

## **GENERAL TERMS AND CONDITIONS OF ESSENS CLUB MEMBERSHIP**

1. The Membership Agreement comes into effect on the date of signing of the Agreement by a representative of ESSENS Europe and registration of the candidate for membership of the ESSENS Club in the ESSENS Club membership database - the electronic ESSENS Europe records (database).

2. ESSENS Europe accepts only a legible completed original counterpart of the Membership Agreement or a scan thereof signed by the candidate for membership of the ESSENS club and, if applicable, the sponsor who recommended his/her membership of the ESSENS Club.

3. If the candidate for membership of the ESSENS Club has not specified a sponsor in the Agreement, (s)he will be requested to complete this information.

4. A person interested in membership of the ESSENS Club may become a registered member of the ESSENS Club only once. Furthermore, a member of the ESSENS Club may obtain only one membership number in the membership database of the ESSENS Club.

5. By signing the Membership Agreement, the candidate for membership of the ESSENS Club obtains his/her unique membership number that is pre-printed on the Membership Agreement and a password that will be sent automatically after registration in the membership database of the ESSENS Club, to the e-mail address indicated by him/her in the Membership Agreement.

6. ESSENS Europe is not liable for any damage resulting from disclosure of the membership number or password by a member of the ESSENS Club to third persons.

7. A natural person older than 18 years, a natural person operating a business or a legal person may become a member of the ESSENS Club.

8. ESSENS Europe may refuse to accept the Membership Agreement in the following cases:  
a.) the candidate for membership of the ESSENS Club is already registered in the ESSENS Club,  
b.) the Membership Agreement with the candidate for membership has been terminated in the past due to a breach of the General Terms and Conditions of ESSENS Club Membership or other binding rules applicable to the activities in the network of ESSENS Club members.

9. A member of the ESSENS Club has the right to provide advertising services for the benefit of the ESSENS trademark (sponsoring of new members) and to carry out direct sales of ESSENS products on his/her own behalf and in his/her own account as an entity operating an independent business. In that case, (s)he is obliged to comply with the related laws and regulations applicable in the country of his/her business and to submit the required tax returns and other surveys. If a member of the ESSENS Club requests that ESSENS Europe pay the commission, (s)he is obliged to deliver to ESSENS Europe the necessary documents in connection with the legislation applicable in the country of residence of the respective ESSENS Club member.

10. A member of the ESSENS Club who does not operate a business in the area of direct sales and advertising services while complying with the relevant laws and regulations may purchase ESSENS products exclusively for his/her own needs and, if appropriate, for his/her family members and acquaintances.

11. A member of the ESSENS Club who sells ESSENS products may present these products at markets, fairs, festivals and similar events, but exclusively for the purpose of advertising or recommending (sponsoring) new members for the ESSENS Club. (S)he may not sell products in shops, sales stands

and street stalls and in any bricks-and-mortar retail outlet, via Internet auctions and in any other manner which is at variance with the principle of direct sales. Sales via a member's Internet shop with a fixed sales price is not prohibited.

12. ESSENS Europe is not responsible for failure by a member of the ESSENS Club to obtain the required permissions for operating a business or for failure to pay the relevant taxes, levies or failure to comply with other obligations towards the State following from his/her business activities.

13. A member of the ESSENS Club agrees to provide clients, candidates for membership of the ESSENS Club and members of his/her network with information on the network of ESSENS members, information on prices, characteristics and availability of products from the ESSENS range in a manner which is clear and identical with the data from the up-to-date information, advertising and promotion materials released by ESSENS Europe, taking into account that the ESSENS products are the original products of ESSENS Europe. In any event, a member of the ESSENS Club may not mislead in any manner whatsoever any persons interested in ESSENS Europe products or in co-operation with ESSENS Europe.

14. A member of the ESSENS Club must present the products and co-operation to potential clients and persons interested in a manner that corresponds to the information in the publications and presentation materials released by ESSENS Europe.

15. A member of the ESSENS Club must purchase a starter kit (a set of perfume specimens currently offered by ESSENS) under his/her own registration number and directly from the ESSENS branch where (s)he is registered and which pays commission to him/her, not later than during the month that directly follows the month in which (s)he confirmed the 9% qualification. A member who fails to purchase the starter kit within the set period of time loses the entitlement to request payment of commission.

16. The entitlement to the payment of commission or to discounts for a given month is conditional on personal purchase by the ESSENS Club member for the given month in a total amount of at least 20 points.

17. Only points from the sale of original ESSENS Europe products are included in the personal purchase for the purposes of the payment of commission.

18. Subject to fulfilment of the above conditions, by achieving any of the qualifications determined in the ESSENS Marketing Plan, a member of the ESSENS Club becomes entitled to the payment of a commission which may be drawn by applying a discount on the goods of up to 90% of the price of the goods excluding VAT or by means of payment of remuneration into the member's bank account by the 15th day of the month immediately following the month of incurrence of the relevant entitlement.

19. A member of the ESSENS Club has the right to purchase ESSENS products without limitation in the country of the registered office of the ESSENS branch with which (s)he signed the Membership Agreement; (s)he has the right to purchase ESSENS products also in other ESSENS branches but subject to the limitation that (s)he may obtain a maximum of 100 points per calendar month for such purchases. The aforementioned arrangement has no validity if no ESSENS branch is operating in the country of residence of a member of the ESSENS Club.

20. A member of the ESSENS Club agrees to take over consignments with the products ordered by him/her within the takeover period and pay for them. In case of repeated failure to take over the ordered products, the member shall pay the costs associated with the sending and returning of the consignment. Repeated failure to take over a consignment with the ordered

ESSENS products may be considered as a reason for withdrawal from the Membership Agreement. An ESSENS branch has the right to refuse to process the orders of a member of the ESSENS Club who repeatedly acts in the above-mentioned manner and it has the right to deduct the costs associated with the sending and returning of the consignment from the member commission to which the member is entitled. If it is impossible to deduct the costs associated with the sending and returning of the consignment from the commissions of the member of the ESSENS Club, the respective ESSENS branch has the right to process the next order from that member only after all the thus-incurred costs have been paid.

21. A member of the ESSENS Club purchases products on his/her own behalf and in his/her own account. A member of the ESSENS Club is neither an agent nor an employee of ESSENS Europe.

22. A member of the ESSENS Club obtains points for purchasing defined ESSENS products. A list of point-yielding products, as well as the number of points obtained for purchasing the given ESSENS product, will be communicated to the members of the ESSENS Club in a manner ensuring that they can acquaint themselves with the number of points they will obtain for the relevant purchase before each order.

23. A member of the ESSENS Club agrees to refrain from any activities that could harm the goodwill of ESSENS Europe, any ESSENS branch or ESSENS products, particularly by disseminating untrue information that could harm them or in any other manner, particularly as a result of making illegal comparisons and using comparative advertising with other brands.

24. A member of the ESSENS Club shall request the consent from ESSENS Europe or the relevant branch of ESSENS for any publication or advertising containing the logo, trademark or the words ESSENS, ESSENS Europe, etc. Without consent, (s)he is not entitled to release publications or advertisements containing the aforementioned information. A member of the ESSENS Club may not change the appearance of ESSENS products and publications.

25. Membership of the ESSENS Club is heritable and transferable to a third person who is not a member of the ESSENS Club, with the written consent from ESSENS Europe, subject to compliance with the applicable laws of the given country.

26. A member of the ESSENS Club must monitor potential changes in the information materials of ESSENS, the General Terms and Conditions of ESSENS Club Membership and the related materials that are delivered to him/her by ESSENS electronically or are published in some other available manner.

27. Any amendments to any ESSENS rules and terms and conditions are valid and effective on the date of issuing thereof. An amendment to the General Terms and Conditions shall not render this Membership Agreement null and void and ineffective.

28. The Membership Agreement shall expire (a) by agreement of the Parties, (b) by a unilateral notice of termination by any of the Parties; in relation to ESSENS Europe, only in case of repeated breach of the General Terms and Conditions of ESSENS Club Membership. The period of notice equals one calendar month.

29. In case of expiry of the Membership Agreement, the member of the ESSENS Club loses entitlement to the withdrawal of commissions.

30. Any matters that are not regulated by the Membership Agreement and the related terms and conditions or rules shall be governed by the provisions of the applicable laws.