

General Terms & Conditions of Membership to Aromalchimie Opportunity©

These General Terms and Conditions govern the relationship between

The company Aromalchimie S.A, rue de chêne bougeries 29, 1224 – Chêne Bougerie – Switzerland, registered under number CH-206.928.143

hereinafter Aromalchimie®

And

The subscriber of the membership

hereinafter member or Independent Aromalchimie® Consultant

By ordering membership to Aromalchimie Opportunity©, the Independent Aromalchimie® Consultant, by validating these General Terms and Conditions and paying his membership fee, accepts fully and without reservation the General terms & Conditions applicable from 19 december 2022.

Preamble

Aromalchimie® is mainly a marketing company of vegetable oils, massage oils and essential oils for the public (B2C - Business 2 Consumer). This product range is regularly supplemented and adapted to any change in market conditions.

The specificity of the distribution system is characterized by the fact that Independent Aromalchimie® Consultant offer consumers, through Direct Sales, the purchase of Aromalchimie® products.

Aromalchimie® distribution system is based on retail sales to the final consumer. Aromalchimie® Independent Consultants do not purchase Aromalchimie® products for wholesale resale.

In this perspective, the distribution system is based on the Aromalchimie Opportunity© Plan. This plan defines the remuneration of the Independent Aromalchimie® Consultant in accordance with their position within the sales network which is organized on the basis of the principles of Multi-levels Marketing also called Network Marketing, in accordance with the various regulations in force.

In addition, the Aromalchimie Opportunity© Plan defines the performance criteria that the Independent Aromalchimie® Consultant must achieve to reach the higher positions in the network.

Similarly, the Aromalchimie Opportunity© Plan determines the commissions and bonuses paid in return for the performance obtained in the accomplishment of these missions.

The validation of these General Terms and Conditions by the Independent Aromalchimie® Consultant of this contract under Swiss law is valid for full and complete acceptance without any reservation and allows him to conduct his activity.

However, the Independent Aromalchimie® Consultant is responsible for the regulations in force concerning its registration with the commercial register if necessary.

1. Admission, membership fee to Aromalchimie Opportunity©

1.1 Admission

Anyone wishing to become an Independent Aromalchimie® Consultant must:

- Be sponsored by an Independent Aromalchimie® Consultant ('Sponsor')
- Fill out an online membership form on the Aromalchimie Opportunity© member www.aromalchime.com website
- Pay a yearly membership fee
- Make a purchase volume of €270.ex VAT after discount on a single first order, or on several cumulative orders (on Aromalchimie Opportunity© products only – excluding advertising goodies, before discount and excluding shipping costs).In addition, the sponsor must not oblige the Independent Aromalchimie® Consultant to purchase:
 - A stock of products
 - Equipment, products, or services, produced or not produced by Aromalchimie®
 - Tickets to attend seminars, meetings, or other events

Finally, Aromalchimie strongly advises against taking on debt or obtaining loans to do the Aromalchimie®® business.

1.2 Annual membership fee

An annual membership fee is imposed on the Independent Aromalchimie Consultant to cover computer processing and other Aromalchimie Opportunity© services.

The annual amount of the contribution¹ is 60 € ex VAT the first year, then 40 € ex.VAT the following years.

Membership is set by default to automatic renewal, but it can be cancelled at any time by the Independent Aromalchimie® Consultant from his member area.

However, if an Independent Aromalchimie® Consultant does not pay his membership fee on the anniversary date of registration, his membership will be automatically terminated, and he will permanently lose all his affiliations as well as his rank and any commissions on sales or bonuses.

However, the Aromalchimie Independent Consultant will receive a reminder of the expiry date of his membership by e-mail and via the Aromalchimie Opportunity© IT platform on his personal profile. However, the Independent Aromalchimie® Consultant remains responsible for paying his membership fee on time and updating his contact email.

1.3 Communications with Aromalchimie®

The Aromalchimie Independent Consultant must provide a permanent home address and ensure that his/her contact details are up to date in Aromalchimie's records. All information provided to Aromalchimie® must be complete and truthful.

In addition, the Aromalchimie Independent Consultant is responsible for any changes and must inform Aromalchimie®® without delay.

2 ELIGIBILITY OF THE AROMALCHIMIE® INDEPENDENT CONSULTANT

2.1 The Independent Aromalchimie® Consultant must be a natural person.

Aromalchimie® only accepts registrations in the name of a natural person.

The Aromalchimie Independent Consultant may, however, request that his Aromalchimie Opportunity© income be paid to the order of a company or partnership. The registration remains in the name of the person and the winnings of the contract will be declared if necessary, under the name and tax number of the Independent Consultant Aromalchimie®.

¹ Aromalchimie® reserves the right to modify the amount of the annual membership fee, at its sole discretion.

2.2 Number of registrations for Aromalchimie Opportunity®

An Aromalchimie Opportunity® member can only hold one membership in his personal name or as the legal representative of his company. In the event of a double account, Aromalchimie® will terminate one of the accounts.

2.3 Transfer of contract, transfer of sponsor or affiliate

The attribution, sale or transfer of any right or interest in the contract or nominative registration is not authorized by Aromalchimie®. Similarly, the transfer for another sponsor or the transfer of affiliate for another branch of his line is not authorized by Aromalchimie®.

2.4 Age required to become an Independent Aromalchimie® Consultant

You must be 18 years old minimum ² to become an Independent Aromalchimie® Consultant

2.5.1 Separation, divorce and dissolution of a relationship with a life partner ³

In case of separation / divorce or dissolution of a relationship with the life partner, in the absence of an agreement and a distribution agreement signed by the 2 parties, only a court decision from a Judge could lead to a distribution of the affiliations of the Independent Aromalchimie® Consultant.

In the meantime, only the member of Aromalchimie Opportunity® will be able to benefit from remuneration according to the Aromalchimie Opportunity® plan.

2.5.2 Legacy

Upon the death of the Independent Aromalchimie Consultant, his membership may be transferred to an heir⁴, according to the laws in force, the Rules and the approval of Aromalchimie®, which may be refused at its sole discretion.

An Independent Aromalchimie® Consultant can only hold and manage a maximum of two registrations - his own and the one obtained in inheritance⁵.

The heir must provide all documentation, requested by Aromalchimie® at its sole discretion.

Requests for revocation of the registration of a deceased person must be made directly to the Relations Service Independent Consultant Aromalchimie®.

2.6 Terms of termination

2.6.1 Termination

An Independent Aromalchimie® Consultant may terminate his membership by deactivating the automatic renewal of his annual subscription from his dedicated member area.

Once the termination is effective, the Independent Aromalchimie® Consultant permanently loses all affiliations, as well as his rank and any commissions or bonuses.

2.6.2 Redemption of Stock, refund of Aromalchimie Opportunity® contribution.

An Independent Aromalchimie Consultant may terminate his Aromalchimie Opportunity® membership at any time but any stock of Aromalchimie® products in his possession cannot be returned or refunded.

Similarly, no refund of the membership fee will be made.

3 ACTIVITY

Direct selling enhances the value delivered to customers through personal relationships and customer service.

Only these personal relationships allow customers to benefit from appropriate product information or to join the Aromalchimie Opportunity® community. These are important elements, pillars of the activity, which contribute to its stability and sustainability.

As a company that offers a business opportunity in multi-level marketing, one of our most important competitive advantages is the Independent Aromalchimie® Consultant.

The personal relationships that the Aromalchimie Independent Consultant develops with his clients and his Aromalchimie® Independent Consultants in his organization are essential to the value we give to clients and are an important part of the company's reputation and brand value.

3.1 General Compliance

In each country where it conducts the Aromalchimie Opportunity activity, the Independent Aromalchimie Consultant shall comply with all laws and regulations, including all laws and regulations that relate in any way to the conduct of the Aromalchimie Opportunity® activity.

In addition, the Aromalchimie Independent Consultant shall not encourage other Aromalchimie Independent Consultants to violate the terms of their contracts, the rules issued by Aromalchimie®, or the law.

3.2 The Independent Aromalchimie® Consultant is a self-employed worker

As an Independent Aromalchimie Consultant, the member of Aromalchimie Opportunity® is an independent entrepreneur deciding among other things his agenda, the time he wants to devote to his activity, his expenses and methods of operation.

As an independent contractor, the Aromalchimie Independent Consultant is not an employee, agent, franchisee, trustee or beneficiary of Aromalchimie, Aromalchimie Opportunity® or any other Aromalchimie® Independent Consultant.

As an independent contractor, the Aromalchimie Independent Consultant does not benefit from rights and benefits granted to employees of Aromalchimie® S.A or any of its subsidiaries and makes no declaration to the contrary.

3.3 Registration of the activity & Taxes

Regulations and requirements vary from country to country and change frequently to :

- The registration of the activity ;
- VAT (declaration, collection and registration);
- Other taxes.

The Independent Aromalchimie Consultant is required to comply with the registration of its activity and all tax obligations and reporting requirements in the context of its Aromalchimie Opportunity® activity.®

The Aromalchimie Independent Consultant must provide the registration of his activity and/or the tax identification when Aromalchimie® requires it.

² Minimum age requirements vary from country to country. To find out the minimum age requirements in other countries, please contact the competent authorities of the country of residence.

³ Partner: Any person designated by an Independent Aromalchimie® Consultant as his partner (spouse, common-law partner, PACS).

⁴ If applicable in the heir's country.

⁵ Legacy listings are considered separate entities, each of which must assume the commercial activities of the Aromalchimie Opportunity® plan. The heir is responsible for paying the contributions for each registration.

3.4 Preserving the reputation and image of Aromalchimie®

No Aromalchimie Independent Consultant may engage in any activity (whether or not in connection with Aromalchimie® or Aromalchimie Opportunity©) that is dishonest, criminal, morally shameful, or that Aromalchimie considers, in its sole and absolute discretion, as likely to affect, have a harmful impact or be harmful to the reputation, image, products, intellectual property or esteem rating of Aromalchimie and Aromalchimie Opportunity©.

3.5 Call on an assistant

The Aromalchimie Opportunity© business model is based on the individual relationship of the Aromalchimie® Independent Consultant with its respective clients.

Although the Independent Aromalchimie Consultant may call on other persons to assist and assist him in his Aromalchimie Opportunity© activity, these persons can only provide administrative and operational support.

The Independent Aromalchimie® Consultant must ensure that he personally meets the customer service obligations set out in these General Terms and Conditions.

In addition, the Independent Aromalchimie Consultant is personally responsible for the behavior of the people who participate in its Aromalchimie® Opportunity© activity.

3.6 Prohibition of associating other organizations with Aromalchimie Opportunity©

Aromalchimie Opportunity© meetings or any other activity related to Aromalchimie Opportunity© and Aromalchimie®, as well as social networks, should not serve as a forum to express personal opinions unrelated to Aromalchimie® or Aromalchimie Opportunity©, nor promote any other commercial or non-commercial organization, company, event or person.

Aromalchimie Opportunity© is a business opportunity open to all without discrimination of gender, race, religion, origin, skin color, age, marital status, state of health/disability, sexual orientation, gender identity and expression, veteran title, or political affiliation.

3.7 Manipulation of the Aromalchimie Opportunity© Plan

The Independent Aromalchimie Consultant must not be directly or indirectly involved in activities, practices or conduct that constitute manipulation of the Aromalchimie Opportunity© plan.

Below is a non-exhaustive list of examples of the type of behavior that may indicate manipulation of the Aromalchimie Opportunity© plan:

- Providing false or misleading information
- Subscribe to an Aromalchimie Independent Consultant contract for a person who does not exist or a person who is not genuinely and independently engaged in the activity of his Aromalchimie® registration
- Create confusion among customers or deceive them about the identity of the Independent Aromalchimie® Consultant from whom they have or will order
- Teach or encourage other Independent Aromalchimie Consultants to participate in the manipulation of the Aromalchimie® Opportunity© plan

3.8 Violations and Sanctions

Aromalchimie® regularly investigates if there is manipulation of the Aromalchimie Opportunity© plan.

Manipulation of the Aromalchimie Opportunity© plan is a severe breach of these Independent Consultant Membership Terms and Conditions. Aromalchimie et Aromalchimie is entitled to all available remedies, including the immediate cancellation of the Aromalchimie Opportunity© membership of the offending Aromalchimie® Independent Consultant without prior written notice.

The Aromalchimie Independent Consultant is also financially liable for any damage suffered by Aromalchimie which may, at its sole discretion, sue the Aromalchimie® Independent Consultant.

Other sanctions include immediate removal from the Aromalchimie Opportunity© membership of anyone involved (directly or indirectly).

During its investigation, Aromalchimie may take certain preventive measures such as the suspension of purchasing privileges and payment of commissions or bonuses according to the Aromalchimie Opportunity© plan.

3.9 Interviews and media statements

Only Aromalchimie or one of its representatives are authorized to speak or write to the press or any other media for or on behalf of Aromalchimie, Aromalchimie Opportunity© or one of its subsidiaries.

If an Aromalchimie Independent Consultant receives a request for an interview or statement about Aromalchimie or Aromalchimie Opportunity, he/she must forward the media request to Aromalchimie or Aromalchimie Opportunity© Customer Service.

Similarly, the Independent Aromalchimie Consultant does not have the right to propose an interview or knowingly invite the press or the media to an Aromalchimie Opportunity© meeting or event without having received prior authorization from Aromalchimie®.

Any breach of this article of these General Terms and Conditions will result in immediate termination, without notice, without compensation of any kind, or payment of any commission and premium due or to come, as well as a fixed penalty of € 20,000 (twenty thousand Euros)

Aromalchimie reserves the right to sue the Independent Aromalchimie Consultant, in its sole and absolute discretion, if it considers the comments made with the media as likely to affect, have a harmful impact or be harmful to the reputation, image, products, intellectual property or esteem rating of Aromalchimie and Aromalchimie Opportunity©

3.10 Identification

In accordance with consumer protection laws, when offering, selling or billing Aromalchimie products, the Aromalchimie Independent Consultant is required to comply with the regulations in force.

3.11 International activity

Aromalchimie® products are formulated and produced in accordance with the complex requirements of CEE and FDA standards.

It is the responsibility of the Independent Aromalchimie® Consultant to comply with all applicable laws and regulations in the country in which the products are sold beyond its standards.

Aromalchimie® cannot be held responsible.

In addition, an Independent Aromalchimie® Consultant may not, directly or indirectly, implement actions, efforts or steps such as :

- The approach of government authorities to the import, export or distribution of Aromalchimie® products
- The registration or approval of the intellectual property Aromalchimie® or Aromalchimie Opportunity© as well as its products.

Any violation of this article of these General Conditions will result in immediate termination, without notice, without compensation of any kind, or payment of any commission and premium due or to come, as well as a fixed penalty of € 20,000 (twenty thousand Euros).

Aromalchimie reserves the right to sue the Aromalchimie Independent Consultant, in its sole and absolute discretion, if it considers that it may affect, have a harmful impact or be harmful to the reputation, image, products, intellectual property or esteem rating of Aromalchimie and Aromalchimie Opportunity©.

4 BUSINESS TOOLS

All commercial tools and the Independent Aromalchimie® Consultant who create, promote, offer, sell or use them, must comply with all applicable Rules and laws.

This includes, but is not limited to, laws relating to customer privacy, privacy rights, restrictions on telemarketing in all its forms and online marketing.

4.1 Sale of commercial tools

The Independent Aromalchimie® Consultant may sell training and commercial tools to other Aromalchimie® Independent Consultants attached to him only, at a price not exceeding the cost of production of the article or service in question and for the sole purpose of :

- Sell Aromalchimie® products
- Develop an Aromalchimie Opportunity© business
- Train and motivate the lower line of the Independent Aromalchimie® Buyer Consultant.

The sale of commercial tools by an Independent Aromalchimie® Consultant to other Aromalchimie® Independent Consultants must not be a source of income generated in place of or in parallel with the activity of the Independent Aromalchimie® Consultant.

4.2 Notification of cessation of sale or use of commercial tools

If Aromalchimie® determines that a commercial tool violates its rules, the law or the rights of others, or that it may potentially damage the reputation of Aromalchimie or Aromalchimie Opportunity©, its brand or its image, Aromalchimie® reserves the right (without liability) to require the Independent Aromalchimie® Consultant to cease the sale or use of this tool and to possibly claim a fixed penalty at its sole discretion.

4.3 Contacts

Contacts are prospects for Aromalchimie® products and Aromalchimie opportunity©.

The Independent Aromalchimie® Consultant can generate contacts for his own use. He can also give them freely to his lower line.

The Independent Aromalchimie Consultant must not provide prospect contact to an Aromalchimie® Independent Consultant from his lower line automatically, systematically, or otherwise, without ensuring that:

- The prospect is informed and agrees in advance or simultaneously that another Independent Aromalchimie® Consultant of lower line will take care of the relationship;
- The Independent Aromalchimie® Consultant of lower line who receives the contact assumes full responsibility for the sale, monitoring and maintenance of the customer relationship;
- Contact generation complies with all local privacy and data protection laws .

The Independent Aromalchimie® Consultant must not sell contacts to other Independent Aromalchimie® Consultant and Independent Aromalchimie® Consultant must not purchase contacts from any source.

Any violation of this article of these General Conditions will result in immediate termination, without notice, without compensation of any kind, or payment of any commission due or to come, as well as a fixed penalty of € 20,000 (twenty thousand Euros).

Aromalchimie® reserves the right to sue the Aromalchimie Independent Consultant, in its sole and absolute discretion, if it considers that it may affect, have a harmful impact or be harmful to the reputation, image, products, intellectual property or esteem rating of Aromalchimie® and Aromalchimie® Opportunity©.

5 CUSTOMER SALES

5.1 Payment and Payment Order

The Aromalchimie Independent Consultant is required to comply with all data protection laws applicable to the processing of personal data, including sensitive personal data, collected through the Aromalchimie® Independent Consultant website. It must be authorized to process the customer's personal data and will be legally responsible for the confidentiality and reporting of any data breach.

5.2 Changes to labels and media

An Aromalchimie Independent Consultant shall not remove, add, modify or alter the labels, documents, media or packaging of Aromalchimie® or Aromalchimie Opportunity© products or literature.

5.3 Product Range

When advertising, selling or promoting Aromalchimie products, the Aromalchimie® Independent Consultant must ensure that complete information on the entire range of products is made available to customers.

Before customers purchase Aromalchimie products, the Aromalchimie® Independent Consultant must keep all available information available to them.

When selling products, the Independent Aromalchimie® Consultant must explain the conditions of use and the precautions to be taken.

It should also advise customers with a medical condition, or who are currently undergoing medical treatment, to consult a physician before using a product.

6 STORAGE & HANDLING OF PRODUCTS

The Independent Aromalchimie Consultant is required to follow the instructions stipulated on the labels of Aromalchimie products and is responsible for the proper storage and handling of Aromalchimie® products.

Appropriate storage and handling means :

- Store products in a cool, dry place, away from direct sunlight
- Ensure that the product packaging has not been damaged
- Keep products properly closed ;
- Keep products in a safe place and under your direct control, under any other conditions required by regulations or data sheet

7 SPONSORSHIP RESPONSIBILITIES

7.1 Leadership & Training

In line with Aromalchimie and Aromalchimie Opportunity's© network marketing system, the Aromalchimie Independent Consultant is responsible for training, mentoring, developing and maintaining constant communication with any personally sponsored Aromalchimie® Independent Consultant and his/her lower lineage organization.

The Independent Aromalchimie® Consultant is required to engage with his Independent Aromalchimie® Consultants of lineage less than:

- Provide training on how to work with a client and provide minimum services
- Provide training and advice on the Aromalchimie Opportunity© plan
- Explain the obligations and responsibilities of an Independent Aromalchimie Consultant and how to develop an Aromalchimie Opportunity business in accordance with the rules and official Aromalchimie Opportunity© literature
- Ensure that Aromalchimie Opportunity© product sales and meetings are carried out in compliance with applicable laws and legislations
- Maintain contact and remain available to answer questions and offer support to clients or Independent Aromalchimie© Consultants Lower line
- Share the different business strategies and tools available to develop the Aromalchimie Opportunity© business to achieve their goals.
- Advise on the different ways to help customers become Aromalchimie members or Independent Aromalchimie Consultants capable of promoting the distribution of Aromalchimie© products.

A sponsor may not require a personally sponsored Independent Aromalchimie© Consultant to pay for training or cover the cost of facilities. The sponsor is required to give him the basic training necessary to teach him how the Aromalchimie Opportunity© activity works.

7.2 Independent relationship

The sponsor must maintain an independent relationship with the Independent Aromalchimie© Consultants of his lower line. He must not interfere in the activity of the Independent Aromalchimie© Consultants of his lower line. He must not suggest or develop an employee/employer relationship with them.

7.3 Request a change of sponsorship, transfer of Independent Aromalchimie© Consultant

An Independent Aromalchimie© Consultant cannot request a change of sponsorship, for himself or for a member of his lineage, nor can he request to carry out a lineage transfer for one of the members of his lineage.

7.4 Propose the opportunity: identification and description

All references to Aromalchimie Opportunity© must specify the identification of the Independent Aromalchimie Consultant who proposes it and a description of the nature of the activity, also indicate the contact details of the company Aromalchimie© as 'promoter' of the commercial opportunity. The following notice is anticipated:

"This Aromalchimie Opportunity© commercial opportunity offer is proposed by:

[name of Independent Aromalchimie© Consultant] Independent Aromalchimie© Consultant.

The commercial opportunity is administered by Aromalchimie© S.A, Rue de chêne bougeries 29, 1224 – Chêne Bougeries - Switzerland. »

This notice must be displayed in the document or presentation and must be legible or audible to the reader before he communicates personal information, his contact information, or before he undertakes to purchase Aromalchimie products or to embark on Aromalchimie© Opportunity©.

8 ALLEGATIONS AND REPRESENTATIONS

8.1 Aromalchimie© Product Claims

The Independent Aromalchimie© Consultant must use only the permitted claims indicated on the labelling of the products, in the Aromalchimie© documentation or on www.aromalchimie.com

No claims relating to the healing properties of Aromalchimie© products can be made. In particular, no Independent Aromalchimie Consultant can affirm that Aromalchimie© products are intended to diagnose, treat, cure or prevent any disease.

These claims can be perceived as medical claims which not only goes against Aromalchimie's© policy, but also constitutes a violation of regulations.

Under no circumstances shall the Independent Aromalchimie© Consultant :

- Affirm that Aromalchimie© products can prevent, treat or cure diseases or pathologies or exchange any experience with medicines
- Use the name of a government department or authority or affirm any form of agreement or responsibility of a government agency or agency
- Suggest that health could be affected if Aromalchimie© products were not used
- Imply that Aromalchimie© products are recommended by doctors or health professionals

In the event of misleading or misleading claims suggesting that Aromalchimie products can cure or cure diseases or pathologies, the Aromalchimie© Independent Consultant assumes and engages sole responsibility in the event of prosecution for illicit practice of medicine or any other offense in the country of sale and with its customers.

8.2 Allegations of income

The Aromalchimie© Independent Consultant is required to comply with the laws relating to allegations of income and personal testimonies of each jurisdiction in which he intends to operate.

Statements relating to the actual or potential income of an Independent Aromalchimie© Consultant are considered an 'Allegation of Income'. 'Lifestyle claims' (including photos of cars, swimming pools, holidays, etc.) are also income claims.

8.2.1 Revenue Notice for Media Bearing the Aromalchimie Opportunity© Name

All revenue claims mentioning Aromalchimie Opportunity© must be accompanied by the following notice:

"Revenues applicable to the persons mentioned (or to the examples given) only and do not reflect the average income of the Independent Aromalchimie© Consultants."

In the event of misleading allegations or contrary to the regulations in force, the Independent Aromalchimie© Consultant assumes and engages sole responsibility in the event of prosecution in the country of sale and with its customers.

8.3 Allegations relating to home activity

When promoting Aromalchimie Opportunity©, the Independent Aromalchimie Consultant must not suggest that the activity of an Aromalchimie© Independent Consultant can be managed solely from home. The Independent Aromalchimie© Consultant must emphasize the importance of interactions as a fundamental element of direct sales.

8.4 Allegations relating to the relationship between Aromalchimie and the Independent Consultant Aromalchimie©

Aromalchimie Opportunity© offers Aromalchimie© Independent Consultants the opportunity to generate an income but this is by no means a 'job'. All Aromalchimie© Independent Consultants are independent contractors. They must therefore not declare, claim or imply that they are employed by Aromalchimie, speak on its behalf or provide it with consulting services, or suggest that their activity as an Independent

Aromalchimie® Consultant represents employment.

The Aromalchimie Independent Consultant must not market Aromalchimie Opportunity® using tools primarily designed for job search. The Independent Aromalchimie® Consultant must not use 'Search Help' ads, job boards or job search engines unless:

- its announcements clearly and demonstrably indicate that this is an independent business opportunity
- Do not display a mandatory field of type 'Salary' and
- Include the notice specified in Rule 7.4

8.5 Allegations of expediency

When promoting Aromalchimie Opportunity®, the Aromalchimie® Independent Consultant must not:

- Give the impression that Aromalchimie Opportunity is a franchise⁶ or offer a franchise related to an Aromalchimie Opportunity® registration
- State or imply that (non-exhaustive list):
 - Sponsoring Independent Aromalchimie® Consultants is as important as selling to customers ;
 - An Independent Aromalchimie Consultant can mainly benefit from the sponsorship of other Independent Aromalchimie® Consultants ;
 - An Independent Aromalchimie Consultant is required to sponsor other Aromalchimie® Independent Consultants;
 - An Independent Aromalchimie® Consultant can succeed with little or no effort ;
 - The Independent Aromalchimie Consultant must purchase Aromalchimie® products, equipment or commercial tools;

9 USE OF INTELLECTUAL PROPERTY AROMALCHIMIE®

Definitions:

Copyrighted Material: Aromalchimie owns the copyright to all printed materials, internet content, and audio and video entries produced by or for Aromalchimie or Aromalchimie Opportunity®

A registered trademark is a name or symbol that identifies Aromalchimie® as the source of products and services sold and provided by Aromalchimie® Independent Consultants.

A trade name is a company name that Aromalchimie® has the exclusive right to use. The Aromalchimie Independent Consultant cannot register trade names using the name Aromalchimie, Aromalchimie Opportunity or any other brand name containing the name Aromalchimie®.

The brand includes the characteristics of the visual appearance of a product or its packaging and which allow consumers to identify them as Aromalchimie® products. It includes, for example, the design of some Aromalchimie® products and packaging.

Trade secrets are confidential information of commercial value that are generally known only to Aromalchimie®. Formulas, supplier relationships, product and brand development projects not yet marketed, business strategies, processes and databases concerning the Aromalchimie Independent Consultant, including genealogies, are trade secrets held by Aromalchimie®.

Aromalchimie intellectual property includes copyrighted materials, trademarks, trade names and trade secrets, current and future, such as Aromalchimie, Aromalchimie Opportunity®.

9.1 Trademarks, branding and trade names

The Aromalchimie Independent Consultant may download and use the trademarks, trade names and other forms of branding made available by Aromalchimie®.

- Aromalchimie® trademarks and trade names can only be obtained from Aromalchimie®.
- The Independent Aromalchimie Consultant must always clearly identify himself as an Independent Aromalchimie® Consultant.
- The Independent Aromalchimie Consultant may not modify the trademarks and other forms of Aromalchimie® or Aromalchimie Opportunity® branding under any circumstances except to resize them. Resizing is permitted only if the clarity of the image details is not affected and if it does not harm the public's perception of the quality of Aromalchimie products and Aromalchimie Opportunity® services.
- The Independent Consultant Aromalchimie must use the following notice: 'Trademarks, designs and other intellectual property rights belong to Aromalchimie® S.A., or its licensors. Used with permission from Aromalchimie®.'

Aromalchimie® reserves the right to withdraw its authorization for use at any time and at its absolute discretion.

9.2 Trade Secrets

The Aromalchimie® Independent Consultant will keep the trade secrets confidential and will not disclose them at any time, even after termination of its registration.

Any violation of this article of these General Conditions will result in immediate termination, without notice, without compensation of any kind, or payment of any commission and premium due or to come, as well as a fixed penalty of € 20,000 (twenty thousand Euros).

Aromalchimie reserves the right to sue the Aromalchimie® Independent Consultant, at its sole and absolute discretion if necessary.

9.3 Use limited to the Aromalchimie® activity

The Independent Aromalchimie Consultant may use Aromalchimie® intellectual property only in the context of its Aromalchimie Opportunity® activity.

9.4 Telephone directories, Toll-free numbers

An Independent Aromalchimie® Consultant can register in the telephone directory or have a toll-free number.

However, it is not allowed to associate this toll-free number with trademarks belonging to Aromalchimie®, trade names such as Aromalchimie Opportunity®, product names or Aromalchimie® slogans. The Independent Aromalchimie Consultant can only identify himself or register as an Independent Aromalchimie® Consultant.

⁶ Aromalchimie has no franchise and a registration Aromalchimie® Opportunity® is not a franchise

9.4.1 Aromalchimie® addresses

The addresses of Aromalchimie offices may not be used, published, or promoted by any Aromalchimie® Independent Consultant in its own name.

9.5 Striking off the Independent Aromalchimie® Consultant

If the membership of the Independent Aromalchimie Consultant is cancelled, for whatever reason, the Independent Aromalchimie Consultant must immediately stop using the Aromalchimie intellectual property and update the information in his profile on all social media accounts by mentioning that he is no longer an Aromalchimie Independent Consultant.

10 ADVERTISING AND PROMOTIONS

10.1 Aromalchimie® advertising templates

Aromalchimie may offer advertising templates that the Aromalchimie® Independent Consultant may use without modifying them, except to add his name and contact details.

10.2 Broadcasting

The Independent Aromalchimie Consultant is not authorized to broadcast on television, satellite or radio audio or video inscriptions quoting Aromalchimie, its products or Aromalchimie Opportunity®, with the exception of the following advertising:

« Independent Aromalchimie® Consultant
Call me to learn more about Aromalchimie or Aromalchimie Opportunity® products
(Name, telephone number or email address of the Independent Aromalchimie® Consultant) »

11 PROPOSE AND PROMOTE OFFERS

The Aromalchimie Independent Consultant is an independent contractor and can sell Aromalchimie® products at the price he decides. Aromalchimie® suggests selling prices, but purely as an indication. The Independent Aromalchimie® Consultant remains at all times, totally free to set its selling prices. The Independent Aromalchimie® Consultant is required to ensure that in the event of promotions his offers are honest, varied and correct, and are in no way misleading.

12 USE OF THE INTERNET AND ONLINE SALES

12.1 The Aromalchimie Independent Consultant is authorized to sell Aromalchimie® products via the Internet, an online sales platform whether owned or not.

The Independent Aromalchimie Consultant must however clearly indicate that he is an Independent Aromalchimie® Consultant and it is forbidden to copy the official website www.aromalchimie.com. Aromalchimie reserves the right to require the removal of any content or merchant site if it determines, in its sole and absolute discretion, that the content violates the rules or discredits the reputation of Aromalchimie® or Aromalchimie Opportunity®.

12.2 SOCIAL MEDIA

These Rules apply to the Independent Aromalchimie® Consultant who uses social networking sites such as Twitter, YouTube, Facebook, Instagram, Pinterest and Snapchat (non-exhaustive list) as well as online community sites such as blogs. These rules are in addition to applicable laws.

12.2.1 Responsibility for publications

The Independent Aromalchimie Consultant is responsible for all content related to Aromalchimie® that they publish on the internet. The Independent Aromalchimie Consultant who uses social media sites as part of his Aromalchimie Opportunity® activity must clearly and conspicuously identify himself by name and as an Aromalchimie® Independent Consultant. Aromalchimie reserves the right to require the removal of any content if it determines, in its sole and absolute discretion, that the content violates the rules or discredits Aromalchimie's® reputation.

12.2.2 No deceptive practices on social media

The Independent Aromalchimie® Consultant cannot use deceptive tactics on social networks. Deceptive tactics include anything that is misleading, deceptive or otherwise does not promote or maintain an honest and honest relationship with customers and/or potential customers on social media. Aromalchimie® reserves the right to determine, in its sole and absolute discretion, whether any practice, conduct, publication or content constitutes a misleading or misleading practice.

13 Rules of conduct

In order to protect its clients, its Independent Aromalchimie Consultants and the reputation of Aromalchimie® or Aromalchimie Opportunity®, Aromalchimie strongly encourages its Aromalchimie® Independent Consultants to promptly report suspected violations. The Aromalchimie Independent Consultant must report suspected infringements via email to Aromalchimie Opportunity® customer service. Certain information must be included, such as the nature of the complaint and detailed information, photos to support the allegations. The Independent Aromalchimie Consultant must also indicate his Aromalchimie® ID number. If Aromalchimie determines, in its absolute discretion, that it has sufficient information to support the infringement(s), a representative of Aromalchimie or Aromalchimie Opportunity® will contact the Aromalchimie® Independent Consultant who is the subject of the complaint so that he or she can provide a response®. In some cases, it may be necessary to impose restrictions on the Independent Aromalchimie® Consultant during the investigation. Aromalchimie reserves the right to add other sanctions and to publish the name of the Independent Aromalchimie Consultant incriminated, the nature of the infringement and the sanction.

14 Sanctions

Violations of these General Terms and Conditions may result in legal or regulatory problems for Aromalchimie® and jeopardize the activity of all Aromalchimie Independent Consultants. That is why the penalties can be severe. Aromalchimie® will determine, at its sole discretion, the appropriate sanction, depending on the nature of the violation and the consequences that have or could have resulted, including, but not limited to:

- The suspension of all rights and privileges of the Independent Aromalchimie® Consultant
- Financial sanctions
- The obligation to reimburse the legal costs incurred by Aromalchimie®.
- The suspension of Commissions on sales ;
- The definitive loss of his lines ;

- Volume and earnings readjustments
- The cancellation of the contract of Independent Aromalchimie Consultant

Aromalchimie® reserves the right to hold responsible for infringements the Independent Aromalchimie® Consultant(s) who encouraged or participated in them.

Aromalchimie reserves the right to publish the name of the Independent Aromalchimie® Consultant in violation, the facts and circumstances of the infringement, as well as the sanction.

15 Termination of membership and removal of the Independent Aromalchimie® Consultant

Aromalchimie reserves the right, at its absolute discretion, to terminate a membership and to remove an Aromalchimie® Independent Consultant who has violated the conditions of these General Conditions.

Termination and cancellation take effect on the date of written notification by email and/or letter from Aromalchimie to the Aromalchimie® Independent Consultant.

Cancellation means the total cancellation of membership and the revocation of all rights, income and other rights of the Independent Aromalchimie® Consultant

An Independent Aromalchimie® Consultant who has been struck off will no longer be able to

- develop its activity as an Independent Aromalchimie® Consultant
- receive income generated by the Aromalchimie® Independent Consultant contract
- present yourself as an Independent Aromalchimie® Consultant
- use the trade name, logo, brand names and other intellectual property Aromalchimie or Aromalchimie Opportunity©
- attend Aromalchimie Opportunity© trainings, meetings, social events or promotions, even as a spouse or guest of an Independent Aromalchimie® Consultant.

16 Aromalchimie Opportunity© Membership and Compensation Plan

16.1 Appropriate purchases

Only products purchased directly from the official website of Aromalchimie® www.aromalchimie.com and referenced as part of the Aromalchimie Opportunity plan count towards qualifications, commissions on sales under the Aromalchimie Opportunity© Plan.

16.2 Aromalchimie Opportunity© Membership

To become an Aromalchimie Opportunity© member, it is mandatory to be sponsored by an Independent Aromalchimie® Consultant with Active Member status.

To become an Active Member of Aromalchimie Opportunity it is mandatory to join Aromalchimie Opportunity©, to accept these Terms and Conditions, to pay your membership fee and to place a first order of at least € 270.00 ex VAT (after discount on eligible Aromalchimie Opportunity© products only and excluding shipping costs), or to accumulate a total of purchases since the payment of the subscription of € 270.00 Ex VAT (after discount on eligible Aromalchimie Opportunity© products only and excluding shipping costs).

Once the status of Active Member of Aromalchimie Opportunity is effective, the member becomes immediately an Independent Aromalchimie Consultant and the possibility of sponsoring Members in order to develop his own sales network and benefit from the Aromalchimie Opportunity© remuneration plan according to his level.

16.3 Aromalchimie Opportunity© Active Member Levels

Depending on certain criteria, the Independent Aromalchimie® Consultant has the possibility to evolve to different levels ranging from Gold, Gold Director, Platinum, Diamond, President and World President in order to benefit from commission on the sales of active members of his network, in proportion to his level.

Once a level is reached, the Independent Aromalchimie Consultant keeps it definitively and can continue to evolve (during the validity of his membership in Aromalchimie Opportunity©).

The level qualifications are carried out at the end of each month and take into consideration the criteria for the current month: levels of certain members of the network, network volume of purchase, minimum personal purchase according to the Aromalchimie Opportunity© remuneration plan.

16.4 Commissions on sales and bonuses

16.4.1 Sales commissions

Commissions are based on the purchase volume of the entire network of the Independent Aromalchimie® Consultant that he personally sponsored. The network volume is calculated at the end of each month, on the last day of the month at midnight, on the total amount excluding VAT (on eligible Aromalchimie Opportunity© products only, discount included and excluding shipping costs) of purchases by all members of the Independent Aromalchimie® Consultant network, regardless of their level.

Depending on the level of the Independent Aromalchimie Consultant, he will receive at the beginning of the month a certain percentage of commissions on sale according to the Aromalchimie Opportunity plan, which will be charged in his E-wallet of his personal space Aromalchimie® Opportunity©.

To receive his commissions, however, the Independent Aromalchimie® Consultant must make a monthly personal purchase amount of € 150.00 ex VAT Minimum (on eligible Aromalchimie Opportunity© products only, discount included and excluding shipping costs).

16.4.2 E-Wallet

An E-Wallet is an electronic wallet, in which any commissions on sales of each Independent Aromalchimie® Consultant are paid on his personal space.

16.4.3 Use of sums paid into the E-wallet of the Independent Aromalchimie® Consultant

The Aromalchimie Independent Consultant can use any sum of his E-Wallet either to pay for his own purchases partially on www.aromalchimie.com, or to request a transfer to the bank account that he will have entered in his personal space as a member of Aromalchimie® Opportunity© (minimum transfer amount: 100 €).

16.5 Aromalchimie Opportunity® Compensation Plan and Member Levels

	Active Member AM	Gold	Gold Director	Platinum	Diamond	President	World President
Remise membre	30%	30%	30%	30%	30%	30%	30%
Activation Statut Active member	Cotisation 60€ HT + 270 € HT (réduction incluse) d'achat cumulé						
conditions de qualification dans le mois courant		3 Active Members par branche/ligne séparée 1'200 € HT (volume d'affaire du réseau)	3 GOLD par branche/ligne séparée 5'000 € HT (volume d'affaire du réseau)	2 GOLD Director par branche/ligne séparée 15'000 € HT (volume d'affaire du réseau)	5 Gold Director par branche/ligne séparée 35'000 € HT (volume d'affaire du réseau)	3 Platinum + 2 diamond par branche/ligne séparée 75'000 € HT (volume d'affaire du réseau)	5 diamond + 2 president par branche/ligne séparée 150'000 € HT (volume d'affaire du réseau)
conditions d'obtention commission mensuelle et/ou qualification rang		150 € HT d'achat personnel	150 € HT d'achat personnel	150 € HT d'achat personnel	150 € HT d'achat personnel	150 € HT d'achat personnel	150 € HT d'achat personnel
Commission sur AM Niv 1		22%	22%	22%	22%	22%	22%
Commission sur AM Niv 2			6%	6%	6%	6%	6%
Commission sur AM Niv 3				10%	10%	10%	10%
Commission sur AM Niv 4					5%	5%	5%
Commission sur AM Niv 5						3%	3%
Commission sur AM Niv 6							2%
Bonus					Voyages	Voyages + frais déplacement	Voyages + frais déplacement

Aromalchimie reserves the right to modify the Aromalchimie® Opportunity® plan at its sole discretion.

16.6 Level exceedance by an Independent Aromalchimie Consultant of lower line

In the event that one of the Active Members of the network of the Independent Aromalchimie® Consultant exceeds the level of member of the sponsoring or lower Independent Aromalchimie Consultant, the Independent Aromalchimie Consultant keeps this Active Member in his line and continues to receive commissions on sales from this Active Member.

In addition, even if this Active Member is a higher level than the Independent Aromalchimie® Consultant, he will be taken into consideration for the number of persons of a certain level to be obtained according to the Aromalchimie Opportunity® plan for the qualification of the Independent Aromalchimie Consultant at a higher level.

Only the purchase volume of the Active Member who has exceeded its level and the purchase volume of his branch will not be taken into consideration for the qualification of the Independent Aromalchimie® Consultant at the higher rank.

16.7 € 150.00 ex.VAT Personal purchase rule

An Independent Aromalchimie® Consultant must personally purchase a minimum of €150.00 Ex VAT (on eligible Aromalchimie Opportunity® products only, discount included and excluding shipping costs) of Aromalchimie® products, eligible for the Aromalchimie Opportunity® plan, from the official www.aromalchimie.com website, on the current month, to obtain commissions on sales according to the Aromalchimie® Opportunity® plan.

If the Aromalchimie® Independent Consultant does not make this minimum personal purchase amount during a given month, his commissions on sales for that month will be definitively lost and will not be paid to him in his E-wallet, nor carried over to the following month.

17 DAMAGE

To the fullest extent permitted by applicable law, Aromalchimie® shall not be liable to the Aromalchimie® Independent Consultant for any indirect, incidental, consequential, specific, exemplary or punitive damages, including, but not limited to, loss of goodwill, business opportunities, negotiations, profits or income, any other legal theory or equity, whether or not the possibility of such damage has been known to Aromalchimie®.

18 WAIVER AND TIME LIMIT

Aromalchimie may address breaches of these General Terms and Conditions to any Aromalchimie® Independent Consultant, at its sole and absolute discretion. No breach, refusal or disinterest of Aromalchimie to exercise any right, power or option of the agreement, can in no way constitute a waiver of the provisions or a waiver by Aromalchimie® of its rights, at any time and within the framework of this contract.

19 Modification of the General Conditions

Aromalchimie® may, at its sole discretion, add, modify or delete any provision of these Terms and Conditions and will have no effect on the rest of these Terms and Conditions, which will remain in full force and effect.

20 Compensation

The Aromalchimie Independent Consultant will indemnify, defend and hold harmless Aromalchimie from any and all suits, actions, demands, suits or claims, including all costs or liabilities and damages related to or arising from the Aromalchimie Independent Consultant's breach of these Terms and Conditions or the conduct of the Aromalchimie Opportunity® business.

Aromalchimie may, among other things, and at its sole discretion, withhold amounts from sums due to the Aromalchimie® Independent Consultant to cover any obligations arising from this indemnity.

21 Choice of law and forum

Any dispute between Aromalchimie® and the Aromalchimie® Independent Consultant shall be governed by the laws of Switzerland without applying principles of conflict of laws.

This type of dispute will be settled exclusively by the judicial authorities of the competent court, located in the canton of Geneva, Switzerland.