

## **COOPERATION AGREEMENT**

Between

Mr. \_\_\_\_\_, born in \_\_\_\_\_, on \_/ \_/\_, and residing in \_\_\_\_\_, Via \_\_\_\_\_, n. \_ Tax Code \_\_\_\_\_ (hereinafter also referred to as the 'Collaborator')

and

**REGENESIS Distribuzione Ltd.**, with registered office at 277 Gray's Inn Road (UK), represented by Mr. Lorenzo Tanzi, born in Parma on December 11, 1980, and residing in Parma, via Zanzucchi n. 4, tax code TNZ LNZ 80T11 G337R, (hereinafter also referred to as REGENESIS).

Jointly also referred to as the 'Parties'

### **WHEREAS**

- REGENESIS S.r.l is a Company directly or indirectly involved in the development of innovative wellness situations and applications for antioxidant therapies and treatments. Such activity entails the development of devices and equipment as well as the wholesale and retail sale of products such as dietary supplements, sport nutrition, nutraceuticals and products for body wellness;
- within such activity, REGENESIS seeks for the collaboration of independent and experienced individuals in its relevant field, in order to promote the sale of such products;
- REGENESIS has identified Mr./Mrs. \_\_\_\_\_ as a suitable candidate to carry out this activity, independently and without subordination, according to the contractual framework provided for in Article 2222 of the Italian Civil Code and wishes to appoint him/her for such purpose;
- Mr./Mrs. \_\_\_\_ shares REGENESIS's vision and accepts the assignment, according to the terms better specified below;

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, the parties hereto hereby agree as follows

### **ARTICLE 1- PREAMBLE**

The preamble above is an integral and essential part of this agreement

## **ARTICLE 2- ACTIVITIES**

The Collaborator will carry out the assignment in accordance with the contractual scheme of the Contract for services (Art. 2222 of the Civil Code) with operational autonomy and without no reference to the laws on employment.

In the logic of autonomy and freedom of forms and modalities that characterize this agreement, according to article 2222 and following of the Civil Code, the Collaborator will manage his/her own working hours independently, without any constraint or minimum quantity of hours to dedicate to the activity.

The activity consists of contacting potential customers interested in purchasing REGENESIS products through any suitable means for the proper and clear presentation of the offered product.

The Collaborator shall inform REGENESIS about the interest of the contacted parties, collect orders, and REGENESIS will proceed to finalize the agreement and/or fulfill the orders of these parties.

The Collaborator may work to facilitate communication between REGENESIS and potential customers, organizing, if deemed appropriate, meetings and site visits, facilitating the signing of the agreement.

The Collaborator is entitled to maintain relationships with the potential customers, aimed at better communication between REGENESIS and the latter.

The conclusion of the deal and the signing of any agreement shall always be responsibility of REGENESIS, thus excluding any type of direct representation or mandate by the Company in favor of the Collaborator, to conclude contracts on its behalf or in its name, unless they are direct clients. The activity of the Collaborators may be directed both to end customers (so called *Business to Client*) and to other commercial activities (so-called *Business to Business*).

If necessary for the conclusion of one or more specific deals, REGENESIS may provide the Collaborator with advertising or informative material to present to potential customers.

This agreement refers to the standard sales conditions of REGENESIS available on its website or those of its commercial partners (for example, but not limited to: end user-price lists, seller price lists, delivery times and methods, etc..). Any alternative condition that deviates from what is provided

by these conditions must be previously discussed between the Parties and authorized in writing.

### **ARTICLE 3 - TERMS OF PAYMENT**

Within the scope of the activities set forth below, the Collaborator shall be entitled to the following economic treatment as remuneration:

- REGENESIS shall grant the Collaborators a compensation in percentage, as a commission, on the turnover (net of VAT) generated by REGENESIS through the promotional activity carried out by the Collaborator, according to the parameter described in details in SCHEDULE A.

The actual payment methods of the compensation shall be agreed upon between the Parties, provided that the payments shall always be traceable.

### **ARTICLE 4 - DURATION**

This agreement is valid and effective from November 1, 2023, and has a duration of 12 months from its execution.

The parties may terminate this Agreement by giving notice within 60 days from its expiration or at each of its tacit renewals, through certified email or recorded delivery letter with return receipt.

In the absence of such communication, the contract shall be deemed renewed for an equal term.

### **ARTICLE 5 - OBLIGATIONS OF THE COLLABORATOR**

In carrying out the assignment, the Collaborator undertake to comply with the principles of diligence, good faith, fairness, and transparency.

For any violation of the aforementioned principles that may cause damage to the Company, the latter shall be entitled to request compensation.

### **ARTICLE 6- PRIVACY**

The Collaborator shall process the personal data of the contacted individuals in compliance with the provisions of EU Regulation 2016/679 and Legislative Decree 101/2018.

The Collaborator shall in any case indemnify REGENESIS for any complaints or claims from third parties, caused by non-compliance with the provisions of the first paragraph.

REGENESIS shall treat the personal data of potential customers with the same respect, once transmitted by the Collaborator.

The Parties undertake to process personal data from third parties solely for the purpose connected to the execution of this Agreement, following specific information provided in advance.

In the event that the Collaborator has submitted his/her application by completing the online form, he/she declare that he/she has read the information pursuant to Article 13 of EU Regulation 679/2016 proposed by REGENESIS and, by clicking the confirmation button, they:

- (i) give specific consent to the processing of personal data for the performance of this contract;
- (ii) declare to have understood the terms and conditions of this contract, to have read the Annexes, and to adhere to them, subject to all the conditions established therein.

## **ARTICLE 7- AMENDMENT TO CONTRACTUAL TERMS**

Due to potential market fluctuations and corporate contingencies, REGENESIS reserves the right to propose changes to the contractual conditions, to be submitted to the Coordinator in writing under penalty of invalidity. The changes shall take effect 60 days after the date of communication. In this case, the Coordinator retains the right to terminate the contract, as provided for under Article 4 above. In the event of a failure to communicate by the Coordinator within the foresaid terms, the changes shall be deemed accepted.

## **ARTICLE 8 - APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed and interpreted according to the substantive law of Italy without reference to any rules of conflicts of laws.

The parties undertake to amicably resolve any disputes that may arise between them during the validity of this agreement. In the event of failure to reach an agreement, the dispute shall be resolved before the Court of Parma.

## **ARTICLE 9 - INDIPENDENT CONTRACTORS**

The relationship of the Parties established by this contract is that of independent contractors. Nothing in this agreement shall be construed to create any other relationship between the Parties.

Except as expressly provided in this agreement, neither Party shall have any right, power or authority to incur, create or assume any expense, liability, or obligation, express or implied, on behalf of the other Party.

Parma, November 1, 2023

REGENESIS S.R.L  
Mr. Lorenzo Tanzi

THE COLLABORATOR  
Mr/Mrs.

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**In accordance with Article 1341, paragraph 2 of the Civil Code, the parties specifically endorse and approve the following clauses:**

ARTICLE 4 - TERMS OF PAYMENT;  
ARTICLE 5 - OBLIGATIONS OF THE COLLABORATOR;  
ARTICLE 7 - AMENDMENT TO CONTRACTUAL TERMS  
ARTICLE 8 - APPLICABLE LAW AND JURISDICTION

Parma, November 1, 2023

REGENESIS S.R.L  
Mr. Lorenzo Tanzi

THE COLLABORATOR  
Mr./Mrs.

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Attachments:

SCHEDULE A- TERMS OF PAYMENT;

SCHEDULE B: Discount Table for Retailers;

SCHEDULE C: Active User.