

## N SOUVRE INTERNATIONALE CODE of ETHICS

### I. DEFINITIONS

**SOUVRE INTERNATIONALE** – here SOUVRE INTERNATIONALE Sp. z o.o. Sp. k.

**SOUVRE UK** – here SOUVRE UK Ltd.

**The SOUVRE INTERNATIONALE Code of Ethics (SOVRE Code of Ethics, Code of Ethics)** – this document containing a set of rules for Partners, consistent with accepted standards of ethical conduct in the SOUVRE INTERNATIONALE Club.

**SOUVRE INTERNATIONALE Club (SOVRE Club)** – all Partners belonging to the SOUVRE INTERNATIONALE Club.

**Marketing Folder (Marketing Plan)** – a document containing information about the benefits of cooperation with SOUVRE UK and a set of rules that define terms for Partners to obtain a given Performance Level and rules for calculating a Marketing Plan Discount or Commission for achieving a given Performance Level.

**Partner** – an individual or a company that joins SOUVRE UK or the Branch with an agreement for membership in the SOUVRE INTERNATIONALE Club (Partnership Agreement).

**Partner SOUVRE UK** – an individual or a company that has formed a membership agreement within SOUVRE INTERNATIONALE Club (Partnership Agreement) with SOUVRE UK.

**Director** – the name of the Partner Performance Level in the II Marketing Plan.

**SOUVRE INTERNATIONALE Products (Products)** – products offered to the Partners by SOUVRE UK listed in the offer under the SOUVRE INTERNATIONALE Brand.

**Customer** – a person purchasing Products for own needs from the Partner (end user of the Products).

**Promoter** – a Partner who is in the Structure directly above another Partner, indicated in the application for registration to the SOUVRE INTERNATIONALE Club (the Partnership Agreement) as a Promoter.

**Customer Service (CS)** – department in SOUVRE UK or in the Branch, which the Partner can contact by phone, email or post. It provides ongoing support for Partners in all areas related to membership in the SOUVRE INTERNATIONALE Club. This is particularly true for registration, placing orders for SOUVRE INTERNATIONALE Products, providing information on the implementation of the Marketing Plan and training supporting Partners building Structures.

**Partnership Agreement (Agreement)** – an agreement formed between a Partner and SOUVRE UK based on an application for registration in the SOUVRE INTERNATIONALE Club submitted by the Partner and accepted by SOUVRE UK.

Other terms used in this Code of Ethics should be construed in accordance with the definition given in the SOUVRE INTERNATIONALE Regulations, Marketing Folder or other documents issued by SOUVRE UK and provided to the Partner.

### II. GENERAL RULES

1. The rules regarding the relationship between SOUVRE INTERNATIONALE and Partners are based on professionalism, respect, cooperation and trust.
2. The partner should act honestly, in accordance with the law and with respect for the principles and other Partners in the SOUVRE INTERNATIONALE Club.
3. A Partner must refrain from disseminating untrue, unreliable or harmful information about SOUVRE UK and SOUVRE INTERNATIONALE in any form, be it:
  - a) oral
  - b) written
  - c) or electronic (email, internet forums and social networks).
4. The Partner must maintain the confidentiality of data and information on internal relations between them and SOUVRE UK and SOUVRE INTERNATIONALE, and in particular:

- a) Respect the prohibition of transferring to third parties, including other Partners, personal data and sensitive data, to which the Partner obtained access to in connection with the possibility of cooperation with SOUVRE UK,
  - b) Adhere to the prohibition on the dissemination of information on logins and passwords and information contained only after logging in to the Partner Zone. The above includes notifying Customers (entities and persons not belonging to the SOUVRE INTERNATIONALE Club) of special Partner prices and the amount of Points awarded for the purchase of Products and information on incentive programs and competitions organised by SOUVRE UK, available exclusively to Partners.
5. The above provisions also apply in the period after the termination or expiry of the Partnership Agreement. Any data sets prepared by SOUVRE UK and copies thereof should be returned by the Partner immediately after the termination or expiry of the Agreement.

### **III. SALE AND ADVERTISING OF SOUVRE INTERNATIONALE PRODUCTS**

1. Sales of SOUVRE INTERNATIONALE products are direct sales in the SOUVRE Sales Network. The sale takes place at home or in other places such as workplaces, public places, etc. Direct sale requires from the Partner a personal, involved presentation of the Product, dispelling doubts of a potential candidate for the Partner or Customer, providing reliable, clear and comprehensive information about the Products and opportunities for cooperation within the membership in the SOUVRE INTERNATIONALE Club. The Partner should make every effort and devote the required amount of time to clarify all doubts of a potential candidate for a Partner or Customer.
2. Direct sales are executed outside fixed, organised outlets such as stores, stalls, kiosks, wholesalers, etc.
3. Products can be sold only in their original packaging. Materials created by the Partner, including the SOUVRE INTERNATIONALE Brand, must be previously approved by SOUVRE UK.
4. The Partner must disclose only full, reliable information about the Products, especially in terms of price, terms of payment, return, complaints, the right to withdraw from the sales contract.
5. Products must not be sold through websites, classifieds, auctions, sales or private websites. SOUVRE INTERNATIONALE does not guarantee the origin, authenticity, quality and expiry date of such products. The only guarantee of receiving the original Product is to purchase it directly from an independent Partner of SOUVRE UK or through a web portal [www.souvre.com](http://www.souvre.com) after registering with the SOUVRE INTERNATIONALE Club.

### **IV. NETWORK DEVELOPMENT RULES AND STRUCTURE MANAGEMENT OF SOUVRE INTERNATIONALE PARTNERS**

1. Each Partner who has achieved the Performance Level named Director must take care of the development of their structure by:
  - a) Professional care for the onboarding of newly registered Partners;
  - b) Organisation of regular training to meet the identified needs of a given Structure. Documented training including lists of participants should be offered at least twice a month. SOUVRE UK is entitled to control the above rule if it believes that such a need arose,
  - c) Organisation of individual meetings that satisfy the identified needs of a given Partner (coaching), whose main goal is the development of individual competences.
  - d) Organisation of meetings with the Team together with potential candidates for the Partners or Customers whose main purpose is to observe the Team in dealing with such issues as customers' objections and providing constructive feedback to the Team.
  - e) Solving contentious or problematic issues negatively impacting the Network, SOUVRE INTERNATIONALE and SOUVRE UK.
  - f) Adjusting the clothing to the character of the meeting with a potential Partner or Customer, while maintaining the care of the business image of the Partner representing SOUVRE UK and SOUVRE INTERNATIONALE.
  - g) Establishing contact and organising a business meeting with a potential Partner, recommended by the Customer Service.
  - h) Defending the value of the SOUVRE Club against competitors and critics, presenting true and binding facts and reporting violations to the Customer Service of SOUVRE UK.

- i) Supporting subsequent Partners to achieve the Performance Levels in the II Marketing Plan.
- j) Attend training organised by SOUVRE UK.

## 2. Transferring the Partner within the Network.

The transfer of the Partner within the Structure may result only from an unintentional error committed in the process of registering the Partner to the SOUVRE INTERNATIONALE Club:

- Up to 3 business days from the date of registration: no requirement to obtain the consent of Partners from higher levels.
- Over 3 business days from the date of registration: consent of the Promoter, consent of the nearest Director and consent of the Partner to whom the person/group is transferred, as well as the consent of each Partner at the Performance Level, at a minimum of 16% (with the Balance Rule maintained) and up in the given group that is being transferred. The Partner initiating the transfer should bear in mind the good of the whole, and not the pursuit of private interests.

The application regarding the transfer of a person within the Network should be presented in detail by the applicant. SOUVRE UK considers each application individually, after receiving all necessary documents. SOUVRE INTERNATIONALE puts forward the good of the whole Structure over the individual good of the Partners. If any document signed by the above persons is missing, the transfer request is automatically refused. The ultimate, irrevocable and individual decision on the transfer is taken by SOUVRE INTERNATIONALE.

## V. FORBIDDEN PRACTICES

1. Practices aimed at increasing Point Turnover, thereby fictitiously increasing the profit, resulting in extorting an undue Marketing Plan Discount or Commission from SOUVRE UK are forbidden. Such practices include:

a) Fictitious purchase of goods by failing to pay for the goods ordered or refusing to pick them up.

b) Having more than one Partner Account (each Account is a personal and individual account, and all transactions carried out on it will be strictly controlled and monitored in order to eliminate irregularities). Only the owner identified by personal data is responsible for the individual Partner Account. The only exception is the situation in which the Partner received an Additional Identification Number from SOUVRE UK, on the terms set out in the Marketing Folder.

2. The Partner uses only their own personal data. They cannot use the data of third parties (persons connected with family connections with the Partner) and spouse, parents, grandparents and children. Each Partner must log in using their own Account and a unique Identification Number. At the same time, SOUVRE UK shall not be liable for unethical acts of third parties on Partners' accounts, which will allow the use of their personal data and logins to the Account.

3. Persons in close relationships, i.e. spouses, children, parents, siblings, grandparents and cohabitants should register in the SOUVRE INTERNATIONALE Club Structure directly for themselves.

4. Using disparaging remarks about the competition on the market, criticizing their activities, products and services is not allowed. The rule is to show the benefits of being in the SOUVRE INTERNATIONALE Club.

5. Partners shall not:

a) Recruit SOUVRE INTERNATIONALE Partners to other sales organisations competing with SOUVRE INTERNATIONALE;

b) Use personal data in the supported Structure to recruit cooperating persons for other sales organisations competing with SOUVRE INTERNATIONALE;

c) Establish operations that are competitive for SOUVRE UK and SOUVRE INTERNATIONALE;

d) Urge to withdraw from cooperating or discourage Partners from operating in the SOUVRE INTERNATIONALE Club;

- e) Publish announcements with job offers in the organisation using the SOUVRE INTERNATIONALE Trademark on any social media sites, ads, and in particular on websites related to job brokerage and recruitment of employees;
- f) Create websites, blogs and other sub-pages using the SOUVRE INTERNATIONALE Trademark without prior approval by SOUVRE UK;
- g) Register domain names containing the word 'SOUVRE';
- h) Record and share films using the SOUVRE INTERNATIONALE Trademark without prior approval by SOUVRE UK;
- i) Create one-off consultancy and advisory points in order to conduct the presentation and advertise SOUVRE UK Products and services;
- j) Re-register people from a different Structure within the Network, in a manner different from the procedure described in paragraph IV, point 2 above.

All actions requiring prior acceptance by SOUVRE UK should be expressed in the form of a written consent (the form of sending information in this matter and receiving consent by email is acceptable). Actions that contradict the above principles may lead to the termination of the Partnership Agreement by SOUVRE UK.

## **VI. CONSEQUENCES OF ACTIVITIES CONFLICTING WITH THE SOUVRE INTERNATIONALE CODE OF ETHICS**

1. The following sanctions may be used for breaching the rules set out in this Code of Ethics:

- a) A telephone reminder with a request to stop violating any of the principles of the Code of Ethics;
- b) A written warning with a request to stop violating any of the principles of the Code of Ethics;
- c) The invitation of the Partner (in particular the Partner at the Performance Level of the II Marketing Plan – Director) for a meeting to resolve the violation of any of the principles of the Code of Ethics;
- d) Suspension of the Partner Account (total or partial) and thus membership in the SOUVRE INTERNATIONALE Club for the period from 1 month to 3 months – at this time, further proceedings regarding the membership in the SOUVRE INTERNATIONALE Club should be clarified, and thus the solution and closing the problem of violation of any of the principles of this Code of Ethics;
- e) Termination of membership in the SOUVRE INTERNATIONALE Club. After termination, Partner's Account is taken over by SOUVRE UK.