

VIP PROGRAMME CUSTOMER AGREEMENT

Effective 15th August 2019

MONAT Global UK LTD

By becoming a VIP Customer with MONAT Global UK Limited ("MONAT"), and enjoying the advantages of VIP Membership such as a fifteen percent (15%) discount on products, Only For You free gifts and other benefits, you agree to the terms and conditions set forth below in connection with your VIP Membership.

- 1. <u>VIP Customer Requirements</u>. To become a MONAT VIP Customer, each applicant must: (a) Pay the £18 Enrolment Fee;
 - (b) Commit to purchasing 3 Flexship Orders (1 Enrolment Order + 2 Flexship Orders) each at a price of £60 or more (including VAT); and
 - (c) Reside in the United Kingdom or any country that MONAT has officially announced is open for business

MONAT reserves the right to deny and/or terminate any VIP Customer application.

As set forth in more detail in Section 6 below, after completing your 3 Flexship orders, you will continue to receive 15% off MONAT Products as long as you do not request to have your VIP account cancelled.

- 2. <u>VIP Customer Benefits.</u> Once an enrolment order and VIP Customer Agreement have been accepted by MONAT, you will receive the following benefits of the VIP Customer Programme, as long as you are a VIP Customer*:
 - FREE shipping on orders of £60 or more (including VAT);
 - 15% DISCOUNT on all MONAT products;
 - Only For You LIMITED EDITION product included in each qualifying Flexship order;
 - Flexibility to choose different products in every order;
 - Earn £15 towards product for every VIP referral with the Refer-A-Friend Programme;
 - Access to Flash Sales, special offers and promotions;
 - Easy online ordering;
 - Birthday gift; and
 - Option to upgrade to become a MONAT Market Partner.
- 3. MONAT Flexship Programme. As an added convenience to its VIP Customers, MONAT includes a Flexship Programme with convenient scheduled deliveries of MONAT products to your home. To become a VIP Customer, you must register for the MONAT Flexship Programme. By registering for the VIP Programme, you agree to 3 Flexship deliveries—the enrolment order, plus two additional Flexship orders, each of £60 or more (inc. VAT). Those orders will be charged to your credit card on file with MONAT, and by joining the VIP Programme you authorise MONAT to make charges to your credit card for such Flexship orders or for the Cancellation Fee (as defined in Section 5) if you leave the VIP Programme before you have purchased your 3 qualifying orders. You can register for the VIP Programme at the MONAT website of your Market Partner or at the MONAT Company website. After your enrolment order, the two additional Flexship orders can be pushed back to a later date on your VIP account page. As a VIP Customer you are also entitled to a 15% discount on all purchases and free shipping on qualified orders (£60 or more (including VAT)). Your VIP Programme registration fee is non-refundable if the account is cancelled following the 30-day guarantee. (See Section 9 for Refund details.)
- 4. Changes and Cancellation. You can change your VIP Customer product order selection, method of payment, or the authorised payment amount at any time. You can edit your order online at any time from your VIP Customer account page or contact MONAT Customer Care at

UKMonatSupport@monatglobal.com or calling 0800 098 8297. Seven days prior to the process date for your next Flexship order, you will receive an automated email reminder confirming your order. Changes to Flexship to be made at least one day prior to process date. Flexships can't be scheduled after the 25th of each month.

As a VIP Customer, you have the option of cancelling your VIP Customer account in the following circumstances:

- (a) Within 30 days of receiving your first order, provided you return all products received in the initial order in accordance with MONAT's product returns policy. You must contact the Customer Care team before the second order has shipped in order to cancel.
- (b) Once you have completed 3 or more qualified Flexship orders (a qualified Flexship order is £60 or more including VAT). If you have completed 3 or more Flexship orders, you will not be charged a cancellation fee.
- (c) You can upgrade to a MONAT Market Partner at any time in your VIP Customer account page, by contacting your sponsoring Market Partner or contacting MONAT Customer Care at UKMonatSupport@monatglobal.com or calling 0800 098 8297. You may apply the £18 VIP enrolment fee toward the Market Partner starter kit and cancel further VIP Flexship orders without penalty.
- 5. Cancellation Fee. By joining MONAT's VIP Programme, you agree to purchase 2 qualifying Flexship orders of £60 or more after your enrolment order. Because you are receiving VIP benefits when you signed up, there is a cancellation fee if you fail to purchase those qualifying Flexship orders. If you cancel within the first 14 days your enrolment fee is refunded and there is no cancellation fee. After the first 14 days then if you cancel after your enrolment order, the cancellation fee is £19, and if you cancel after purchasing 2 Flexship orders (Enrolment order + 1 Flexship order), the cancellation fee is £15. If you cancel at any time after the first 14 days, the VIP Enrolment Fee of £18 is non-refundable
- 6. Completion of Flexship Programme ("VIP for Life"): If you fulfil the VIP Flexship requirement, by placing three Flexship Orders (1 enrolment order + 2 Flexship orders of £60 or more including VAT), you will still be able to enjoy the 15% discount on all MONAT products and access to flash sales and promotions. You can cancel your Flexship after three qualifying orders and still enjoy the 15% discount on all MONAT products and access to Flash Sales and promotions. If you cancel your VIP Account after completion of the Flexship membership, you will be removed from the MONAT system entirely and will be required to reapply (refer to Section 1 above) to receive VIP benefits in the future.
- 7. <u>Change of Sponsor.</u> MONAT is a direct sales company that markets its products through Independent Market Partners ("Market Partner" or "Market Partners") and VIP Customers "sign up with" a Sponsor upon joining the VIP Programme. The transfer of a MONAT VIP Customer from one Sponsor to another is not permitted except during the initial thirty (30) day period immediately following the date that a VIP Customer first joins MONAT and is limited to instances where a Market Partner or VIP Customer made a mistake in choosing the correct Sponsor while completing the MONAT online application. Sponsor changes are not permitted after such initial thirty (30) day period. All Sponsor change requests must be approved not only by the Company, but also by each Sponsor affected by the requested change. In order to request a Sponsor change, a VIP Customer must complete a Sponsor Request Change Form and email it to the Company's Commissions Department at: SponsorCorrection@MonatGlobal.com.
- 8. <u>Shipping</u>. All orders of £60 or more (including VAT) receive free shipping while a VIP Customer is enrolled with an active Flexship. However, if you cancel your Flexship, you will not receive free

shipping on product orders. Applicable shipping charges will be added to orders below this threshold as specified when you place your order.

- 9. <u>Product Guarantee</u>; <u>Product Returns.</u> MONAT offers a 100% 30-Day money back satisfaction guarantee to all VIP Customers. If, for any reason you are not satisfied with any MONAT product you buy, you may return the unused portion of the product to MONAT within 30 days for a full refund of the purchase price (less shipping costs after the first 14 days). After 30 days, MONAT offers a ninety percent (90%) refund of the purchase price (less shipping costs) on the return of all unopened and unused product, that meet the requirements of Section 10 below. Each order email will include a sales receipt with a notice of your rights to cancel that product purchase. The MONAT money back satisfaction guarantee does not affect your statutory rights.
- 10. <u>Product Return and Refund Process.</u> To return product for a refund under the MONAT offers a 100% 30-Day money back satisfaction guarantee, you must return the products directly to MONAT and follow the following directions:
 - (a) You must first obtain a Return Authorisation Number (RMA) by contacting MONAT Customer Service at UKMonatSupport@monatglobal.com. This RMA must be written on each shipping box returned.
 - (b) Proper shipping boxes and packing materials must be used in packaging the products being returned for replacement. All returns must be shipped to MONAT shipping pre-paid. MONAT does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the VIP Customer returning the product. If returned product is not received by the MONAT's Distribution Centre, it is the responsibility of the VIP Customer to trace the shipment.

In order to receive a refund from MONAT pursuant to this policy, the following requirements must be met:

- (c) The items must be returned to MONAT within one year from the date of purchase; and
- (d) The items must be unopened and unused and the with packaging and labeling that has not been altered or damaged.

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item may not be returned for a refund.

- 11. <u>Delays.</u> MONAT shall not be responsible for delays or failure in its performance when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, curtailment of a source of supply, or government decrees or orders.
- 12. <u>Governing Law.</u> The law of England and Wales will govern the performance and interpretation of this Agreement and your enrolment in MONAT's VIP Programme.
- 13. Agreement Changes. MONAT reserves the right to change the prices of its products at any time without notice except it will not change the prices of any order for which it has charged your credit card. MONAT reserves the right to amend this Agreement in its sole and absolute discretion. By agreeing to this VIP Customer Agreement and joining MONAT as a VIP Customer, you agree to abide by the most current version of this Agreement as it is amended by MONAT from time to time. "Amendments" to this Agreement shall be effective after MONAT notifies you of its revised Agreement, but Amendments shall not apply retroactively prior to the effective date of the Amendment. MONAT shall make the Amended Agreement available to all VIP Customers by e-mail. Your purchase of products after the date upon which an amendment takes effect shall constitute your acceptance of the Amended Agreement.

- 14. <u>Data Protection</u>. The information that you provide to MONAT will be used to administer and manage your relationship with MONAT as a VIP customer including to process your orders and for general administration, marketing, statistical and management purposes. To do this, MONAT may pass your details to its group companies, market partners and third parties who perform functions on its behalf, some of whom may be located outside the UK in particular in the USA, and you should note that countries outside the EEA may not offer the same level of protection for such data as the UK. For full details including your data subject rights please see our Privacy Policy at www.monatglobal.com.
- 15. <u>Customer Status:</u> As a VIP Customer you do not have any rights to participate in MONAT's trading scheme; you are not a MONAT Market Partner; MONAT products are supplied to you strictly on a not for resale basis and you may not market or resell the products which you buy from MONAT; you may not market the MONAT business opportunity or attempt to recruit others; and you may not earn any commissions or bonuses under the MONAT compensation plan.