



WellU Auto Programme Regulations

§1 Definition

The Programme's Organiser is WellU Swiss Group GmbH, with its registered office at Schulstrasse 14, 9450 Altstätten, Switzerland, registered with the Handelsregister des Kantons ST. Gallen CHE-407.196.596, which entrusts the implementation, execution and operation of the Programme to WellU Ltd.. with its registered office in Gdynia, Wielkopolska Street 280, 81-531 Gdynia, entered in the National Court Register, maintained by the District Court Gdańsk- North VIII Division of the National Court Register, under KRS number 0000354591, NIP number: 586-225-16-36, from now on referred to as the Host.

Programme - the action described by the provisions of these Regulations. An integral part of these Regulations is the Rules of Cooperation, the Career Path regulations and the contents of the Commissioning Plan, available at <https://wellu.eu/news/downloads.html>. By joining the Programme and signing the Agreement constituting Annexe No. 2 to these Regulations, the Programme Participant declares that they are familiar with the documents mentioned above and accept their content.

Rules of Procedure - these Rules of Procedure.

Participant - a person using the Programme.

Qualifying turnover - the sum of the entire generation structure and the personal turnover of the four settlement weeks (current and last three closed weeks).

Lateral turnover - the difference between the qualifying turnover and the turnover of the generation structure branch with the highest turnover from the four settlement weeks (the current and the last three closed weeks).

§2 General rules for participation in the Programme

1. The Programme aims to:
 - a. To motivate Business Partners to increase and maintain their turnover,
 - b. To reward Business Partners for the systematic creation of new turnover with the privilege of long-term use of passenger cars without rental costs, excluding daily running costs as described in § 3 sections 2.
2. The Programme shall commence on 08 September 2018 and continue until further notice. The Programme Provider reserves the right to review and qualify for the Autoprogramme earlier billing periods before the Programme start date.



3. Only natural persons who meet all of the following requirements may participate in the Programme:
 - a. A person of legal age,
 - b. has total legal capacity,
 - c. Has a valid business account at wellu.eu (is a Business Partner),
 - d. holds a valid driving licence for category B.
4. Having and using a business account on www.wellu.eu is tantamount to joining the Programme, provided that the other conditions described in point 3 are met.
5. Participation in the Programme is voluntary; i.e. a Business Partner who does not agree to participate in the Programme and to abide by the rules of the Programme should make an explicit declaration of intent to this effect to the Programme Manager.
6. Employees of the Organiser and the Operator may not participate in the Programme. An employee, within the meaning of the Regulations, is a person employed by the Organiser or the Operator based on an employment contract.
7. The Participant receiving the prize acknowledges that the receipt of the prize constitutes income for the Participant under the tax regulations and is subject to income tax. Any tax consequences of receiving the award shall be borne exclusively by the Participant, who shall pay the cost of taxes himself, assuming that the value of the prize is equal to the value indicated in § 11 below. In the case of the surcharge referred to in §4 sections 4 below, the value of the award decreases, thus the monthly tax base.
8. Bearing in mind the need to guarantee equal opportunities to Participants in the Programme, the Host reserves the right to exclude a Participant from the Programme in the event of any actions to the detriment of other Participants. In particular, this concerns the undercutting of product prices below the price conditions available in the Host's official promotions.
9. The personal data of the Programme Participants will be processed following Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, RODO) in the private database of the Organiser. The information for Programme Participants referred to in Article 13 RODO is attached as **Annex 1** to these Regulations.
10. The Organiser has the right to terminate the Programme early, of which it is obliged to notify the Participants.



11. The WellU Autoprogramme has successive stages where increasingly higher-class cars are available for higher ranks of the career pathway:
 - a. Stage 1, Car: BMW 1 or equivalent – the value of the award is 2,000 PLN gross/month (in words: two thousand PLN gross),
 - b. Stage 2, Car: BMW 3 or equivalent – the value of the award 3,500 PLN gross/month (in words: three thousand five hundred PLN gross),
 - c. Stage 3, car: BMW X4 or equivalent – the value of the prize: 5,000 PLN gross/month (in words: five thousand PLN gross),
 - d. Stage 4, car: BMW X6 or equivalent – the value of the prize: 6,500 PLN gross/month (in words: six thousand five hundred PLN gross),
 - e. Stage 5, CAR: BMW 7 or equivalent – the value of the prize: 10,000 PLN gross/month (in words: ten thousand PLN gross).

§3 Eligibility rules for the Self-Programme

1. To be entitled to use a car in the WellU Autoprogramme, you must earn the appropriate rank following the Career Path and maintain it as a paid rank, as set out below:
 - a. **For Stage 1 (BMW 1, annual mileage limit of 20,000km)**, you must hold and maintain a paid Leader+ rank or higher for at least 10 out of 13 consecutive billing weeks and have completed a qualifying turnover of min. 6,000 PKT, including a minimum of 2,500 PKT of lateral turnover. Turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - b. **For Stage 1 (BMW 1, annual mileage limit of 30,000km)**, you must hold and maintain as a paid Vice Director rank or higher for at least 10 out of 13 consecutive billing weeks and have completed a qualifying turnover of min. 6000 PKT, including a minimum of 2500 PKT of lateral turnover. Turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - c. **For Stage 2 (BMW 3)**, you must hold and maintain a paid Director rank or higher for at least 20 out of 26 consecutive billing weeks and complete a qualifying turnover of min. 15000 PKT, including a minimum of 5000 PKT of lateral turnover. Turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - d. **For Stage 3 (BMW X4)**, you must hold and maintain as a paid Vice President rank or above for at least 20 out of 26 consecutive billing weeks and complete a qualifying turnover of min. 30000 PKT, including a minimum of 10000 PKT of lateral turnover. Turnover



expressed in points will be verified based on the relevant statistics of the Company's sales system.

- e. **For Stage 4 (BMW X6)**, you must hold and maintain as a paid President rank or higher for at least 20 out of 26 consecutive billing weeks and complete a qualifying turnover of min. 80000 PKT, including a minimum of 25000 PKT of lateral turnover. Turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - f. **For Stage 5 (BMW 7)**, you must hold and maintain as a paid International President rank for at least 20 out of 26 consecutive billing weeks and have achieved a qualifying turnover of min. 150000 PKT, including a minimum of 60000 PKT of lateral turnover. Turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
2. To obtain the right to use the car, apart from fulfilling all the requirements described in § 2, sections 2 and 4 and § 3, sections 1 and 2, it is necessary to send the Participant's express wish to use the car by e-mail to the following address: autoprogram@wellu.eu. The Company reserves 14 days for verification of the application.
 3. Once the qualification has been positively verified, the Company will agree with the Business Partner on the formalities for the transfer of the car based on a separate agreement between the Car-runner and the Business Partner, a model of which is attached as **Annex 2**.
 4. A person who has qualified for the Self-Programme shall not be entitled to any cash equivalent or compensation from the Organiser or the Programme Operator if they do not participate in the Self-Programme.

§4 Rules for the continued use of the car

1. At the beginning of each calendar month, a check is made to see if the Autoprogramme Participant meets the conditions for free car use.
2. The check considers the last four closed accounting weeks as of the review date.
3. To maintain the right to use the car free of charge, you must have a paid rank in all four weeks checked and the turnover required for the respective stage of the Autoprogramme.
4. It is permissible not to maintain the required paid rank in one of the four check weeks, but the turnover of the generation structure from this period must be at least at the level of the minimum requirements of the rank and stage of the Self-Programme, as follows:
 - a. For stage 1, with an annual mileage limit of 20,000km - qualifying turnover of min. 6,000 PKT, of which a minimum of 2,500 PKT side turnover.



- b. For stage 1, with an annual mileage limit of 30,000km - qualifying turnover min. 6,000 PKT, of which a minimum of 2,500 PKT side turnover.
- c. For stage 2 - qualifying turnover of min. 15,000 PKT, including a minimum of 5,000 PKT of lateral turnover,
- d. for stage 3 - qualifying turnover min. 30,000KT, including a minimum of 10000KT of lateral turnover,
- e. for stage 4 - qualifying turnover min. 80,000 PKT, including a minimum of 25,000 PKT of lateral turnover,
- f. for stage 5 - qualifying turnover min. 150,000 PKT, including a minimum of 60000 PKT of lateral turnover.

If the above conditions are not fulfilled, the Participant shall bear part of the car rental costs for the following calendar month, following the table, based on separate VAT invoices issued by the Carrier. It is also permitted to return the car under the conditions described in Annex 2 § 5.

	Stage 1	Stage 2	Stage 3	Etap 4	Stage 5
Amount of surcharge	1000 PLN net	1800 PLN net	2500 PLN net	3200 PLN net	5000 PLN net

- 5. Suppose the Participant fails to meet the conditions set out in points 3 and 4 for three consecutive calendar months. In that case, they lose the right to participate in the Autoprogramme and are thus obliged to return the car they used within the scope of the Autoprogramme under the terms and conditions stipulated in the car use agreement.
- 6. If the Participant fails to pay the surcharge within the deadline, the Organiser has the right to deduct the tax from the commission payable to the Participant.
- 7. The Participant shall lose the right to participate in the Autoprogramme and shall therefore be obliged to return the car used under the Autoprogramme on the terms and conditions provided for in the car use contract in the event of:
 - a. the cessation of any of the requirements for participation in the Self-Programme set out in § 2 sections 3 of the Regulations,
 - b. breach of the provisions of these Regulations,
 - c. violation of the Car Use Agreement.



8. In the case referred to in points 5 or 6, re-entry into the Self-Programme will again require compliance with the eligibility conditions described in § 3.

§5 Complaint procedure

1. Complaints related to how the Programme is run will be accepted in writing at the Operator's registered office or the e-mail address help@wellu.eu.
2. Complaints will be considered within 14 days of receipt unless the complaint requires the submission of additional documents. In such a case, the complainant will be informed within the time mentioned above limit about the papers to be submitted and the date by which the consideration of the complaint is postponed. The complainant will be informed of the outcome of the complaint procedure as soon as it has been resolved.

§6 Final provisions

1. These Regulations will be made available on the website <https://wellu.eu/news/downloads.html>.
2. The Organiser reserves the right to change the Terms and Conditions for important reasons. The amendments are effective from the date of their notification to Participants at the e-mail address provided by Participants on the wellu.eu website. A change to the Regulations does not affect the rights of Participants acquired before the change.
3. The Organiser stipulates that by the set of rules for the WellU career path in force as of 31.01.2023, available at www.wellu.eu, in the downloadable materials under "commission plan and career path", an addendum to this Agreement will be issued as of 01.01.2023. The User may withdraw from this Agreement within 14 days of receipt of the addition. Failure to remove from the terms and conditions contained in the addendum will mean that you have read and accepted its contents and the new terms and conditions of the Terms and Conditions resulting from the new set of rules to the Wellu Career Path.
4. In matters not covered by these Regulations, the provisions of Polish law shall apply.
5. The competent court for disputes between the Participants and the Organiser or the Operator shall be the court of the Operator's seat.





Annexe 1 - Personal Data Information Notice

1. WHO IS THE CONTROLLER OF YOUR DATA?

Swiss Group GmbH, with its registered office at Schulstrasse 14, 9450 Altstätten, Switzerland, registered with the Handelsregister des Kantons ST. Gallen CHE-407.196.596, from now on referred to as the Organiser, which in the organisation and conduct of the Competition is represented by WellU Ltd. with its registered office in Gdynia, Wielkopolska Street 280, 81-531 Gdynia, entered in the National Court Register kept by the District Court Gdańsk- North VIII Division of the National Court Register, under KRS number 0000354591, NIP number: 586-225-16-36.

2. WHY DO WE PROCESS YOUR DATA?

The primary purpose for which we process your data is to organise and carry out the Autoprogram incentive programme (from now on, the Programme), including handling complaints and claims. Your data will also be used to exercise your right to use the car.

The processing of the following personal data: name, surname, residential address, date of birth, personal identity number, identity document no. and series, driver's licence no. and series, referral ID, status, rank, login, business account balance, order history, ID number, takes place to pursue the legitimate interests pursued by the Administrator in the form of protection against your possible claims. This interest is based on the need to have evidence in case of doubts about the manner and extent of the performance of obligations between the parties.

The basis for processing your data here is the contract (with the content of the programme rules), which is concluded by joining the Programme.

If you consent, we will process your data for marketing purposes using telephone or electronic communication.

We will also process your data for tax, accounting, and archiving purposes. In this case, the basis for our processing of your data will be the provisions of the law, which require us to process your data for billing and tax purposes.

We will also process the data we collect to assert our rights and defend against claims, in which case we will process the data based on the legitimate interest of the personal data controller in the form of protection against your possible claims. This interest is based on the need to have evidence in case of doubts about the manner and extent of the performance of obligations between the parties.

We may also process your data for our direct marketing, which is an action based on the controller's legitimate interest.



If new processing purposes arise, we will inform you.

3. DO YOU HAVE TO PROVIDE US WITH YOUR DATA?

In the case of the conclusion and performance of a contract (about the content of the programme rules), we only collect the data, without which the contract in question cannot be performed. Provide data necessary for the conclusion and performance of the Agreement to ensure we can conclude or perform the contract with you. This consent is entirely voluntary if we collect your data based on your consent. Failure to do so will result in us not taking action indicated in our request for approval.

4. TO WHOM WILL WE SHARE YOUR DATA?

The recipients of your data will be:

- a. Our authorised employees and associates to whom your data will be disclosed so they can perform their duties, particularly WellU Ltd.
based in Gdynia,
- b. public authorities on request.

5. HOW LONG WILL WE KEEP YOUR DATA?

The retention period of your data is linked to the purposes and grounds for processing.

We will process your data arising from the conclusion of a contract, the performance of a service or a warranty/guarantee for the period in which claims relating to that contract may occur, i.e. six years + 12 months from the end of the year in which the contract was performed. We clarify that the period of 6 years indicated above is the possible limitation period for your claims. We have extended this period by 12 months in case of last-minute claims or service problems. The counting from the end of the year determines a single date of deletion for contracts ending in a given year.

We will process data processed for marketing purposes, including direct marketing of our products and services until you object to or withdraw your consent, but at most three years from your last contact with us.

We will keep data processed for billing, tax and archiving purposes for six years from the end of the year the Programme ended.

After the indicated periods, your data will be deleted or anonymised.

6. WHAT RIGHTS DO YOU HAVE CONCERNING OUR PROCESSING OF YOUR DATA?

You have some rights concerning our processing of your data.



Your rights are:

- a. The right to require us to access your data and the right to rectify, erase ("right to be forgotten") or restrict processing;
- b. the right to object to the processing of your data for direct marketing purposes, which results in our ceasing to process your data for direct marketing purposes;
- c. the right to object on grounds relating to your particular situation if the personal data is processed based on a legitimate interest. However, we will continue to process your data to the extent necessary if there is a legitimate reason on our side;
- d. the right to data portability of data processed in connection with the performance of a contract or based on your consent;
- e. where processing is based on your consent, you can withdraw your consent at any time. However, the withdrawal of your consent does not affect the lawfulness of processing your data that we have carried out based on your consent before its withdrawal.

You can exercise the powers mentioned above:

- a. a. by e-mail, sending an e-mail to: iod@wellu.eu,
- b. by writing to us at the following address: WellU Ltd. with its registered office in Gdynia, Wielkopolska Street 280, 81-531 Gdynia.

When contacting us, please remember to provide us with your contact details, preferred form, and contact time. This will enable us to respond more efficiently to your questions and requests.

7. RIGHT OF COMPLAINT

Suppose our explanations and actions prove insufficient or defective. In that case, you may at any time turn to the data protection authorities - in Poland, this is the President of the Office for Personal Data Protection.



Annexe 2 - Car Use Agreement

Lease agreement no. /2023 concluded on /2023 at between:

WellU Ltd, with a registered office in Gdynia, Wielkopolska Street 280, 81-531 Gdynia, entered in the National Court Register, maintained by the District Court Gdańsk- North VIII Division of the National Court Register, under KRS number 0000354591, NIP number: 586-225-16-36, from now on referred to as WellU, represented by Tomasz Jagielski - President of the Management Board,

a,

Name:.....

Address of residence:.....

Personal identity number:.....

No. and series of identity documents:.....



Driving licence no.:.....

From now on, referred to as the User or Lessee.

By signing the Agreement, the person mentioned above confirms that they are authorised to bind themselves under this Agreement effectively and, in this respect, does not need the consent of third parties.

The parties conclude the following Agreement:

§1 Subject of the Contract

1. WellU gives for use to the User a car of the brand colour....., year of production, with registration number, body number (from now on referred to as the "Car").
2. WellU undertakes to hand over the car to the User for use together with the equipment and technical documentation included in the handover protocol (Appendix No. 3). The release of the car to the User shall be confirmed by a take-over protocol of release of the car signed by authorised representatives of the Parties. In particular, the protocol will describe the car's general technical condition and its equipment's completeness. The User shall not be entitled to invoke circumstances not stated in the protocol of release of the car, in particular, possible defects, deficiencies in equipment or existence of damages.
3. If nothing else follows from the protocol of release of the car, by signing the protocol, the User confirms that the car is in a condition suitable for the agreed use, fully equipped and fully filled with operating fluids.

§2 Rights and obligations of the User

1. The User shall be obligated to use the car following its intended use as specified in this contract and the manufacturer's instructions for using the Vehicle and in any service recommendations.
2. The User shall be obliged to bear all costs of daily operations of the car. If the mileage limit described in §2 sections 4 below is exceeded, the User shall pay the inspection fee. Daily maintenance activities include activities performed within the scope specified in the car's instruction manual, in particular, checking and replenishing the level of oil, AdBlue fluid, brake



fluid, coolant and windshield washer fluid, checking the condition of tires and pressure, repairing or replacing with new ones of the same type and model (as agreed with the Car Operator) rims and damaged tires, unless the damage is a consequence of natural wear and tear or an established manufacturing defect, (whereby if, due to damage to one tire, it is technically required to replace all tires on one axle or all tires when specific technical conditions need it, the Renter shall bear the entire cost of such replacement), checks on the operation and repair of the car's lighting, including signal lights, and reviews on the process of the sound signal.

3. In case of that the User fails to comply with WellU's instructions, the car's manual or service instructions, and for this reason, WellU incurs additional costs, the User shall reimburse such costs to WellU.

4. The annual mileage limit for BMW 1 car for participants with the rank of Leader+ is 20,000 km, and for participants with the rank of Vice Director is 30,000 km. Exceeding the kilometre limit will result in an additional charge of 0,30 PLN net/km. The annual limit for BMW 3, BMW X4, BMW X6, and BMW 7 cars is 36,000 km; exceeding the kilometre limit will result in an additional fee of 0,50 PLN net for each kilometre driver.

5. The Participant shall be required to perform periodic inspections every two years or after exceeding 30,000 km.

6. In the case of a collision with another vehicle, the User must assist WellU in the liquidation proceedings before the insurer or in possible court proceedings. If the User fails to provide the required information or provides incorrect, incomplete or untrue information, and the Company insuring the car refuses to pay the insurance for this reason, the User shall bear all costs associated with the repair of the car, and if the repair is impossible or economically unreasonable, the User shall reimburse WellU for the value of the damaged car.

7. Along with the Car, the User shall be provided with (or made available online) the terms and conditions of insurance for the Car (Third Party Liability and AC). The User is obliged to familiarise himself with these terms and conditions. If in the case of damage to or loss of the car, the Company insuring the car does not pay the insurance on the grounds that the terms and conditions of the insurance in question have not been observed, the User shall be obliged to cover the damage in the amount not covered by the insurance paid out by the insurance company.

8. The Lessee is obliged to observe the recommendations for securing the car: locking and activating the alarm and using other security devices if they have been installed in the car. In case of theft, if the car was not adequately secured, the User shall bear responsibility for any resulting damage and costs.



9. The User may, under this contract, enjoy free of charge comprehensive maintenance services for the car, which consists of the organisation and implementation of mechanical service at authorised service stations, including all maintenance and repair activities of the car, excluding cases in which the need for maintenance or repair activities arises from circumstances for which the User is responsible both under and outside the 9. warranty, including mandatory technical inspections, excluding daily maintenance and cleaning activities for which the User is liable and whose costs are borne by the User;

- a) provide winter tires for the Car in October-March, including their replacement,
- b) provide storage of summer tires in winter and winter tires in summer,
- c) replacement of tires worn out during proper operation,
- d) the amount covered by WellU in connection with the replacement and storage of tires in the car is a maximum of 380 PLN (the cost of tire replacement is 200 PLN, tire storage 180 PLN). The amount dedicated is the maximum amount regulated by WellU for the services presented.

10. Comprehensive maintenance services are provided ONLY in the territory of the Republic of Poland. Addresses of authorised service centres:

- DEALER BMW BAWARIA MOTORS WARSAW, Czerniakowska Street 47, 00-715 Warszawa,
- DEALER BMW BAWARIA MOTORS KATOWICE, al. Roździeńskiego 204 , 40-315 Katowice,
- DEALER BMW BAWARIA MOTORS JANKI, al. Krakowska 5, 05-090 Falenty,
- DEALER BMW BAWARIA MOTORS GDAŃSK, al. Grunwaldzka 195, 80-266 Gdańsk.

If it is necessary to perform services comprising comprehensive maintenance services outside the Republic of Poland – the Sides of the Agreement shall separately agree on the principles of their performance.

11. In each case, the cost of transport of the Car/ arrival of the car to the point where comprehensive car maintenance services are performed shall be borne by the User.

12. The User shall not be entitled to make any expenditures or modifications to the car or its equipment or make any repairs outside the vehicle manufacturer's service network.

13. The User shall not be entitled to sublet the car or to make it available for use by third parties on any basis whatsoever except that the User shall be permitted to make the car available free of charge to a third side remaining in the same household of the User, although in such a situation the User shall be liable for the acts and omissions of that person concerning the car as for his own actions and omissions on a risk basis.



14. The User shall, in any case, be obliged to:

- a) park the car in a safe and designated place,
- b) take the keys and registration card from the car,
- c) not to leave the keys and registration card unattended; after leaving the car, make sure it is locked, and if the car is equipped with an additional alarm or security devices, such alarm must be activated and the devices activated,
- d) comply with traffic laws. The Renter shall not be charged with ignorance of such regulations,
- e) to use the Vehicle following its intended purpose,
- f) not to use the Vehicle to start other Vehicles, as well as to tow other Vehicles, trailers and others,
- g) not to make alterations to the Vehicle or changes subject to changes resulting from normal wear and tear,
- h) not to cover the Vehicle with any materials without the Lessor's consent,
- i) not to drive the Vehicle under the influence of any intoxicants or drugs causing disturbance of consciousness,
- j) not to participate with the Vehicle in competitions,
- k) not to use the Vehicle on roads and unpaved areas,
- l) non-smoking of tobacco and electronic cigarettes in the Vehicle,
- m) not to transport animals in the Vehicle,
- n) not to carry corrosive, dangerous, dirty or other materials by car that may cause damage or destruction of any elements of the Vehicle's equipment,
- o) to leave the Vehicle always locked during a stopover lasting more than 24 hours, in guarded parking lots, or to guard the Vehicle personally,
- p) The User is obliged to refuel the Vehicle only with fuel that conforms to the engine specifications of the Vehicle at gas stations of reputable companies and to keep the receipts of payment in case of engine failure due to defective fuel. In the case of failure to comply with this provision, the Renter may be held liable for damage caused by poor-quality fuel,
- q) The User is obliged to refrain from driving the Vehicle in areas of warfare, unrest, civil unrest and riots.



15. In the case that, due to the violation of the obligations indicated in this paragraph 14, the Company insuring the car refuses to pay compensation or reduces the compensation paid, the User shall be obliged to cover the costs of loss or repair of the car not covered by compensation.

16. In the case that, due to violation of the obligations specified in paragraph 14 or other obligations provided for in this contract or by law, the entity renting the Car to WellU imposes on WellU a contractual penalty or demands payment of compensation, the User shall be obliged to cover the value of such contractual penalty or compensation in full.

17. The User shall be responsible for traffic damage up to a net value of 30,000 PLN. If the User uses AC insurance, the User of a BMW car shall cover the deductible in the amount of PLN 1,000 net.

18. The User shall be liable for the acts or omissions of any person to whom he has given the car for use (whether or not following this Agreement) and for the acts or omissions of any persons using the car, including the User.

19. The User is obliged to drive the car within the European Union. It is forbidden to move the car on the territory of Russia, Ukraine, Belarus, Turkey, Moldova, Macedonia, Albania, Bosnia and Herzegovina and Montenegro. In case of violation of the prohibition, the responsibility for any resulting damages and costs shall be borne entirely by the User.

20. The User shall be responsible for all fees, fines, penalties and fines incurred in connection with the use of the car during the term of this Agreement, which will be charged to WellU or the entity renting the car.

21. If during the term of this Agreement, the User loses their driving privileges entitling them to drive the car, or if a valid and final judgment is issued against the User forbidding them to drive vehicles corresponding to the car, the User shall be obliged to notify WellU of this fact within two days, stop driving the car immediately and return the car at their own expense to a place indicated by WellU. In case the circumstances described in the preceding sentence arise, the User shall be fully liable, in particular for the damage to the car on general principles, up to an amount not lower than the value of the car determined as of the date the damage occurred, and shall bear the costs of the proceedings in which the damage will be claimed.

22. The User under the contract is obliged to use the car as their primary means of communication in order to promote the WellU brand as effectively as possible, and in particular to use the car to travel to a minimum of two events: WellU Gala, Business Weekend organised by WellU, WellU Swiss Group GmbH and other events, congresses and events.



23. At any time during the contract term, the Operator may request the User of the Vehicle to provide photos and videos showing the current state of the Vehicle in use.
24. The User is obliged to provide the Keeper 30 working days before the contract's end and the car's return with accurate photos and film showing the Vehicle in use. The car should be thoroughly washed and cleaned. The photos and video should show the entire car, with particular attention to all rims and axles of the Vehicle.

§3 Reporting of damages

1. The User is obliged to immediately (no later than two days after the occurrence of damage) report any damage to WellU at the address: help@wellu.eu and in the manner specified below.
2. The User is not entitled to report damages directly to the insurer.
3. In any case, the User is obliged to call the Police to the place of the event that caused the damage to the car that is the subject of the Agreement, in particular:
 - a. if an act of vandalism caused the damage (including car equipment),
 - b. if it participates in an accident in which any participant was injured or suffered death on the spot,
 - c. if it participates in an accident arising under the circumstances giving rise to a suspicion that a crime has been committed (e.g. the User presumes that the perpetrator of the incident is under the influence of alcohol or intoxicants),
 - d. if the perpetrator is not a citizen of the Republic of Poland,
 - e. if the circumstances of the event are disputable among its participants,
 - f. if the incident occurs within the last 3 (three) months of the contract term,
 - g. if the perpetrator, who is a third party at the time of occurrence of the event, does not have with him a valid driver's license authorising him to drive the Vehicle in which he was involved in the incident, a registration certificate, a valid technical inspection or a confirmation of compulsory third-party liability insurance valid on the date of the damage,
 - h. if the third-party perpetrator of the incident refuses to issue a statement on causing the damage containing, in particular, the date (day, month, year, time) place of the incident, date of drawing up the statement, data of drivers and car owners, designation of the vehicles involved in the collision (registration number, make, model), data on the perpetrator's third-party liability insurance policy (policy number and name of the insurance company), detailed



description of the circumstances under which the collision occurred, personal data of any witnesses, constituting Appendix No. 4 to this Agreement.

The User shall be liable for the resulting damage up to its total amount in the event of:

- violation of the obligations described in paragraph 3 above, in particular in the case of refusal of the insurer to pay compensation,
 - **failure to report the damage.**
4. The User is obliged to immediately notify the Police about the theft of the car being the subject of the Agreement no later than within 6 hours from the moment of obtaining information about the robbery.
 5. The User is obliged to call the appropriate emergency services to the scene of the incident if necessary.
 6. The User must fill in the damage report attached as Appendix No. 2, also available at <https://wellu.eu/news/downloads.html>.
 7. The User is obliged to send immediately, not later than within two days of the incident, completed statements of the perpetrator of the collision, a copy of the registration certificate, driver's licence, certification or a copy of the incident scene note made by the Police, accurate photos of the Vehicle, i.e: front, rear, right side, left side, photo of the odometer, accurate photos of the damage and other documents that the insurer requires following the general terms and conditions of the auto insurance contract to the e-mail address: autoprogram@wellu.eu.

§4 Car maintenance

1. WellU undertakes to deliver the car to the User in a condition for the agreed use.
2. WellU undertakes to replace the cars with new ones within a certain period of time. BMW 1 cars will be replaced after a period of 24 months from the date of signing the contract. BMW 3, X4, and X6 cars will be replaced after a period of 13 months from the date of signing the contract. WellU reserves the right to change the replacement date indicated above at any time and date.
3. The User undertakes to maintain the car in an undamaged, serviceable condition, particularly to the extent indicated in paragraph 4 below.
4. In particular, the following obligations shall be borne by the User at his own expense:
 - a) Replenishment and replacement of the car's operating fluids, in particular fuel,



- b) Replacement of functional elements of the car subject to wear and tear, such as light bulbs, windshield wipers, brake pads, etc.,
 - c) topping up the air in the car's tires
 - d) and keeping the exterior and interior of the car clean.
5. In performing the activities referred to in paragraph 3 above, the User shall use only the parts and services intended for the car following its manual and the manufacturer's recommendations and in its service network. The User shall be responsible for all consequences of failure to comply with the obligation described in the preceding sentence.

§5 Termination of the Agreement

1. WellU shall have the right to terminate this Agreement without notice, in particular, if:
 - a. The User uses the car in a manner contrary to the Agreement or inconsistent with its intended use,
 - b. The User does not comply with operating recommendations contained in the Car manual and the provisions of this Agreement,
 - c. The User otherwise violates this Agreement or fails to comply with the requirements contained in the Auto Regulations,
 - d. WellU has forfeited the right to continue to give the car to the User,
 - e. WellU has terminated the validity of the Autoprogramme,
 - f. The User has discontinued participation in the Autoprogramme.
2. WellU is under no obligation to provide the User with a replacement Car. WellU's liability for any damages to the User in case of inability to use the car for any reason is excluded.
3. The User shall be obliged to return the car within three days after the expiration or termination of the contract. The car shall be returned in an undamaged technical condition, taking into account wear and tear resulting from regular operation, to the place indicated by WellU, at the expense and effort of the User, under pain of charging the User with all costs resulting from and arising from a violation of this obligation by the User, including the fees of so-called substitute performance and compensation on general principles.
4. In the situation described in paragraph 3 above, the car should be returned: cleaned inside and outside and with operating fluids and fuel filled. A car acceptance protocol will document the return.



5. In situations requiring it, the assessment of the technical condition of the object and the value of the damage suffered by WellU may be carried out by an expert appointed by WellU at the User's expense.
6. The User accepts and agrees that any financial obligations under this Agreement that the User has or may have to WellU, in particular damages, shall be first deducted from the remuneration due to the User from WellU Swiss Group GmbH with its registered office at Schulstrase 14, 9450 Altstatten, Switzerland. This entity shall remit to WellU the relevant receivables upon presentation to this entity of the contents of this Agreement and proof that the respective receivables are due, both in principle and amount.
7. If any damage to the car, including diminution of its value, etc., the User shall pay WellU appropriate compensation and bear all related costs.

§6 Final provisions

1. The relevant provisions of Polish law shall apply to matters not covered by the Agreement.
2. Any disputes arising under the Agreement shall be settled by the court having jurisdiction over the seat of WellU.
3. Any changes to this Agreement shall be made in writing in the form of an annexe, otherwise being null and avoided.
4. The Agreement has been drawn up in two counterparts, one for each side.

WellU

Participant

.....

.....



Attachment No. 3 – Car Acceptance and Delivery Protocol

.....

(place, date)

1. SELLER

.....

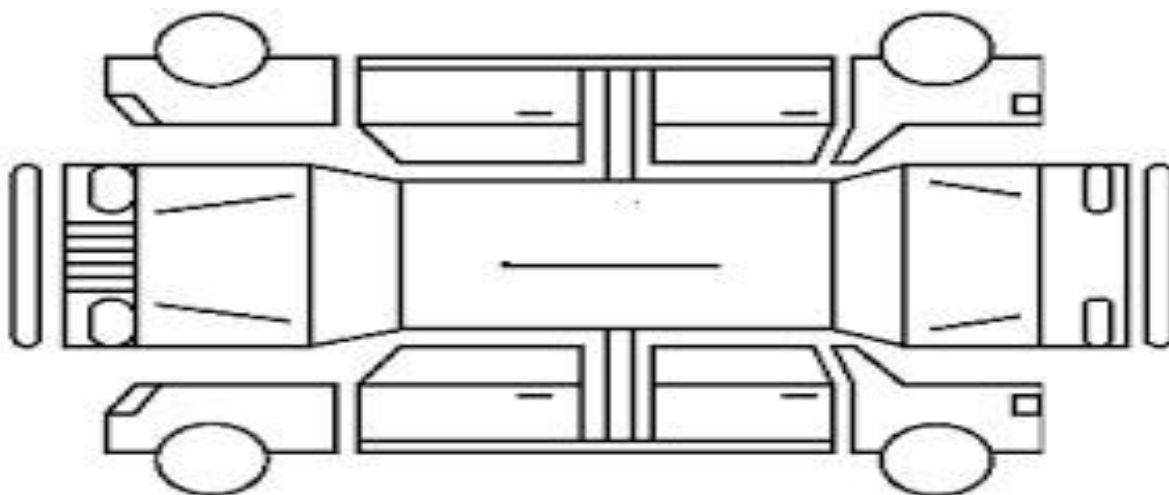
(Signature)

2. RECEIVER

.....

(Signature)

VEHICLE AND DAMAGE:



Damage description:

.....

.....

.....

.....



3. Make of Car _____
4. Model _____
5. Registration Number _____
6. Registration certificate number _____
7. Vehicle identification number VIN _____
8. Liability insurance _____
9. Meter status _____
10. Number of keys _____
11. Accessory equipment _____
12. Comments: _____
13. Accepted without objection/reservations (delete as appropriate):

DISCLAIMER

ACCEPTING

.....

.....



Appendix No. 4 – Statement of the perpetrator of the accident

Data of the perpetrator:

Name and surname:

Residential Address:

Phone Number:

ID Number:

Vehicle make/model:

Vehicle make/model:

Liability insurance policy no: issued by:

.....

.....

Policy valid from:to:

As the perpetrator of the accident, I declare that on at
in the locality of while driving a car of the make mentioned above with the
registration mentioned above number, I caused a collision for which I am at fault. Event description:

.....

.....

.....

.....

.....

Data of the victim:

Name:.....

Surname:.....

ID card number:

Vehicle make/model:

Vehicle registration number:

Data of the witness:

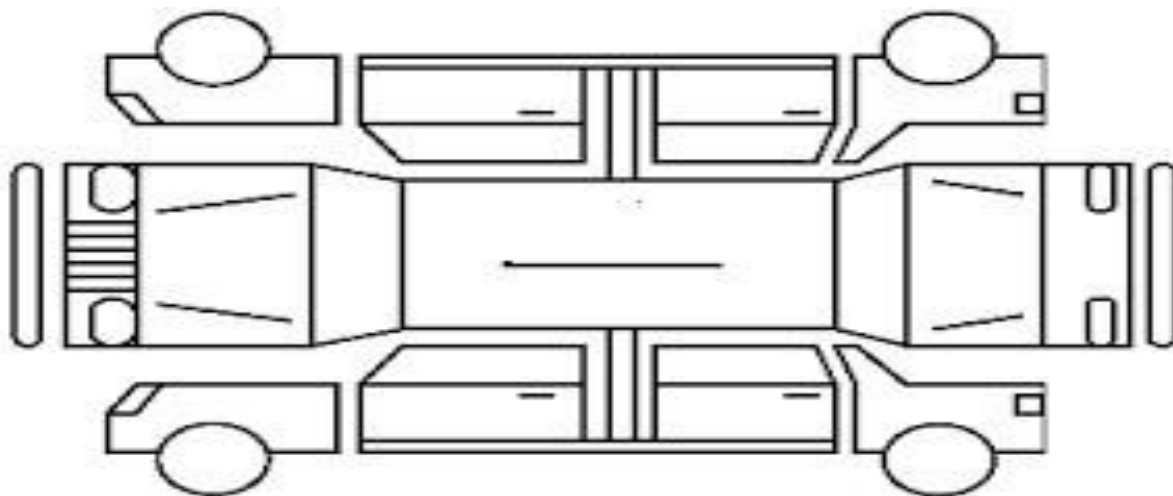
Name:

Surname:

Phone Number:

Residence address:

VEHICLE AND DAMAGE



Visible damage to the victim's Vehicle:

.....
.....
.....
.....
.....

The right to report additional damage, visible with detailed technical inspection, is reserved.

Site drawing:

Date and legible signature of the offender:

.....

Date and legible signature of the victim:

.....