# **COLLABORATION AGREEMENT**

**SMART NANOVIRUS LIMITED** (hereinafter the Company), company Nr.: 14217792, legal address: 4 NEWMANS ROW, LINCOLNS INN, CRESSEX BUSINESS PARK, HIGH WYCOMBE ENGLAND HP12 3RE, email: <u>info@smartnanovirus.com</u>, represented by its director Jurgis Auzins

and

Representative (personal data indicated in the Registration form)

(hereinafter collectively referred to as the Parties) have concluded this Collaboration agreement (hereinafter the Agreement),

Whereas

the Company develops a marketing network to promote the recognition of food supplements (hereinafter Products) and a healthy way of life;-to achieve this goal, it attracts collaboration partners - representatives.

### 1. Subject of Agreement

The Company concludes this Agreement with the independent Representative to ensure that the Representative will help promote the recognition of the Company's products through marketing methods, in accordance with the terms of this Agreement and other binding documents.

### 2. Validity of the Agreement

2.1. The Agreement enters into force upon its signing or through an approval in the Company's electronic system by both Parties and is concluded for an indefinite period.

2.2. The Company and the Representative may terminate the collaboration individually by notifying the other Party in writing three days in advance.

2.3. The Company may immediately terminate collaboration with the Representative if he threatens the safety, commercial activity and/or reputation of the Company and its products.

2.4. In case of the Agreement termination, the Company pays out bonuses for the transactions made up to the moment of the termination.

2.5. If the Agreement is not approved by the other Party within 10 days, the Agreement is considered not concluded and does not have any legal and commercial consequences.

## 3. Terms of collaboration

3.1. Within three working days after the conclusion of the Agreement, the Representative receives access to an online account (hereinafter the Account) which holds information on the Representative's deals and bonuses as well as a unique discount coupon and affiliate link.

3.2. The Representative is expected to have high professional ethics and loyalty to the Company's products and a health-promoting way of life.

3.3. The Representative performs his work independently, in a convenient way, place, time, and with his own resources, guided by this Agreement and the Company's Guidelines for Representatives (hereinafter the Guidelines).

3.4. The Representative has the right to motivate potential customers with discount coupon or affiliate link for purchasing products in the Company's web store. Safe and timely delivery of products is organised by the Company.

3.6. The Representative is personally responsible for his operations, including for following advertising rules and providing correct information to customers.

3.7. Representatives are not employees of the Company.

# 4. Marketing

4.1. Marketing of products is carried out in accordance with this Agreement and the Guidelines.

4.2. It should be taken into account in marketing activities that food supplements are not intended for treatment, healing and prevention; and they should not be attributed miraculous powers.

4.3. Any publicly available information, photo, video, and graphic materials, as well as social network information on Products may be used for marketing but may not create the impression that the Representative is the Company.

4.4. The Representative does not have exclusive rights; there is free competition. All representatives can operate in the place, time and manner of their choice with the methods, prices and discounts of their choice, but without violating the restrictions set in the Agreement and the Guidelines.

4.5. The Representative does not have the right to address or attract legal entities - clinics, health and beauty institutions, etc. without the Company's approval.

4.6. The Representative is not allowed to place products for sale in his web stores and other marketplaces.4.8. Only the Company's web store may be recommended for the Product purchase, except if the Representative has the Partner Status and may sell the Products directly to the client.

4.9. The necessary information about the product and its use is available on the Company's website <u>www.smartnanovirus.com</u>, social networks and the Representative's personal Account.

4.10. The Representative agrees that the Company and its collaboration partners may send marketing information to the Representative's e-mail and social network accounts.

4.11. At any time, the Company has the right to stop or correct the Representative's marketing activities or marketing materials if they disagree with the Agreement terms.

## 5. Remuneration

5.1. The Representative receives bonuses from the Company according to the achieved results, from the transactions made on the Company's web store using the Representative's coupon or affiliate link. Bonus amounts are determined by the Company in accordance with the Guidelines.

5.2. Bonus payments are made once a month until the tenth day for the Representative's transaction amounts of the previous month, which have entered the Company's web store system, excluding logistics costs.

5.3. Bonuses may be recalculated if the product is returned or the money for the products does not enter the Company's bank account.

5.4. Payments are made by transfer to the bank account specified by the Representative.

5.5. Upon receiving payment from the Company, the Representative is personally responsible for paying the necessary taxes in the country where the Representative is registered.

5.6. If according to the legislation, taxes for the Representative must be paid by the Company, then the tax amount is deducted from the invoice amount.

5.7. If applicable, VAT is included in the invoice amount.

5.8. The Company reserves the right to adjust product prices, marketing and sales plans, bonus and discount percentages at any time. Previous terms remain valid for those transactions that have been made before the specific changes are made.

## 6. Confidentiality

6.1. The Representative is obliged to maintain confidentiality regarding this Agreement, the Guidelines and other Company documents, marketing and sales information, bonus and discount system, the

Account access data, and other information that may harm the Company's commercial interests and Product reputation.

6.2. The Representative is obliged to follow the rules of customer data protection.

### 7. Dispute resolution

All disputes are resolved by negotiations whenever possible. If the negotiations do not resolve the dispute, such dispute shall be referred to and settled in court of the respective jurisdiction in the United Kingdom.

### 8. Governing law

The governing law of this Agreement is the law of the United Kingdom.

### 9. Communication

9.1. For communication, the Parties use the Account's internal communication channel.

9.2. The email addresses of the Parties specified in the Agreement should be used for official notifications regarding the Agreement.

#### **10.** Miscellaneous provisions

10.1. The Parties agree that this Agreement and official announcements of the Parties are legally valid if signed by both Parties in paper form, as well as if they are in the form of scanned copies with the Parties' signatures or approved in the Company's electronic system in electronic format.

10.2. The Agreement is executed in one copy on 3 pages with full legal force and sent to the Parties' emails specified in this Agreement or stored in the Company's electronic system.

10.3. All amendments to the Agreement are agreed between the Parties and enter legal force in accordance with the procedures set forth in this Agreement.

The contract is in an electronic format and enters into force upon its approval in the Company's electronic system by both Parties within 10 days.