of the GTC

These GTC apply to all contractual relationships between LAVAVITAE and its Partners.

By registering as a Partner, the Partner confirms that they have read and accepted these GTC. At the same time, they acknowledge the respectively applicable Compensation Plan (LAVAVITAE Compensation Plan), the Corporate Guidelines (LAVAVITAE Corporate Guideline) and the data protection provisions as binding components of the Partner Agreement.

Unless otherwise provided in these GTC, the respectively applicable statutory provisions shall apply on a supplementary basis.

2. SUBJECT MATTER OF THE AGREEMENT

2.1 Activity as a LAVAVITAE Partner

LAVAVITAE develops, distributes and markets certified medical devices, dietary supplements, cosmetics and other products and services in the fields of health, lifestyle and wellbeing.

The LAVAVITAE Partner recommends these products to customers and prospective customers within the scope of applicable law. Orders are generally placed via the personal Partner link or via the ordering options made available by LAVAVITAE. The purchase agreement is concluded directly between the customer and LAVAVITAE.

In addition, the Partner is entitled to sell products themselves in accordance with the provisions of these GTC and the respectively applicable Corporate Guidelines.

A prerequisite for entering into a partnership is successful registration via the official LAVAVITAE website and the purchase of the respectively designated starter package.

For their brokering and sales activities, the Partner receives the commissions and remuneration provided for in the respectively applicable Compensation Plan.

2.2 Recommending Additional Partners

The LAVAVITAE Partner has the opportunity to recommend additional Partners for LAVAVITAE and to support them in building their business.

There is no obligation to build an organization.

Commissions are paid exclusively in accordance with the respectively applicable Compensation Plan. No separate remuneration is paid for the mere recommendation or registration of a new Partner.

2.3 Back-Office and Partner Tools

Use of the official company logo, protected trademarks or internet domains in a manner contrary to the Corporate Guidelines remains impermissible.

3. REQUIREMENTS FOR A PARTNERSHIP

3.1 Requirements for Registration

Natural and legal persons may register as LAVAVITAE Partners, provided they meet the statutory requirements for concluding a contract. A contract may not be concluded by consumers.

By registering, the Partner confirms that they will fulfil, on their own responsibility, all legal, tax and trade-law obligations arising from their activity.

To the extent that official permits, trade licenses or other registrations are required to carry out the activity, obtaining these is solely the Partner's responsibility.

3.2 Registration

Registration takes place exclusively via the official registration channels made available by LAVAVITAE.

The Partner undertakes to keep all details provided during registration complete, correct and up to date.

Changes to personal data, in particular name, address, e-mail address, telephone number, bank details and tax-relevant information, must be reported to LAVAVITAE without delay via the Back-Office or in a manner specified by LAVAVITAE.

At LAVAVITAE's request, the Partner is obliged to provide suitable evidence for identity verification and for checking the data provided, in particular commercial register or comparable register extracts, VAT ID number, tax number and other required company and tax data. Partners from EU member states are obliged, where the statutory requirements are met, to hold a valid VAT ID number and to disclose it to LAVAVITAE.

This applies in particular where, due to cross-border services, the reverse charge mechanism (transfer of tax liability to the recipient of the service) applies.

3.3 Multiple Registrations

As a general rule, each natural person may hold only one Partner account.

Expressly permitted holding positions under these GTC, as well as any other exceptions approved in writing by LAVAVITAE, are excluded from this rule. The permissible number of holding positions per Partner is set out in section 3.5.

Multiple registrations for the purpose of circumventing the Compensation Plan or other contractual provisions are impermissible.

3.4 Spouses and Domestic Partnerships

Spouses and persons living in a permanent domestic partnership may each enter into a separate Partner Agreement with LAVAVITAE.

Each Partner account is managed legally and economically independently and is subject to the provisions of these GTC as well as the respectively applicable Compensation Plan.

Registrations resulting in spouses or domestic partners belonging to different sponsor lines (cross-lines) are impermissible.

Exceptions are decided solely by LAVAVITAE at its own discretion.

If spouses or domestic partners jointly hold a Partner account and their marriage or domestic partnership ends, the Partner account generally continues to exist unchanged. A division of the Partner account or of the partner network that has been built up is excluded.

The contracting parties must notify LAVAVITAE in writing without delay as to who will continue to hold the Partner account in future. If no mutually agreed notification is received within a reasonable period, LAVAVITAE is entitled to temporarily suspend the Partner account pending clarification, or to transfer it to the entitled person upon presentation of a final court judgment or other binding decision.

3.5 Holding Positions

Holding positions are permissible provided they comply with the provisions of the respectively applicable Compensation Plan.

A holding position exists where a Partner holds, below their own main account, a further Partner account in their own name or in the name of a legal entity approved by LAVAVITAE. Each Partner may hold a maximum of **two holding positions**.

3.6 Acceptance of the Partner Agreement

By submitting the registration, the applicant makes a binding offer to conclude a Partner Agreement.

The Partner Agreement is only concluded upon express acceptance by LAVAVITAE, or at the latest upon activation of the Partner account.

There is no entitlement to the conclusion of a Partner Agreement.

LAVAVITAE reserves the right to reject registrations without giving reasons, provided that no mandatory statutory provisions preclude this.

3.7 Transfer of the Partner Account

The transfer, assignment or sale of a Partner account, or of individual rights and obligations under the Partner Agreement, to third parties requires the prior written consent of LAVAVITAE. The form for this can be found in the Back-Office under Multimedia/Documents/Assignment Declaration. LAVAVITAE reviews the plausibility of the requested assignment or sale and makes its decision on this basis.

Without such consent, a transfer is invalid, insofar as this is legally permissible.

There is no entitlement to consent to the transfer or assignment of a Partner account.

3.8 Inheritance of a Partner Account

A LAVAVITAE Partner account is inheritable. However, only **a natural person** from the circle of heirs, or a **corporation** formed by the community of heirs for this purpose and disclosed to LAVAVITAE, may enter into the Partner Agreement.

A prerequisite for entering into the Partner Agreement is that the heir or the disclosed corporation acknowledges the respectively applicable General Terms and Conditions, the data protection provisions, the Compensation Plan and electronic invoicing via online access.

In addition, the training required to carry out the Partner activity must be successfully completed within **six months** of declaring the intention to enter into the agreement. The Partner account will only be transferred once these requirements have been fulfilled.

3.9 Consequences of Incorrect Information

Incorrect, incomplete or knowingly misleading information provided during registration or during the term of the contract may result in the temporary suspension of the Partner account or – in the case of serious or repeated violations – in the extraordinary termination of the Partner Agreement.

Further statutory or contractual claims by LAVAVITAE remain unaffected.

4. LEGAL STATUS OF THE PARTNER

4.1 Independent Activity

The LAVAVITAE Partner acts independently, for their own account and at their own risk. The conclusion of the Partner Agreement does not establish an employment relationship, nor a commercial agency, agency, franchise or partnership relationship between LAVAVITAE and the Partner.

The Partner is neither entitled nor authorized to legally represent LAVAVITAE vis-à-vis third parties, to enter into obligations on behalf of LAVAVITAE, or to make declarations with effect for LAVAVITAE, unless expressly authorized in writing to do so by LAVAVITAE.

The Partner organizes their activity independently with regard to time, place and scope and is free in exercising their activity, provided these GTC, the Corporate Guidelines and the applicable statutory provisions are complied with.

4.2 Legal, Tax and Social Security Obligations

The Partner is solely responsible for the proper fulfilment of all legal, tax, social security and trade-law obligations arising from their activity.

In particular, it is the Partner's responsibility to obtain in good time any required registrations, permits or authorizations, and to properly pay taxes, levies and social security contributions. LAVAVITAE assumes no liability in this regard. To safeguard the Partner's independent status and to fulfil statutory evidentiary obligations, LAVAVITAE is entitled to request, at any time, suitable evidence of the proper fulfilment of the Partner's social security and other statutory obligations. This includes, in particular, evidence of obtaining a trade license (where required), of concluding legally required social insurance, and of the ongoing payment of the corresponding contributions. Insofar as national law prescribes further mandatory insurance (e.g. accident insurance or occupational pension provision), these must also be evidenced upon request.

The Partner alone bears all obligations in this regard.

4.2.1 Country-Specific Legal Obligations

Insofar as, under the law of the country in which the Partner carries out their activity or is liable for tax, additional legal obligations exist, in particular in the area of social security, retirement provision, pension insurance, accident insurance or comparable statutory systems, the Partner is obliged to comply with these on their own responsibility and to provide LAVAVITAE with corresponding evidence upon request.

For Partners subject to taxation in Italy, the following applies in addition: the Partner is obliged to continuously review their social security status as a self-employed person. If the income threshold relevant under Italian law is exceeded during the year, or if an obligation to insure arises, the Partner must inform LAVAVITAE thereof in writing without delay, insofar as this is necessary for the lawful processing of commission settlement, since from that point onward pension insurance contributions must be paid from the commissions to the competent Italian social security institution.

4.3 Independent and Responsible Conduct

The Partner shall always present themselves to customers, prospective customers and other third parties as an independent entrepreneur or independent LAVAVITAE Partner.

They must refrain from any action that could create the impression that they are acting in the name of or on behalf of LAVAVITAE, or that they are authorized to make legally binding declarations for LAVAVITAE.

4.4 Compliance with Statutory Provisions

The Partner undertakes to comply, in the course of their entire business activity, with all applicable statutory provisions as well as the respectively applicable Corporate Guidelines.

5. WITHDRAWAL NOTICE

Regardless of the fact that the LAVAVITAE Partner registers as an entrepreneur, business founders are entitled to a 14-day right of withdrawal for founding transactions. This Partner therefore has the option of withdrawing from their partnership without giving reasons, by letter or by e-mail. The withdrawal must be addressed to: LAVAVITAE GmbH, Kärntner Straße 48, 9586 Fürnitz, Austria, e-mail: support@lavavitae.com. The withdrawal period begins upon submission of the application to conclude a partnership. The withdrawal period is deemed observed if the withdrawal declaration is sent in good time by post, or, if sent by e-mail, upon receipt of the confirmation of receipt.

5.1 Consequences of Withdrawal

The consequence of withdrawal is that the Partner Agreement is dissolved. In the event that the LAVAVITAE Partner has already purchased products from LAVAVITAE, in particular the starter package, this is not covered by the right of withdrawal from the Partner Agreement.

6. BACK-OFFICE

6.1 Access to the Back-Office

Upon conclusion of the Partner Agreement, the Partner receives access to their personal Back-Office.

The Back-Office serves in particular to manage the Partner account and to provide information and digital services from LAVAVITAE. These include in particular:

- personal master data,
- commission and settlement overviews,
- team information,
- order overviews,
- training materials,
- promotional materials,
- notifications from LAVAVITAE, and
- further digital Partner tools.

LAVAVITAE is entitled to further develop, adapt or expand the scope of functions of the Back-Office at any time, provided this does not materially impair any rights of the Partner.

6.2 Access Data

The Partner is obliged to keep their access data carefully and to protect it from access by unauthorized third parties.

Passing on personal access data to third parties is impermissible.

If there is suspicion that unauthorized persons have obtained knowledge of the access data, the Partner must change their password without delay and inform LAVAVITAE thereof.

6.3 Electronic Communication

Communication between LAVAVITAE and the Partner generally takes place electronically.

LAVAVITAE provides contractually relevant information, company announcements, training information, product news and other important information via the respective official communication channels.

The official communication channels include, in particular:

- the **News Center in the personal Back-Office**, the
- **Newsletter** sent to the e-mail address provided by the Partner, and
- further communication channels announced by LAVAVITAE.

The Partner undertakes to regularly check the News Center in the Back-Office, to regularly check their e-mails, and to always keep their contact details, in particular their e-mail address, up to date.

For rapid information about current news, LAVAVITAE provides the information channel **"Quickinfo"**. This may be used – depending on the Partner's choice – via the official **Telegram channel** or the official **WhatsApp community**. Signing up for **Quickinfo** is voluntary and at the Partner's own responsibility.

Quickinfo serves solely for timely information and replaces neither the News Center in the Back-Office nor the transmission of contractually relevant information via newsletter or other official LAVAVITAE communication channels.

Notices published in the Back-Office News Center or sent to the e-mail address provided by the Partner shall be deemed received upon their provision or dispatch, insofar as no mandatory statutory provisions preclude this.

6.4 Availability

LAVAVITAE endeavours to ensure the highest possible availability of the Back-Office.

6.5 Use of the Back-Office

The Back-Office may only be used within the scope of the contractually agreed business activity.

Any misuse, in particular attempts to circumvent security mechanisms, to view other Partners' data, or to interfere with LAVAVITAE's systems, is prohibited and may result in the suspension of the Partner account as well as further legal action.

7. RIGHTS AND OBLIGATIONS OF THE PARTNER

The following provisions govern the conduct of the activity as a LAVAVITAE Partner. They serve to protect the LAVAVITAE brand, to ensure compliance with statutory requirements, and to ensure a consistent and professional market presence of all LAVAVITAE Partners.

The detailed requirements for practical implementation, in particular with regard to advertising, communication, brand presentation and the use of promotional materials, are set out in the respectively applicable Corporate Guidelines.

7.1 General Conduct Obligations

The Partner undertakes to carry out their activity at all times loyally, responsibly and in accordance with the applicable statutory provisions as well as LAVAVITAE's interests.

They shall uphold the reputation of the LAVAVITAE brand and refrain from any conduct likely to harm the company, its products or other Partners.

The Partner further undertakes to comply with the respectively applicable Corporate Guidelines as well as all other binding LAVAVITAE guidelines.

7.2 Compliance with the Law

The Partner undertakes to comply with all statutory provisions applicable to their activity.

These include, in particular, the provisions of competition law, consumer protection law, data protection law, trade law, tax law and medical device law, as well as any other statutory provisions relevant to their activity.

7.3 Advertising and Communication

7.3.1 Principle

The Partner is entitled to advertise LAVAVITAE, its products and the business opportunity, and to inform prospective customers accordingly.

All advertising and communication measures must be truthful, transparent, lawful and consistent with these GTC and the respectively applicable Corporate Guidelines.

7.3.2 Advertising Statements

Advertising statements concerning LAVAVITAE, its products or the business opportunity may only correspond to the applicable statutory provisions and the information approved by LAVAVITAE.

In particular, the following are impermissible:

- misleading or deceptive statements,
- claims of effect that are not scientifically substantiated,
- statements that violate food, medical device, pharmaceutical or competition law provisions,
- income or success guarantees, and
- other impermissible advertising statements.

7.3.3 Digital Media

The Partner may use digital communication and advertising tools to carry out their activity, in particular their own websites, landing pages, blogs, social media channels, messenger services, podcasts, video platforms and comparable communication channels.

This is subject to the requirement that

- the Partner is clearly recognizable as an independent LAVAVITAE Partner,
- there is no risk of confusion with an official company presence,
- LAVAVITAE's trademark rights are respected, and
- the Corporate Guidelines are complied with.

7.4 Product Presentation and Sales

7.4.1 Principle

LAVAVITAE is based on the principle of referral marketing.

The Partner recommends products and the business opportunity to prospective customers. Orders are generally placed via the personal Partner link or via the ordering options made available by LAVAVITAE. The purchase agreement is concluded directly between the customer and LAVAVITAE.

7.4.2 Consultation and Product Presentation

Consultation and presentation generally take place in person or via suitable digital communication tools.

These include, in particular

- personal consultations,
- meetings with three or more participants,
- home parties,
- closed online presentations,
- webinars,
- video conferences,
- training events,
- information events,
- trade fairs, and
- comparable event formats.

The Partner undertakes to advise prospective customers and customers objectively, truthfully and exclusively on the basis of the information made available by LAVAVITAE.

Prior approval by LAVAVITAE is generally not required for this.

7.4.3 Sales Channels and Sales Restrictions

The resale of LAVAVITAE products is generally permitted for the Partner, provided that any trade license required for this purpose exists, insofar as such a license is legally required. Lava Pure is excluded from this: its resale is permitted only to LAVAVITAE Partners who hold the trade license required for trading in medical devices, or another legally required authorization.

Distribution outside the sales channels expressly permitted under these GTC is impermissible.

This applies in particular to distribution via

- internet platforms,
- online marketplaces,
- web shops (e.g. eBay or Amazon),
- television sales shows,
- telemarketing,
- teletext marketing or comparable sales channels, as well as
- freely accessible retail outlets, in particular department stores, petrol stations, supermarkets, pharmacies, drugstores, health food stores or comparable points of sale.

Insofar as LAVAVITAE expressly approves further sales channels in the future, the respectively announced provisions shall apply thereto.

8. NON-COMPETITION AND PROTECTION OF THE PARTNER NETWORK

8.1 Special Position of Trust from Rank 6

Upon first reaching the career level **Rank 6**, the Partner assumes a special position of leadership and trust within the LAVAVITAE organization.

From this point on, the Partner may in particular take part in internal company meetings, leadership meetings, training sessions and strategy discussions. In doing so, they gain access to confidential company information, strategic plans, sales and marketing concepts, training and leadership systems, organizational structures, incentive programs and other internal information that goes beyond the knowledge of an ordinary Partner.

This information must be treated as confidential and may constitute trade or business secrets of LAVAVITAE. Due to the associated special position of trust and duty of loyalty, the following non-competition provisions apply to Partners from Rank 6 onward. In order for information to be legally protected as trade secrets, it must, among other things, be secret, have commercial value because of its secrecy, and be subject to reasonable measures to keep it secret. (RIS)

8.2 Non-Competition from Rank 6

From the first time the career level **Rank 6** is reached, the Partner undertakes, for the duration of their Partner

Agreement, to refrain from any active activity for another company or sales system organized according to the principle of **network marketing, multi-level marketing or structured direct sales**.

The non-competition obligation applies regardless of which products or services the other company or sales system offers.

The following, in particular, are deemed active activity:

- building, managing or supporting a sales organization,
- recruiting, brokering or supervising sales partners,
- carrying out leadership, training, coaching or mentoring activities,
- advertising, recommending or distributing the products, services or business opportunities of such a company,
- participating in internal leadership, strategy or sales events of such a company, and
- any other active involvement likely to impair the special position of loyalty and trust vis-à-vis LAVAVITAE.

The mere private use or private purchase of products or services of another company does not in itself constitute active activity within the meaning of this provision.

8.3 Duty to Inform

A Partner from Rank 6 onward is obliged to inform LAVAVITAE fully and truthfully in writing before taking up an activity for another network marketing, multi-level marketing or structured direct sales company or system.

This also applies where the Partner is uncertain whether a planned or already ongoing activity falls under the non-competition obligation.

Failure to provide, late provision of, incomplete or knowingly incorrect information constitutes a breach of the special contractual duties of trust and loyalty.

Informing LAVAVITAE does not constitute consent to the activity in question. An exception to the non-competition obligation requires the express written approval of LAVAVITAE.

8.4 Protection of the Partner Network

Regardless of the career level attained, every Partner is prohibited from directly or indirectly recruiting, poaching or inducing LAVAVITAE Partners, Affiliates or customers to engage in a corresponding activity for another network marketing, multi-level marketing or direct sales company.

Likewise prohibited is the poaching of LAVAVITAE Partners, Affiliates or customers within the LAVAVITAE organization between different sales lines (cross-line poaching), in particular the direct or indirect contacting of persons from a different sales line with the aim, or the recognizable effect, of inducing them to change sponsor or to switch to one's own line.

In particular, the following are prohibited:

- actively contacting a specific, named person from the LAVAVITAE Partner network with the aim, or the recognizable effect, of inducing them to change sponsor, switch to another sales line, or take up an activity for another sales system, regardless of whether this occurs within the line (cross-line) or vis-à-vis an outside company,
- using contact, customer, partner or organizational data for other sales systems or for poaching within a foreign sales line,
- advertising foreign business opportunities or foreign sales lines within LAVAVITAE groups, events or communication channels,
- passing on corresponding contacts to third parties, and
- assisting other persons in poaching LAVAVITAE Partners, Affiliates or customers.

The prohibition applies regardless of whether contact is made in person, by telephone, in writing, via social media, messenger services or otherwise. The mere general advertising of one's own sales line or one's own offer, without specifically approaching a particular person from the LAVAVITAE Partner network, does not fall under this prohibition.

8.5 Consequences of a Violation

A culpable violation of the provisions on non-competition and protection of the Partner network (sections 8.1 to 8.4) may constitute good cause for extraordinary termination in accordance with section 15.5.

This applies in particular where the Partner:

- conceals their activity for another network marketing or direct sales company,
- despite their special position of trust, simultaneously builds or supports a foreign sales organization,
- uses or discloses internal information for the benefit of another company, or
- poaches persons from the LAVAVITAE Partner network for another sales system.

LAVAVITAE's right to temporarily suspend the Partner's access to internal information, meetings and systems remains unaffected.

Further statutory and contractual claims of LAVAVITAE, in particular claims for injunctive relief, information and damages, remain reserved.

8.6 Duration of the Non-Competition Obligation

The non-competition obligation under section 8.2 applies exclusively for the duration of the Partner Agreement.

The obligations to protect confidential information, as well as any other legally permissible post-contractual obligations, remain in effect even after the termination of the Partner Agreement.

9. CONFIDENTIALITY

9.1 Confidential Information

The Partner undertakes to treat as strictly confidential all confidential information which becomes known to them in connection with their partnership with LAVAVITAE, and to use it exclusively for the purpose of carrying out their activity as a LAVAVITAE Partner.

Confidential information is deemed to include, in particular, all non-publicly accessible information about LAVAVITAE, its business operations and the Partner network, regardless of the form in which it is made available or becomes known.

9.2 Scope of Confidentiality

The confidentiality obligation covers, in particular

- corporate and business strategies,
- sales, marketing and training concepts,
- compensation and incentive programs,
- product developments and market launches,
- internal training materials,
- partner, customer and organizational data,
- revenues, statistics and economic key figures,
- the content of internal meetings and training sessions,
- access data, Back-Office information, as well as
- all other information whose confidentiality arises from its nature or from the circumstances of its disclosure.

9.3 Use and Disclosure

The Partner may neither wholly nor partly

- disclose confidential information to third parties,
- publish it,
- reproduce it,
- use it for their own external business purposes, or
- use it for the benefit of other companies or sales systems,

unless the express written consent of LAVAVITAE has been obtained for this, or unless there is a statutory obligation to disclose it.

9.4 Duration of the Confidentiality Obligation

The confidentiality obligation exists for the entire duration of the Partner Agreement and continues even after its termination, for as long as the information in question has not become generally known or has not been expressly released for publication by LAVAVITAE.

9.5 Consequences of a Violation

If the Partner culpably violates their confidentiality obligations under sections 9.1 to 9.4, LAVAVITAE is entitled to assert all statutory and contractual claims. These include, in particular, claims for injunctive relief, information and damages, as well as – where the requirements are met – extraordinary termination of the Partner Agreement.

10. PARTNER NETWORK

The following provisions serve to protect LAVAVITAE's Partner network and to ensure a transparent, traceable and stable organizational structure over the long term. They safeguard the integrity of the Compensation Plan and fair treatment of all Partners within the organization.

10.1 Sponsor Principle

Every newly registered Partner is permanently assigned to the sponsor via whose personal referral link, or on whose initiative, the registration took place.

Once established, sponsor status generally remains in place and may only be changed in the exceptional cases governed by these GTC or by decision of LAVAVITAE.

10.2 Placement within the Organization

The placement of a newly registered Partner takes place in accordance with the respectively applicable provisions of the Compensation Plan.

The sponsor is entitled to determine the position of a newly registered Partner within their organization in accordance with the Compensation Plan.

As long as no commission entitlement has yet arisen from this registration, the sponsor may apply for a change of placement.

A processing fee of **EUR 29.00** is charged for each approved reassignment. LAVAVITAE is entitled to adjust this fee in the future.

Once a commission entitlement has arisen, the placement is generally deemed final.

10.3 Protection of the Organizational Structure

The organizational structure forms an essential basis of LAVAVITAE's compensation system.

Unilateral changes to the sponsor line or organizational structure are excluded.

LAVAVITAE is entitled to correct obvious registration, placement or system errors at any time, provided this does not unfairly and materially impair the legitimate interests of other Partners.

10.4 Change of Sponsor

The sponsor forms an essential basis of the partnership and of LAVAVITAE's organizational structure. A change of sponsor is therefore generally excluded.

In justified exceptional cases, a change of sponsor may be approved by LAVAVITAE upon the Partner's written request, or may be ordered by LAVAVITAE itself.

A justified exceptional case may exist, in particular, where

- the Partner does not receive adequate support or supervision from their sponsor or their upline over a longer period of time,
- the existing organizational structure permanently shows no active supervision or development, thereby significantly impairing the Partner's development,
- serious and persistent conflicts within the existing organizational structure make further cooperation unreasonable,
- organizational or economic reasons in LAVAVITAE's legitimate interest make a change of sponsor necessary, or
- other special circumstances exist which, after careful review, justify a change of sponsor assignment.

A change of sponsor is decided solely by LAVAVITAE at its due discretion, taking into account the legitimate interests of all parties involved as well as the integrity of the Compensation Plan.

A change of sponsor may also take place without the consent of the previous sponsor or upline, provided LAVAVITAE, after reviewing the individual case, concludes that the requirements for a change of sponsor are met.

There is no entitlement to a change of sponsor.

10.5 Re-registration after Termination of the Partnership

If a partnership ends, registration under a different sponsor is excluded within the first **six months** following termination of the contract.

After this period has expired, the former Partner may re-register freely, subject to the registration conditions applicable at that time.

10.6 Prohibition of Manipulation of the Compensation System

Any form of manipulation of the compensation system or the organizational structure is prohibited.

The following, in particular, are deemed manipulation:

- sham or straw registrations,
- registrations using inaccurate or third-party data,
- circumvention of the sponsor principle,
- the abusive use of holding positions,
- artificial or abusive shifting of volume or organizational structures,
- circumvention of the requirements or provisions of the Compensation Plan,
- collusive cooperation between several Partners to obtain unjustified commissions or other benefits, and
- any other act likely to impair the integrity of the compensation system or the Partner network.

The mere attempt at manipulation, or involvement in such an act, may already justify measures under this provision. It is not necessary that damage has already occurred or that unjustified remuneration has actually already been paid out.

LAVAVITAE is entitled to investigate corresponding matters and to take all appropriate measures. These include, in particular

- correcting the organizational structure,
- reclaiming commissions or other benefits wrongfully obtained,
- temporarily suspending the Partner account,
- revoking qualifications or career levels, and
- in the case of serious or intentional violations, extraordinary termination of the Partner Agreement.

Violations of this provision also constitute a serious breach of the contractual duties of loyalty and fidelity and may, depending on the severity of the individual case, result in measures under these GTC up to and including extraordinary termination of the Partner Agreement.

10.7 Decisions by LAVAVITAE

Insofar as these GTC or the Compensation Plan contain no express provision, LAVAVITAE shall decide questions relating to the organizational structure at its due discretion, taking into account the legitimate interests of all parties involved as well as the integrity of the Compensation Plan.

11. PURCHASE ON ACCOUNT

The LAVAVITAE Partner is entitled to purchase on account, subject to the following conditions:

The invoice amount, including shipping costs, may not exceed a gross amount of EUR 750.

Only one open invoice per Partner may exist at any one time.

There is a uniform payment term, which may not be changed, namely net within 7 days of the settlement date (without deduction).

Commission processing: the commission is paid out after the invoice has been issued.

Payment reminder: payment reminders are automatically triggered 7 days after the dispatch date.

Any collection costs will be passed on to the Partner.

Excluded from this are: the starter package, upgrades, vouchers and account top-ups.

12. PRICES, SHIPPING AND HANDLING COSTS, PAYMENT

The prices stated on www.lavavitae.com are quoted in euros, or in the respective local currency, and include the applicable statutory sales tax. The exchange rates can be found at https://lavavitae.com/de/exchange. These exchange rates apply until revoked. If the value of a foreign currency in relation

to the EUR increases by at least 3%, as per the exchange rates of the ECB (European Central Bank), LAVAVITAE reserves the right to adjust the exchange rates without prior notice. In addition, the shipping costs and handling fees stated at https://lavavitae.com/de/delivery, which depend on the respective destination country, are payable.

Payments may be made, at the customer's choice, by advance payment, purchase on account, credit card (Visa, Mastercard – payment information/payee: LAVAVITAE GmbH, Fürnitz) or PayPal. The selection of the payment methods available in each case is at LAVAVITAE's discretion and may vary from country to country.

If advance payment is selected as the payment method, LAVAVITAE will state the bank details (bank account) in 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. For bank transfers, the Partner ID must always be stated as the purpose of payment/payment reference in order to allow the payment to be allocated.

When paying by credit card (Visa, Mastercard – payment information/payee: LAVAVITAE GmbH, Fürnitz), the purchase price is reserved and debited from the credit card on the day of the order. Where a subscription (ABO) is offered and purchased, the Partner agrees that the same credit card (Visa, Mastercard – payment information/payee: LAVAVITAE GmbH, Fürnitz) may be charged again at the next subscription due date.

When paying by PayPal, the purchase price is debited at the time of the order. Where a subscription (ABO) is offered and purchased, the Partner agrees that the respective amount due may be collected via PayPal at the next subscription due date.

Non-payment of a due subscription (ABO) is treated as a cancellation of the subscription, but it may be reactivated at any time. No further costs or obligations arise from cancellation or non-payment.

13. COMMISSIONS AND REMUNERATION

The Partner's remuneration is determined exclusively by the respectively applicable LAVAVITAE Compensation Plan. This regulates, in particular, the requirements, type and amount as well as the calculation and crediting of all commissions, bonuses and other remuneration.

13.1 Requirements for a Remuneration Claim

A claim to commissions or other remuneration exists only if all requirements of the Compensation Plan and these GTC are met.

These include, in particular:

- a valid and active partnership,
- the fulfilment of all qualification and activity requirements,
- compliance with these GTC and the Corporate Guidelines,
- the absence of grounds for suspension or exclusion, and
- the complete storage in the Back-Office of all tax and settlement-relevant data required for payout.

13.2 Calculation of Remuneration

The calculation of all commissions, bonuses and other remuneration is based exclusively on the data stored in LAVAVITAE's settlement system.

Solely the revenues, qualifications, organizational structures and other settlement-relevant data determined by LAVAVITAE are decisive.

13.3 Compensation Plan

The type, amount and requirements, as well as the respective settlement and crediting intervals, of the individual commissions and bonuses are set out exclusively in the respectively applicable Compensation Plan.

LAVAVITAE is entitled to further develop or adjust the Compensation Plan while safeguarding the legitimate interests of the Partners. Changes will be announced in good time.

No entitlement to the unchanged continuation of commissions, bonuses, career levels or other remuneration components previously granted arises from them.

13.4 Crediting of Remuneration

Commissions and other remuneration are credited to the Partner's personal commission account in the Back-Office.

Crediting takes place in accordance with the settlement and crediting intervals set out in the Compensation Plan.

Remuneration credited to the commission account remains in the Partner's commission account until payout has been requested. The balance does not bear interest.

13.5 Payout of Remuneration

The payout of credited commissions and remuneration takes place exclusively upon the Partner's request via the Back-Office provided for this purpose.

There is no entitlement to automatic payout.

A payout fee is charged for each payout. The respectively applicable amount of the payout fee will be announced in the Back-Office.

Payouts are made exclusively to the payout account specified by the Partner in the Back-Office.

13.6 Tax Information

The Partner is obliged to store, completely and up to date, in the Back-Office all tax information and other settlement-relevant data required for payout.

As long as this information is missing or incomplete, LAVAVITAE is entitled to withhold payouts until it has been fully provided.

13.7 VAT Treatment of Commissions

The commission is generally paid out plus the applicable statutory sales tax.

Outside Austria but within the European Union, invoicing may take place with the tax liability transferred to the recipient of the service, provided the requirements for this are met.

For Partners in other countries outside the European Union, the accounting is adjusted individually in accordance with the respective national provisions.

13.8 Chargebacks and Corrections

If orders are cancelled, withdrawn from, returned, or otherwise reversed or subsequently corrected for other reasons, LAVAVITAE is entitled to correct commissions already credited or paid out accordingly.

13.9 Set-Off

LAVAVITAE is entitled to set off outstanding claims against the Partner with existing or future commission or remuneration claims, insofar as this is legally permissible.

13.10 Review of Settlements

The Partner is obliged to check all commission statements and credits without delay for accuracy and completeness.

Objections to a statement or credit must be raised in writing to LAVAVITAE within 60 days of their provision. After this period has expired, the statements shall be deemed approved, unless mandatory statutory provisions preclude this.

13.11 Erroneous Credits and Payouts

Commissions and other remuneration credited or paid out erroneously or on the basis of incorrect data do not give rise to any legal claim.

LAVAVITAE is entitled at any time to correct, reclaim or set off such amounts against future remuneration claims.

14. LIABILITY

The following provisions govern liability between LAVAVITAE and the Partner in connection with the partnership and the use of the services provided by LAVAVITAE.

14.1 Activity on One's Own Responsibility

The Partner carries out their activity as an independent entrepreneur on their own responsibility and at their own economic risk.

LAVAVITAE gives no guarantee as to the Partner's individual economic success.

In particular, information regarding earning opportunities, career levels, revenues or possible remuneration does not constitute an assurance or guarantee of a particular income, business success or particular career development.

The Partner's economic success depends, in particular, on their personal effort, their skills, their market activity and other individual factors, and lies outside LAVAVITAE's sphere of influence.

14.2 LAVAVITAE's Liability

LAVAVITAE is liable in accordance with statutory provisions for damages caused intentionally or through gross negligence.

In the case of slightly negligent breach of material contractual obligations, liability is limited to the typically foreseeable damage.

Any further liability for slight negligence is excluded, insofar as this is legally permissible.

Liability for damages resulting from injury to life, body or health, as well as liability under mandatory statutory provisions, remains unaffected.

14.3 The Partner's Liability

The Partner is liable for all damages incurred by LAVAVITAE as a result of culpable violations of these GTC, the Corporate Guidelines or statutory provisions.

This applies in particular to

- impermissible or misleading advertising statements,
- violations of competition, consumer protection, data protection or tax law,
- infringements of trademark, copyright or other protective rights,
- manipulation of the compensation system or the organizational structure,
- impermissible use or disclosure of business, partner or customer data, and
- other culpable breaches of duty.

The Partner is solely responsible for all content, statements and advertising measures created, published or disseminated by them, as well as for their independent use of digital media and digital tools, AI-based applications and other technical aids in connection with their business activity. **The Partner is not liable for templates, promotional materials or training materials made available to them by LAVAVITAE, provided they use these unmodified and in accordance with their intended purpose.**

14.4 Digital Systems

LAVAVITAE endeavours to provide the Back-Office, the online shop and all digital systems and online services as free of interruption as possible.

Temporary restrictions, maintenance work, technical faults, software errors or unavoidable system failures do not give rise to any claim for damages, provided these are not due to intentional or grossly negligent conduct on the part of LAVAVITAE.

14.5 Training Materials and Information

LAVAVITAE provides the Partner with training materials, presentations, calculation aids, guides, videos and other information to the best of its knowledge and belief.

These materials serve solely to support the Partner in their business activity and constitute neither a guarantee of their completeness, currency or continued availability, nor any entitlement to a particular economic success or particular career development.

The Partner remains obliged to review all information provided on their own responsibility and to apply it in accordance with the applicable statutory provisions as well as these GTC and the Corporate Guidelines.

14.6 Force Majeure

LAVAVITAE is not liable for the non-performance or delayed performance of contractual obligations, insofar as this is caused by events outside LAVAVITAE's sphere of influence.

These include, in particular, natural disasters, pandemics, epidemics, official measures, war, acts of terrorism, strikes, lockouts, power outages, disruptions to telecommunications or data networks, and other cases of force majeure.

For the duration of such an event, the performance obligations of LAVAVITAE affected thereby shall be suspended.

14.7 Product Liability

Mandatory statutory claims under the respectively applicable product liability provisions, as well as other statutorily mandatory liability provisions, remain unaffected by the foregoing provisions.

15. CONTRACT TERM AND TERMINATION OF THE PARTNERSHIP

The following provisions govern the duration of the partnership, its termination and the rights and obligations of the contracting parties arising therefrom.

15.1 Commencement of the Partnership

The partnership begins upon acceptance of the registration application by LAVAVITAE.

It is concluded for an indefinite period.

15.2 Ordinary Termination by the Partner

The Partner may terminate their partnership at any time without giving reasons, effective at the end of a calendar month. Notice of termination must be given in writing to LAVAVITAE, by post or by e-mail to support@lavavitae.com. Access to the Back-Office remains in place following ordinary termination until the end of the month.

15.3 Ordinary Termination by LAVAVITAE

LAVAVITAE is entitled to terminate the partnership ordinarily, subject to one month's notice, effective at the end of a calendar month, insofar as mandatory statutory provisions do not prescribe another notice period.

The right to extraordinary termination for good cause remains unaffected.

15.4 Automatic Termination in the Event of Inactivity

LAVAVITAE is entitled to terminate the partnership at the end of a calendar month if the Partner, in accordance with the provisions of the respectively applicable Compensation Plan, reaches **"inactive"** status and the requirements for automatic termination of the partnership set out there are met.

The requirements for active or inactive status arise exclusively from the respectively applicable Compensation Plan.

LAVAVITAE will inform the Partner within a reasonable period before the automatic termination occurs about the impending change of status, insofar as this is provided for under the Compensation Plan. The respectively applicable Compensation Plan forms part of these GTC in accordance with section 18.8.

15.5 Extraordinary Termination

Both contracting parties are entitled to terminate the partnership for good cause with immediate effect.

As a rule, good cause only entitles a party to extraordinary termination where the terminating party has previously, without success, given the other party a reasonable period to remedy the situation, or has issued an unsuccessful warning. A warning is exceptionally not required if the violation is so serious that continuation of the partnership is unreasonable for the terminating party even for the duration of a warning, or if a warning would clearly be futile.

Good cause exists, in particular, where the Partner

- seriously violates these GTC, the Corporate Guidelines or applicable law,
- intentionally provides incorrect information,
- manipulates the compensation system or the organizational structure,
- violates the non-competition obligation or their confidentiality obligations,
- infringes LAVAVITAE's trademark, copyright or other protective rights,
- poaches Partners, customers or Affiliates contrary to these GTC, including cross-line poaching within the LAVAVITAE organization pursuant to section 8.4,
- intentionally causes substantial harm to LAVAVITAE's reputation or legitimate interests, or
- other circumstances exist that make continuation of the partnership unreasonable.

This list is not exhaustive.

15.6 Death of the Partner

In the event of the Partner's death, the provisions of these GTC on succession shall apply.

If the heirs or other successors do not come forward within six months of LAVAVITAE becoming aware of the death, or if succession cannot be clarified within this period, LAVAVITAE is entitled to terminate the partnership at the end of a calendar month.

15.7 Consequences of Termination of the Partnership

Upon the termination of the partnership taking effect, the Partner's right to, in particular

- use the designation **"LAVAVITAE Partner"**,
- use LAVAVITAE's trademarks, logos or other identifying marks,
- appear in the name of or in the interest of LAVAVITAE,
- use the Back-Office as a Partner, and
- participate in future commissions or other remuneration, shall end.

Remuneration claims that have already arisen remain unaffected, insofar as these arose in accordance with the Compensation Plan and these GTC by the time of termination of the partnership.

Upon termination of the partnership, every claim to future commissions, bonuses and other remuneration ends.

Termination of the partnership does not affect the Partner's obligation to fulfil any liabilities towards LAVAVITAE that have already arisen.

The Partner is not entitled to a commercial agent's compensation claim or any comparable statutory compensation claim as a result of the termination of the partnership. The partnership does not establish a commercial agency relationship within the meaning of the respectively applicable commercial law provisions. This also applies to comparable statutory compensation, severance or indemnity claims, insofar as their exclusion is legally permissible.

15.8 Commission Balance after Termination of the Partnership

After termination of the partnership, the former Partner or their legal successor may apply for the payout of any existing commission balance only in accordance with the respectively applicable payout conditions.

A corresponding application must be submitted within six months of termination of the partnership. The application must be made in writing to LAVAVITAE, by post or by e-mail to support@lavavitae.com.

After this period has expired, commission balances not applied for shall lapse, insofar as no mandatory statutory provisions preclude this.

15.9 Return and Deletion

After termination of the partnership, the former Partner must, without delay, return to LAVAVITAE or delete in a data-protection-compliant manner all confidential documents, business documents and personal data, insofar as there is no statutory retention obligation.

This applies in particular to

- partner data,
- customer data,
- internal company documents,
- confidential training materials,
- confidential company information, and
- other confidential data and documents belonging to LAVAVITAE.

Statutory retention obligations remain unaffected.

15.10 Continuing Validity of Individual Provisions

Even after termination of the partnership, those provisions of these GTC which, by their nature, are intended to have effect beyond the end of the partnership shall continue to apply.

These include, in particular, provisions regarding

- confidentiality,
- data protection,
- liability,
- trademarks and protective rights,
- outstanding payment and remuneration claims,
- non-competition obligations,
- confidentiality obligations, and
- other rights and obligations that continue to have effect after termination.

15.11 Suspension of the Partner Account

If the Partner violates obligations under these GTC, the Corporate Guidelines or the Compensation Plan, LAVAVITAE is entitled to temporarily suspend the Partner account.

The Partner must be informed of a suspension, stating the reasons, within a reasonable period. If the Partner does not remedy the breach of duty within a reasonable period, the Partner account shall remain suspended.

Remuneration, commissions or other payments that cannot be paid out due to a suspension for which the Partner is responsible shall be retained by LAVAVITAE without interest. Upon expiry of a three-year limitation period, the Partner loses the entitlement to these amounts.

16. DATA PROTECTION

16.1 The Partner's Data Protection Obligations

The LAVAVITAE Partner is prohibited from passing on, storing or using personal or customer-specific data of end customers

that becomes known to them, beyond the contractual rights and/or requirements.

16.2 Privacy Policy

Below is the privacy policy of LAVAVITAE GmbH. Our data protection coordinator can be reached at: support@lavavitae.com.

16.3 Data Processing in the Case of Informational Use of the Website

In the case of the merely informational use of our website, i.e. without registration or the active transmission of other information, LAVAVITAE collects only the personal data that your browser transmits to our server. If you wish to view our website, we collect the following data, which is technically necessary for us in order to display our website to you and to ensure stability and security:

- the browser type and version used,
- the operating system used by the accessing system,
- the website from which an accessing system reaches our website (so-called referrer),
- the sub-pages accessed via an accessing system on our website,
- the date and time of access to the website,
- an internet protocol address (IP address),
- the internet service provider of the accessing system,
- the respective country of origin of the access, from which the data is sent,
- the language of the browser.

Our web server stores this data separately from other data; we are unable to assign this data to a specific person. Following an anonymous evaluation for statistical purposes, this data is immediately deleted. The evaluation of the data serves LAVAVITAE's legitimate interest in optimizing our offering; the legal basis is Art. 6(1)(f) GDPR.

16.4 Cookies

In addition to the data mentioned above, cookies are stored on your computer when you use our website. Cookies are small text files that are stored on your hard drive, assigned to the browser you use, and through which certain information flows to the party that sets the cookie. Cookies cannot execute programs or transmit viruses to your computer. They serve to make the internet offering as a whole more user-friendly and effective.

The LAVAVITAE website uses the following types of cookies, the scope and function of which are explained below:

a. Transient cookies are automatically deleted when you close your browser. These include, in particular, session cookies. These store a so-called session ID, which allows various requests from your browser to be assigned to the shared session. This allows your computer to be recognized when you return to our website. Session cookies are deleted when you log out or close your browser.

b. Persistent cookies are automatically deleted after a specified period, which may vary depending on the cookie. You can delete cookies at any time in your browser's security settings.

c. Third-party cookies are not stored by LAVAVITAE but by third-party providers on a user's computer, and may be read from the LAVAVITAE Partner's computer on a subsequent visit to the website. Unlike cookies used by LAVAVITAE itself, these involve service providers who mostly collect information about users that is relevant to advertising. You can configure your browser settings according to your preferences and, for example, refuse to accept third-party cookies or all cookies. You can prevent the use of HTML5 storage objects by using private browsing mode in your browser. We also recommend regularly deleting your cookies and browser history manually. Please note that by deactivating cookies, you may not be able to use all functions of this website.

We use the following transient cookies:

1. Google Analytics Dashboard for WP displays Google Analytics reports and real-time statistics on the dashboard. It automatically inserts the tracking code on all pages of the website.

2. Pinit: gives us the ability to integrate social media accounts into the website. The use of cookies serves LAVAVITAE's legitimate interest in optimizing our offering; the legal basis is Art. 6(1)(f) GDPR.

16.5 Data Processing during Partner Registration

If you register with us as a LAVAVITAE Partner, we process further personal data about you:

a. To conclude the contract, we require the following personal data from you: title, name, address, e-mail address, telephone number, fax number, date of birth, social security number, VAT ID and, if applicable, company name, payment details for orders, and account details for payouts. This information is required to establish and carry out a contract as a LAVAVITAE Partner. The legal basis for processing this data is Art. 6(1)(b) GDPR.

b. As a LAVAVITAE Partner, you also have access to the Back-Office. In this Back-Office, you receive an overview of the orders that you have placed. For this purpose, you will be shown the following information: the products you have ordered, together with order number, order date, your Partner ID, name, role, contact details, order status and payment status, subscription (ABO) status, and SV points/status. This information is required for the calculation and traceability of your commission claims. The legal basis for processing this data is Art. 6(1)(b) GDPR. In addition, you can view a team overview in the Back-Office. There you receive information about the LAVAVITAE Partners and customers in your downline whom you have recruited. For this purpose, you will be shown the following information about the customers and LAVAVITAE Partners in your downline: user name, name, SV points/status, e-mail address, telephone number.

This information is required for the calculation and traceability of your commission claims. The legal basis for processing this data is Art. 6(1)(b) GDPR.

You will also receive information there about orders placed by your Partners and customers. For this purpose, you will be shown the following information: order number, order date, Partner ID, name, role/status, products, order status and payment status, subscription (ABO) status.

This information is required for the calculation and traceability of your commission claims.

The legal basis for processing this data is Art. 6(1)(b) GDPR.

16.6 Retention Period

On the basis of commercial and tax law requirements, we are obliged to store your address, payment and order data for a period of ten years. However, after two years, we restrict processing, i.e. your data is used only to comply with statutory obligations. The legal basis for this storage is Art. 6(1)(c) GDPR. In addition, upon full performance of the contract, which includes full payment of the agreed fees, the LAVAVITAE Partner's data is deleted.

16.7 Disclosure to Third Parties and Service Providers

We disclose your personal data to third parties only to the extent necessary for the performance of the contract or to safeguard our legitimate interests. To calculate the differential commission of the LAVAVITAE Partners in your upline, the information about your orders and your team overview listed above is also shown to the LAVAVITAE Partners in whose downline you are. For this purpose, the LAVAVITAE Partners in your upline receive the following information: order number, order date, Partner ID, name, role/status, products, order status and payment status, subscription (ABO) status.

This information is required for the calculation and traceability of your upline's differential commission. The legal basis for processing this data is Art. 6(1)(b) GDPR.

We also make use of external service providers (data processors) for the performance of the contract. A separate data processing agreement has been concluded with the service providers in order to ensure the protection of your personal data.

To process money transfers, it is necessary to disclose your bank details to our bank.

It is also necessary to transmit your data, such as name, address, telephone number and e-mail address, to our shipping carrier, if you have products delivered to yourself.

To carry out our bookkeeping, we disclose personal data related to your commission claims to our external bookkeeping service provider.

We also rely on service providers who support us in administering our IT infrastructure and data storage. These companies also have access to your data.

The transmission of data to the service providers named here takes place for the purpose of performing the contractual relationship with you and safeguarding our legitimate interests. The legal basis for these data processing activities is Art. 6(1)(b) and (f) GDPR.

16.8 Newsletter

With your consent, you can subscribe to our newsletter, through which we inform you about our current, interesting offers. The advertised products and services are named in the consent declaration.

For registration for our newsletter, we use the so-called double opt-in procedure. This means that, after your registration, we send you an e-mail to the address provided, in which we ask you to confirm that you wish to receive the newsletter. If you do not confirm your registration within 24 hours, your information will be blocked and automatically deleted after one month. In addition, we store the IP addresses used and the times of registration and confirmation. The purpose of this procedure is to be able to prove your registration and, if necessary, to clarify any possible misuse of your personal data.

The only mandatory information for sending the newsletter is your e-mail address. The provision of further, separately marked data is voluntary and is used to enable us to address you personally. After your confirmation, we store your e-mail address for the purpose of sending the newsletter.

You may revoke your consent to receiving the newsletter and unsubscribe at any time. You may declare the revocation by clicking the link provided in every newsletter e-mail, via the form on our website, by e-mail to support@lavavitae.com, or by a message to the contact details given in section 1.

We make use of external service providers (data processors) for sending the newsletter. A separate data processing agreement has been concluded with the service provider in order to ensure the protection of your personal data.

Our service provider for sending the newsletter is: https://brevo.com.

Please note that when sending the newsletter, we analyze your user behaviour. For this analysis, the e-mails sent contain so-called web beacons or tracking pixels, which are single-pixel image files stored on our website. For the evaluations, we link the aforementioned data and the web beacons with your e-mail address and an individual ID. The data is collected exclusively in pseudonymized form, meaning that the IDs are not linked to your further personal data, and direct identifiability of a person is excluded. You can object to this tracking at any time by clicking the separate link provided in each e-mail, or by informing us via another means of contact. The information is stored for as long as you are subscribed to the newsletter. After unsubscribing, we store the data on a purely statistical and anonymous basis.

This data processing takes place on the basis of your consent. The legal basis is Art. 6(1)(a) GDPR.

16.9 Contact

In the case of an inquiry to the contact e-mail address provided on the website, or via the contact form provided, only the personal data communicated by you within the scope of the consent obtained there is collected and processed. The data you transmit as part of an inquiry is collected, processed and used exclusively for handling your request.

We make use of external service providers (data processors) for operating our website. A separate data processing

agreement has been concluded with the service provider in order to ensure the protection of your personal data.

We use a provider for website hosting who handles the sending of contact e-mails. We transmit the following personal data about you to the service provider named here: name, e-mail address, telephone number if provided, and the name of the LAVAVITAE Partner at the time of first contact.

You may revoke your consent to the processing of your personal data within the scope of the contact inquiry at any time with effect for the future. You may declare the revocation via the form on our website, by e-mail to support@lavavitae.com, or by a message to the contact details given in section 1.

This data processing takes place on the basis of your consent. The legal basis is Art. 6(1)(a) GDPR.

16.10 Google Analytics

LAVAVITAE uses Google Analytics, a web analysis service provided by Google Inc. ("Google"). Google Analytics uses so-called "cookies", text files that are stored on your computer and that allow an analysis of your use of the website. The information generated by the cookies about your use of this website is generally transmitted to a Google server in the USA and stored there. If IP anonymization is activated on this website, however, your IP address will first be shortened by Google within member states of the European Union or in other contracting states of the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and shortened there. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile reports on website activity, and to provide the website operator with other services relating to website usage and internet usage.

The IP address transmitted by your browser as part of Google Analytics is not merged with other Google data.

You can prevent the storage of cookies through a corresponding setting in your browser software; however, we point out that in this case you may not be able to fully use all functions of this website. You can also prevent the collection by Google of the data generated by the cookie and relating to your use of the website (including your IP address), as well as the processing of this data by Google, by downloading and installing the browser plug-in available at the following link: http://tools.google.com/dlpage/gaoptout?hl=de.

This website uses Google Analytics with the extension "anonymizeIp()". This means that IP addresses are further processed in shortened form, which excludes the possibility of identifying a person. Insofar as the data collected about you has a personal reference, this reference is therefore immediately excluded and the personal data is thus promptly deleted.

We use Google Analytics in order to be able to analyze and regularly improve the use of our website. Through the statistics obtained, we can improve our offering and make it more interesting for you as a user. For the exceptional cases in which personal data is transferred to the USA, Google has submitted to the EU-US Privacy Shield, https://www.privacyshield.gov/EU-US-Framework.

Information about the third-party provider: Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland, fax: +353 (1) 436 1001. Terms of use: http://www.google.com/analytics/terms/de.html, privacy overview: http://www.google.com/intl/de/analytics/learn/privacy.html, as well as the privacy policy: http://www.google.de/intl/de/policies/privacy.

This website also uses Google Analytics for a cross-device analysis of visitor flows, which is carried out via a User-ID. You can deactivate the cross-device analysis of your usage in your customer account under "My Data", "Personal Data".

The use of Google Analytics serves LAVAVITAE's legitimate interest in optimizing our offering; the legal basis is Art. 6(1)(f) GDPR.

16.11 Social Plug-ins

LAVAVITAE uses so-called social plug-ins ("Plugins"). We currently use the following social media plug-ins: [Facebook, Google+, Twitter, Xing, T3N, LinkedIn, Flattr]. In doing so, we use the so-called two-click solution. This means that when you visit our page, no personal data is initially passed on to the providers of the plug-ins as a general rule. You can recognize the provider of the plug-in from the marking on the box, through its initial letter or logo. We give you the opportunity to communicate directly with the plug-in provider via the button. Only when you click on the marked field, thereby activating it, does the plug-in provider receive the information that you have visited the corresponding page of our online offering. In addition, the aforementioned data is transmitted. In the case of Facebook and Xing, according to the information provided by the respective providers, the IP address is anonymized in Germany immediately after collection. By activating the plug-in, your personal data is thus transmitted to the respective plug-in provider and stored there (in the case of US providers, in the USA). Since the plug-in provider collects data in particular via cookies, we recommend that, before clicking on the greyed-out box, you delete all cookies in your browser's security settings.

We have no influence on the data collected and the data processing operations, nor are we aware of the full scope of the data collection, the purposes of processing or the storage periods. Nor do we have any information regarding the deletion of the collected data by the plug-in provider.

The plug-in provider stores the data collected about you as usage profiles and uses these for the purposes of advertising, market research and/or the needs-based design of its website. Such an evaluation takes place in particular (including for users who are not logged in) in order to display needs-based advertising and to inform other users of the social network about your activities on our website. You have a right to object to the creation of these user profiles, whereby you must contact the respective plug-in provider in order to exercise this right. Through the plug-ins, we offer you the opportunity to interact with social networks and other users, so that we can improve our offering and make it more interesting for you as a user.

The disclosure of data takes place regardless of whether you have an account with the plug-in provider and are logged in there. If you are logged in with the plug-in provider, your data collected by us is directly assigned to your account with the plug-in provider. If you activate the enabled button and, for example, link the page, the plug-in provider also stores this information in your user account and shares it publicly with your

contacts. We recommend that you log out regularly after using a social network, and in particular before activating the button, as this allows you to avoid an assignment to your profile with the plug-in provider.

Further information on the purpose and scope of the data collection and its processing by the plug-in provider can be found in the privacy policies of these providers listed below. There you will also find further information on your related rights and setting options for the protection of your privacy. Addresses of the respective plug-in providers and URLs with their privacy notices: Facebook Inc., 1601 S California Ave, Palo Alto, California 94304, USA; http://www.facebook.com/policy.php; further information on data collection: http://www.facebook.com/help/186325668085084, http://www.facebook.com/about/privacy/yourinfo-on-other#applications and http://www.facebook.com/about/privacy/yourinfo#everyoneinfo. Facebook has submitted to the EU-US Privacy Shield, https://www.privacyshield.gov/EU-US-Framework.

Google Inc., 1600 Amphitheater Parkway, Mountainview, California 94043, USA; https://www.google.com/policies/privacy/partners/?hl=de. Google has submitted to the EU-US Privacy Shield, https://www.privacyshield.gov/EU-US-Framework.

Twitter, Inc., 1355 Market St, Suite 900, San Francisco, California 94103, USA; https://twitter.com/privacy. Twitter has submitted to the EU-US Privacy Shield, https://www.privacyshield.gov/EU-US-Framework.

Xing AG, Gänsemarkt 43, 20354 Hamburg, DE; http://www.xing.com/privacy. T3N, yeebase media GmbH, Kriegerstr. 40, 30161 Hannover, Germany; https://t3n.de/store/page/datenschutz.

LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043, USA; http://www.linkedin.com/legal/privacy-policy. LinkedIn has submitted to the EU-US Privacy Shield, https://www.privacyshield.gov/EU-US-Framework.

Flattr Network Ltd., headquartered at 2nd Floor, White Bear Yard 114A, Clerkenwell Road, London, Middlesex, England, EC1R 5DF, United Kingdom; https://flattr.com/privacy.

The use of the plug-ins serves LAVAVITAE's legitimate interest in optimizing our offering; the legal basis is Art. 6(1)(f) GDPR.

16.12 Rights of Data Subjects

You are entitled at any time to free information about your data, as well as to correction, deletion or restriction, or to have the data transferred to a body designated by you, free of charge. Furthermore, you may revoke your consent to processing operations at any time with effect for the future. If you would like further information about the storage of your personal data, or if you wish to exercise one of the rights mentioned, support is available at support@lavavitae.com or at LAVAVITAE's postal address. You also have the right to lodge a complaint at any time with the competent supervisory authority regarding our processing operations. Your competent supervisory authority is the one for your place of residence.

We hope that this information has helped you in exercising your rights. If you would like more detailed information about the data protection provisions, our data protection coordinator will be happy to assist you.

16.13 Availability of this Privacy Policy

This privacy policy can be viewed and downloaded at any time on the LAVAVITAE website.

16.14 Data Security

The Partner undertakes to take appropriate technical and organizational measures to protect personal data as well as confidential company information from loss, misuse, unauthorized access or other impermissible processing.

16.15 Data Breaches

The Partner must inform LAVAVITAE without delay if they become aware of a data breach, a data loss, or unauthorized access to personal data or confidential company information, insofar as this affects data or the legitimate interests of LAVAVITAE, customers, prospective customers or other Partners.

16.16 Use of Digital Services and AI Systems

The Partner may only enter, upload or otherwise process personal data, confidential company information or other non-publicly accessible information of LAVAVITAE in digital services, cloud applications or AI-based systems if this is permissible under data protection law and does not impair the legitimate interests of LAVAVITAE, customers, prospective customers or other Partners.

Even when using digital services or AI-based applications, the Partner remains fully responsible for complying with statutory data protection provisions as well as the confidentiality obligations under these GTC.

16.17 Continued Validity of Confidentiality and Data Protection Obligations

The obligations regarding confidentiality and the protection of personal data continue to apply even after the termination of the partnership, insofar as this is legally permissible or arises from the nature of the respective obligation.

17. AMENDMENTS TO THE GTC, CORPORATE GUIDELINES AND COMPENSATION PLAN

LAVAVITAE continuously develops its products, services, sales systems and internal processes. Likewise, legal, regulatory, economic or technical changes may require adjustments to these GTC, the Corporate Guidelines or the Compensation Plan.

17.1 Right to Amend

LAVAVITAE is entitled to amend or supplement these GTC, the Corporate Guidelines and the Compensation Plan with effect for the future, provided there is an objective reason for doing so and the legitimate interests of the Partners are appropriately taken into account.

Objective reasons may include, in particular:

- changes to statutory or regulatory requirements,
- changes in case law,
- further development of the business model,
- technical or organizational adjustments,
- expansions or changes to the product and service offering,
- adjustments to the compensation system,
- market or competitive developments, and
- other comparable objective reasons.

17.2 Editorial Amendments

LAVAVITAE is entitled to make editorial amendments, obvious error corrections, updates to references or purely linguistic adjustments at any time, provided that the rights and obligations of the Partners are not materially altered as a result.

17.3 Notification of Amendments

Amendments to these GTC, the Corporate Guidelines or the Compensation Plan will be communicated to the Partner in a suitable manner.

Notification may take place, in particular, via

- the Back-Office,
- e-mail,
- the news section,
- the LAVAVITAE website, or
- other communication channels used by LAVAVITAE.

The respectively applicable version is available in the Back-Office.

17.4 Entry into Force

Amendments enter into force at the time announced by LAVAVITAE.

Insofar as legally required, reasonable notice or transitional periods will be observed.

17.5 Statutory Rights of Objection

Insofar as legally required, the Partner will be informed of any existing rights of objection.

If the Partner exercises a statutory right of objection and continuation of the partnership on the previous terms is not possible or not reasonable for LAVAVITAE, both contracting parties reserve the right to terminate the partnership in accordance with statutory provisions.

17.6 Governing Version

The partnership is governed at any given time by the

- General Terms and Conditions,
- Corporate Guidelines, and
- Compensation Plan

in their respectively applicable version.

18. FINAL PROVISIONS

18.1 Limitation Period

All claims arising from this contractual relationship shall become time-barred for both parties within six months, insofar as this is legally permissible. The limitation period begins upon the due date of the claim, or at the time the claim arises, or when it becomes recognizable. Statutory provisions that mandatorily provide for a longer limitation period remain unaffected.

18.2 Applicable Law

The law of LAVAVITAE's registered seat applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the state in which the LAVAVITAE Partner has their habitual residence remain unaffected.

18.3 Place of Jurisdiction

If the LAVAVITAE Partner is a merchant, a corporation under public law or a special public-law fund, or has no general place of jurisdiction domestically, or relocates their residence abroad after conclusion of the contract, or their residence is unknown at the time legal action is brought, the place of jurisdiction and place of performance shall be LAVAVITAE's registered seat, i.e. Klagenfurt, Austria.

18.4 Assignment and Set-Off

The Partner is not entitled to transfer or assign rights or claims arising from the partnership, in whole or in part, to third parties without the prior written consent of LAVAVITAE.

A set-off against claims of LAVAVITAE is permissible only with counterclaims that have been legally established or expressly acknowledged by LAVAVITAE.

18.5 Written Form

Otherwise, amendments or additions to these General Terms and Conditions require written form. This also applies to any waiver of this written form requirement.

18.6 Severability Clause

Should any provision of these General Terms and Conditions be or become invalid or incomplete, this shall not render the entire contract invalid. Rather, the invalid provision shall be replaced by one that is valid and comes economically as close as possible to the intent of the invalid provision. The same shall apply to filling any gap requiring regulation.

18.7 Contract Language

The language of the contract is German.

If these GTC or other contractual documents are translated into other languages, the German version serves solely to improve comprehensibility. In the event of discrepancies or questions of interpretation, the German version alone shall be authoritative, insofar as this is legally permissible.

18.8 Components of the Agreement

Components of the partnership include, in particular

- these General Terms and Conditions,
- the Corporate Guidelines,
- the respectively applicable Compensation Plan,
- the privacy policy, and
- other regulations of LAVAVITAE expressly designated as components of the agreement.

In the event of contradictions between these regulations, the following order of precedence shall apply:

- individual written agreements
- General Terms and Conditions
- Corporate Guidelines
- Compensation Plan

Insofar as individual matters are governed exclusively in one of the aforementioned regulations, the provisions contained therein shall apply on a supplementary basis.

18.9 Entry into Force

These General Terms and Conditions enter into force on 13 August 2026.

Upon their entry into force, all previous versions of the General Terms and Conditions shall lose their validity.