



"WellLease Programme" Agreement

No. concluded on r.
in..... among:
WellU Ltd., headquartered in Gdynia, Wielkopolska Street 280, 81-531 Gdynia, entered in the National Court Register, maintained by the Sąd Rejonowy Gdańsk – Północ VIII KRS Department, under KRS number 000035459, NIP number: 586-225-16-36, represented by:

From now on, referred to as the Keeper,
and,

Name and last name:

Residence:

Personal ID Number:

No. and series of identity documents:

Driver's licence number:

Name and location of the business:

NIP:

REGON:

Business Partner ID Number:

From now on, referred to as Businesspartner, BP or Participant,
and,

Name and last name:

Residence:

Personal ID Number:

No. and series of identity documents:

Driver's licence number:

Name and location of the business:

NIP:



REGON:

Business Partner ID Number:

From now on, referred to as Lessee

§1 Definition

The Programme's Organiser is WellU Ltd., headquartered in Gdynia, Wielkopolska Street 280, 81-531 Gdynia, entered in the National Court Register, maintained by the Sąd Rejonowy Gdańsk – Północ VIII KRS Department, under KRS number 000035459, NIP number: 586-225-16-36, from now on referred to as **the Host**.

Programme – the action described by the provisions of this Agreement.

Agreement – this Agreement.

Participant – the person using the Programme.

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

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

§2 General rules of participation in the Programme

1. The purpose of the **WellLease Programme** is:
 - To motivate Businesspartners to increase and maintain turnover,
 - to reward Businesspartners for the systematic creation of new business turnover by subsidising the Business Partner's car lease instalment,
2. The Programme shall commence on January 28, 2023, and shall continue until further notice. The Programme Manager reserves the right to verify and qualify for the WellLease Programme of earlier accounting periods before the date of the Programme's commencement.
3. Only an individual who meets all of the following requirements together may be a participant in the Programme:
 - a) A person of legal age
 - b) has the total legal capacity
 - c) and has a valid business account at wellu.eu (is a Businesspartner),



4. Having and using a business account on wellu.eu is tantamount to joining the Programme, assuming that the other conditions described in § 3 are met.
5. Participation in the Programme is voluntary; i.e. a Businesspartner that does not agree to participate in the Programme and to follow the rules of the Programme should make a clear statement of intent in this regard to the Host.
6. Employees of the Host may not participate in the Programme. An employee within the meaning of the Agreement is a person employed by the Host based on an employment contract.
7. The Participant receiving the prize acknowledges that receipt of the prize constitutes income for them under the tax laws and is subject to income tax. Any tax consequences of receiving the prize shall be borne solely 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 § 3 sections 3 below. In the case of the surcharge referred to in §4 sections 5 below, the value of the prize, and thus the monthly tax base is reduced.
8. Bearing in mind the necessity of guaranteeing equal opportunities to the Participants of the Programme, the Host reserves the right to exclude a Participant from the Programme in the event that actions to the detriment of other Participants are found.
9. The personal data of the Programme Participants will be processed following the Regulation of the European Parliament and the Council (EU) 2016/679 of April 27, 2016, on the protection of natural persons in connection with the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation, RODO) in the personal database of the Organizer. The information for Programme Participants referred to in Article 13 of RODO is attached hereto as Annex No. 1.
10. The Organizer has the right to terminate the Programme early, of which it is obliged to notify the Participants.

§ 3 Eligibility rules for the "WellLease Programme"

1. WellU Ltd. shall, subject to the other provisions of this Agreement, finance the lease instalment under the terms of paragraph 3 starting from the first month following the month in which the Business Partner has earned the appropriate rank and at the same time has maintained it as payable. In order to receive the surcharge, the Business Partner, following the provisions of the Agreement, must additionally submit an appropriate application to the Host to join the WellLease Programme.
2. Under the Programme, the Company agrees to subsidise the car lease instalment for the period of participation in the Program. The subsidy applies to a car that is accepted by the Company and designated following the contents of this Agreement (from now on referred to as the "**Car**"),



3. In order to obtain a subsidy for a lease instalment in the WellLease Programme, the Business Partner should meet the following requirements:

Acquire the appropriate rank and maintain it as a paid rank, according to the following requirements::

- a) **For Stage 1**, in which a surcharge of PLN 2,000 gross (in words: two thousand gross zlotys) is due, you must have and maintain a paid Leader+ rank or higher for at least 10 out of 13 consecutive billing weeks and realise a qualifying turnover of min. 6000 PKT, including a minimum of 2500 PKT of lateral turnover. The turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - b) **For stage 2**, in which a surcharge of PLN 4,000 gross (in words: four thousand PLN gross) is due, one must hold and maintain a paid Director rank or higher for at least 20 of 26 consecutive billing weeks and realise a qualifying turnover of min. 15000 PKT, including a minimum of 5000 PKT of lateral turnover. The turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - c) **For Stage 3**, in which a surcharge of PLN 5,500 gross (in words: five thousand five hundred PLN gross) is due, one must hold and maintain as a paid Vice President rank or higher for at least 20 out of 26 consecutive billing weeks and realise a qualifying turnover of min. 30000 PKT, including a minimum of 10000 PKT of lateral turnover. The turnover expressed in points will be verified based on relevant statistics from the Company's sales system.
 - d) **For stage 4**, in which a surcharge of PLN 6,500 gross (in words: six thousand five hundred gross) is due, one must hold and maintain a paid President rank or higher for at least 20 out of 26 consecutive billing weeks and realise a qualifying turnover of min. 80000 PKT, including a minimum of 25000 PKT of lateral turnover. The turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
 - e) **For Stage 5**, in which a surcharge of PLN 10,000 gross (in words: ten thousand PLN gross) is payable, the rank of International President must be held and maintained as a payable rank for at least 20 out of 26 consecutive settlement weeks and a qualifying turnover of min. 150000 PKT, including a minimum of 60000 PKT of lateral turnover. The turnover expressed in points will be verified based on the relevant statistics of the Company's sales system.
4. The Business Partner is obliged to provide the Host with a copy of the concluded lease agreement, the instalment schedule, and the protocol of acceptance of the leased Car. The Business Partner should send these documents by e-mail to autoprogram@wellu.eu or the Host's mailing address.
 5. During the term of this Agreement, the Handler has the right to request the re-submission of the documents described above, particularly the current lease schedule.
 6. The condition for obtaining the right to receive a subsidy to the lease instalment, in addition to meeting all the requirements described in this Agreement, is to send by e-mail to: autoprogram@wellu.eu an application of willingness to participate in the Programme following Appendix No. 2 concerning the receipt



of a subsidy to the car lease instalment. The Company reserves a 14-day deadline for verification of the application.

7. After positive verification of the qualification, the Company contacts the Businesspartner and establishes the formalities for subsidising the car lease instalment, including the signing of a contract between the Businesspartner and the Businesspartner.

§ 4 Rules for receiving subsidies

1. At the beginning of each calendar month, a verification is made as to whether the WellLease Programme participant meets the conditions for receiving a subsidy for car lease instalments specified in § 3 sections 1 and 3.
2. The last four closed settlement weeks are considered the confirmation date during the monthly verification.
3. In order to receive a subsidy for the car lease instalment, it is necessary to maintain in all four checked weeks the payable rank and turnover required for the stage specified in § 3 sections 3.
4. It is permissible not to maintain the required paid rank in one of the four checked weeks, but the qualifying turnover from this period must be at least at the level of the minimum requirements of the rank and stage specified in § 3, sections 3, following the conditions below.
5. If the Business Partner has not maintained the required paid rank in two of the four checked weeks, but the qualifying turnover from this period is at least at the level of the minimum requirements of the rank and stages specified in §3 sections 3, the Business Partner will receive 50% of the surcharge amount.
6. In case of lack of qualification in more than two tested weeks, the Businesspartner is entitled to the surcharge from the lower stages of the Programme described in §3. sections 3 on a proportional basis.
7. The Operator stipulates that the type and value of the Car selected by the Business Partner do not change the financing value of the lease instalment in the WellLease Programme, the amount of which has a fixed value until the end of the lease agreement.
8. If the above conditions are not met, the surcharge shall not apply until re-qualification.
9. The Business Partner who has advanced by 2 stages during the term of the Agreement is obliged to change the Car, which will be of a higher class and corresponds to the standards of representation adopted following §6 sections 3 of the Agreement. The Participant will change the Car as soon as possible but within a maximum period of 2 years from the time of promotion.

§5 Settlement

1. In the event that the Business Partner meets all the requirements outlined in this Agreement, the Business Partner shall pay the surcharge amount specified in §3 sections 3.
2. The surcharge will be paid based on an adequately issued VAT invoice or bill with a minimum 14-day payment term to WellU Ltd. Wilekopolska Street 280, 81-531 Gdynia NIP: PL586-225-16-36
3. The invoice should be sent to autoprogram@wellu.eu.



4. Business Partners whose country of tax residence is a country other than Poland are obliged to provide a tax residence certificate. This certificate must be provided before the payment date of the first invoice under this Agreement. The residency certificate must be updated on each anniversary of the contract.

The residency certificate is issued by the Tax Office having jurisdiction over the Business Partner's registered office.

5. The Residence Certificate must be sent in original to the Business Partner's address.

§6 Rights and obligations of the Participant of the "WellLease Programme"

1. The costs associated with using the Car, i.e. all costs of insurance, car repairs, periodic inspections and replacement of parts and operating fluids, are borne solely by the Business Partner. Additionally, the Business Partner stipulates that the Business Partner is not responsible for any damage and/or destruction resulting from using the Car.
2. Under the Programme, the Business Partner shall:
 - a) Place the logo on the leased Car and mark the Car with promotional materials following the Guide,
 - b) Ensure at all times that the abovementioned signs are properly displayed, and the Operator has the right to inspect the condition of the signs on the Car. The business partner is not permitted to display any other markings on the Car other than those indicated by the Operator.
 - c) If the vehicle's licence plate promotes a company that competes with the Organiser or the Operator, the Business Partner shall, within 60 days of concluding this Agreement, change the licence plate at his own expense.
 - d) use the Car as its primary means of communication to promote the Company and its products (subject to paragraph 4 below),
 - e) maintain the Car in a correct technical and aesthetic condition, bearing in mind that this is the image of the Company and the products it offers.
3. For marketing reasons, the Business Partner is required to comply with the requirements for the make and model of the car. In order to participate in the Program, it is necessary for the Business Partner to use a new or used Car, but it must not be older than four years and during the term of the lease instalment subsidy contract, the car must not exceed seven years from the date of production, and during the term of the Lease Subsidy Contract, the Car must not exceed seven years from the date of manufacture. The car brands recommended by the Company are Audi, BMW, Mercedes, Jaguar and Range Rover. The car model, is subject to the provisions of §4.9. must be matched to the following requirements:
 - Leader+ CLASS C PREMIUM
 - Vice Director CLASS C PREMIUM
 - Director CLASS D PREMIUMP



- Vice President. CLASS E PREMIUM

- President CLASS E PREMIUM

- International President CLASS F PREMIUM

In individual cases, the Company may waive these requirements upon approval of the BP vehicle in question.

4. It is permissible for a person with whom the Business Partner runs a joint household and who will use the designated Car daily to be a party to a car leasing or rental Agreement. In such a case, the Business Partner is liable for the acts and omissions of such a person as if they were his own, and in particular, the Business Partner is responsible for the proper performance of all obligations under the contract by such person. In the situation described above, the signatures of the Lessee will be required on the contract.
5. The Company shall, at any time during BP's participation in the Scheme, be entitled to request BP to change the Car's wrapping, in which case the Company shall indicate to BP the new wrapping and the date by which BP shall be obliged to change the image of the Car. BP shall bear the costs of changing the wrapping.
6. The Company may, at any time during BP's participation in the Scheme, request BP to remove the wrapping from the Car, mainly if there is significant deterioration in the technical or aesthetic condition of the Car.
7. The TA is obliged to immediately remove, at his own expense, the decals on the Car in any case of termination of participation in the Programme and/or termination of the Cooperation with the Company.
8. During the contract term, the Operator may call upon the Vehicle User to present photographs and films showing the vehicle's current condition.
9. The financing of the leasing instalment for the Business Partner refers to the offer of leasing and car rental, not to the purchase of a car for ownership or the choice of another form of financing than mentioned above.
10. The Operator is entitled to refuse to finance the leasing instalment if the Business Partner fails to comply with the provisions of this Agreement. If the Business Partner is ineffectively summoned and given a deadline to cease violations as in the preceding sentence, WellU Ltd. has the right to terminate this Agreement without notice immediately.
11. In the event of termination of the lease agreement or loss of the vehicle, for whatever reason, and inability to operate the vehicle (e.g. total loss, theft, assignment of the Agreement), the Business Partner is obliged to inform the Operator of this fact no later than ten days from the occurrence of such a situation.
12. In the case described in § 11 section 11, the Operator suspends the execution of this Agreement as soon as the Operator has made a statement to the Business Partner.

§7 Complaint procedure

1. Complaints about how the Programme is run will be accepted in writing at the Operator's registered office or by e-mail to autoprogram@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.

§8 Final provisions

1. This Agreement will be made available on the website <https://wellu.eu/news/downloads.html>.
2. The Organiser reserves the right to amend the Agreement for valid reasons. Amendments shall be effective as of the date of their notification to the Participants at the e-mail address provided by the Participants in their application for participation in the Programme, which is attached as Appendix 2 to the Agreement. The amendment to the Agreement does not affect the Participants' rights acquired before the modification.
3. In matters not covered by this Agreement, the provisions of Polish law shall apply.
4. 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?

The Administrator of your data is WellU Ltd., headquartered in Gdynia, Wielkopolska Street 280, 81-531 Gdynia, entered in the National Court Register, maintained by the Sąd Rejonowy Gdańsk – Północ VIII KRS Department, under KRS number 000035459, NIP number: 586-225-16-36.

2. WHY DO WE PROCESS YOUR DATA?

The primary purpose of processing your data is to organise and carry out the WellLease Incentive Programme (from now on: the Programme), including handling complaints and claims. Your data will also fulfil your right to use the Car.

The processing of the following personal data: name, surname, residential address, date of birth, Personal ID Number., identity document no. and series, driver's licence no. and series, referral ID, status, rank, login, business account balance, order history, ID number, occurs for 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 concluded by your enrolment in the Programme. If you give us your separate consent, we will process your data using telephone or electronic communication for marketing purposes.

We will also process your data for billing, tax and archiving purposes. In this case, the basis for processing your data will be the law provisions requiring us to process your data for tax and accounting 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 controller's legitimate interest in protecting against your possible claims. This interest is based on the need to have evidence in case of doubts about the manner and extent of performance of obligations between the parties.

We may also process your data for our direct marketing, which will then be an activity based on the legitimate interest of the personal data controller.

If new purposes for processing arise, we will inform you of this.

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

In the case of the conclusion and performance of a contract, we only collect data, without which the contract in question cannot be performed. Provide the data necessary for the conclusion and implementation 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 that they can perform their duties, particularly WellU Ltd.

based in Gdynia,

b. public authorities upon request.



5. HOW LONG WILL WE STORE YOUR DATA?

The storage 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 during which claims related to this contract may occur, i.e. for 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 additionally by 12 months in case of last-minute claims or problems of service, and the counting from the end of the year serves to determine a single deletion date 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 several 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 the cessation of processing by us

Your data for direct marketing purposes;

- c. The right to object on grounds relating to your particular situation where 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 have the right to withdraw your consent at any time.

However, withdrawal of consent does not affect the lawfulness of our processing of your data that we carried out based on consent before departure.

You can exercise the powers mentioned above:

- a. by e-mail to: iod@wellu.eu,
- b. by writing to us at the following address: Wellu Ltd. with a registered office in Gdynia, 280 Wielkopolska St., 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

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



Annex 2 to the "WellLease Programme" Agreement

NOTIFICATION OF WILL TO PARTICIPATE in the "WellLease Programme"

As a Business Partner of WellU Ltd. in Gdynia (from now on referred to as the "Company"), I, as a result of this, declare my willingness to participate in the "WellLease Programme", which is organised by the Company.

I declare that I have read the Agreement in force and agree to all its provisions.

Name:

Address of residence:

Personal ID Number:

No. and series of identity documents:

Driving licence no.:

Name and location of the activity*

NIP:

REGON:

Business Partner ID Number:

I indicate that the vehicle with which I will perform the promotional activities described in the Programme Agreement is:

Brand:

Year of production:

Colour:

Course:

Owner:

Leaseholder

I indicate that my e-mail address to which correspondence from the Company, including concerning amendments to the Agreement, will be sent is: _____.

I undertake to inform the Company of any changes to the data I have indicated in this application.

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



Date and signature of the
Business Partner

Date and signature of the Lessee

Date and signature of the
Operator