

COORDINATION AGREEMENT

Between

Mr./Mrs. _____, an individual born in _____, on ___ and currently located in _____, Tax Code n. _____ (hereinafter also referred to as 'Coordinator')

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 is 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 this business, REGENESIS seeks for the collaboration of independent experts in its relevant field, to promote the sale of such products;
- These individuals, identified by the company, require coordination by different parties (Coordinators) to optimize request flows, information, and ultimately, contract finalization;
- REGENESIS has identified Mr./Mrs.____ as a suitable candidate to carry out this activity independently and without any subordination, according to the contractual scheme provided by Article 2222 of the Civil Code and wishes to appoint him/her for such purpose;
- This assignment does not prevent the Coordinator from directly contacting potential clients to promote REGENESIS products or any other brand to be communicated, in the interest of REGENESIS;
- Mr./Mrs. _____ accepts the assignment, understanding and sharing Regenesi's ethical policies and strategic visions, under the terms and conditions better described below;

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

ARTICLE 1- CONSIDERATIONS

The foregoing considerations represent an integral and indispensable part of this agreement.

ARTICLE 2- ACTIVITIES

The Coordinator shall perform the assignment in accordance with the contractual scheme of the Contract for Services (Article 2222 of the Civil Code) with operational autonomy and without any reference to the laws on employment.

In line with the principles of autonomy and freedom in forms and methods as provided for by Articles 2222 and subsequent articles of the Italian Civil Code, the Coordinator shall manage his/her own working hours independently, without any obligation or minimum number of hours dedicated to the activity.

The Coordinator shall have the following tasks to be carried out independently:

- Training of collaborators for product promotion;
- Coordination of collaborators in various areas of competence and with their specific functions;
- Management of relationships between the various collaborators and between them and the company;
- Periodic reporting to the company, as and when deemed appropriate (for example, on a monthly basis), on the progress of activities and the functions entrusted to the Coordinator.

For these activities, the Coordinator shall be entitled to a remuneration based on the Companies turnover, as further detailed in attachment D.

The Coordinator may also personally carry out promotional activities for the company, approaching both end-users (B to C) or professionals in their specific field or retailers (B to B). Depending on the type of potential client approached, the Coordinator may possibly benefit from the discount table referred to in Annexes B and C.

The aforementioned activity involves contacting, through any suitable means of correct and clear product presentation, clients interested in purchasing REGENESIS products. The Coordinator shall inform REGENESIS of the interest of

the contacted parties, collect orders, and REGENESIS shall proceed to conclude the contract and/or fulfill the orders from these parties.

If the Coordinator deems it appropriate, he/she may facilitate communication between REGENESIS and potential clients, by organizing meetings and visits on-site, facilitating the finalization of the agreement. The Coordinator may maintain relationships with potential clients, aimed at improving communications between REGENESIS and the clients.

The closing of the deal and the signing of any agreement shall, in any case, be the responsibility of REGENESIS, therefore excluding any form of direct representation or mandate from the company to the Coordinator to conclude contracts on its behalf, except in the case of direct clients.

The promotional activity may be directed both to end clients (Business to Client) and to other commercial activities (Business to Business). If necessary for the conclusion of one or more specific transactions, REGENESIS may provide the Coordinator with advertising of informational material to present to potential customers.

This agreement incorporates the standard sales conditions present on the website _____ (for example, but not limited to: end-user price lists, seller price lists, delivery times and methods, etc..). Any alternative conditions that differ from what is provided by these conditions shall be previously discussed between the Parties and authorized in writing, as provided for in the following paragraphs.

ARTICLE 3 - TERMS OF PAYMENT

Within the scope of the activities outlined below, the Coordinator shall be entitled to the following economic treatment as remuneration:

- For the coordination activity, the Coordinator shall be granted a remuneration as provided for under ANNEX D;
- for the promotion/intermediation activity REGENESIS shall grant the Coordinator with a percentage-based commission on the turnover (NET of VAT) generated by REGENESIS through the Coordinator's promotional activities, according to the parameters described in the ANNEX A.

The specific payment arrangements shall be mutually agreed upon by the Parties, provided that the payments shall always be traceable.

ARTICLE 4 - DURATION

This Agreement is valid and effective as of November 1, 2023, and has a duration of 12 months from the date of its execution. The parties may terminate this Agreement at any time by providing a 60 days prior notice, through either certified email or recorded delivery letter with acknowledgment of receipt. In the absence of

such communication, the contract shall be deemed renewed for an equal term upon its expiry.

ARTICLE 5 - OBLIGATIONS OF THE COORDINATOR

In carrying out this assignment, the Coordinator undertakes to adhere to the principles of diligence, good faith, fairness, and transparency. In the event of any violation of these principles causing harm to the company, the company shall be entitled to seek compensation.

ARTICLE 6 - PRIVACY

The Coordinator shall handle the personal data of the contacted parties in compliance with the provisions of EU Regulation 2016/679 and Legislative Decree 101/2018. The Coordinator shall indemnify REGENESIS for any complaints or claims from third parties, resulting from non-compliance with the first paragraph. REGENESIS shall treat the personal data of potential clients, once transmitted by the Coordinator, with the same respect. The Parties undertake to process personal data from third parties solely for the purpose related to the execution of this Agreement, with prior specific information.

In the event that the Coordinator has submitted his/her application by completing the online form, he/she declares 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 in such communication 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 term of this Agreement. In the event of a failure to reach an agreement, the dispute shall be resolved before the Court of Parma.

ARTICLE 9 - INDEPENDENT CONTRACTORS

The relationship between 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 explicitly provided in this Agreement, neither Party shall have any right, power, or authority to incur, create, or assume any expense, liability, or obligation, whether express or implied, on behalf of the other Party.

Parma, November 1, 2023

REGENESIS S.R.L.
Mr. Lorenzo Tanzi

The COORDINATOR
Mr./Mrs. _____

Pursuant to Article 1341, paragraph 2 of the Civil Code, the parties specifically agree to the following clauses:

ARTICLE 4- DURATION;

ARTICLE 5- OBLIGATIONS OF THE COORDINATOR;

ARTICLE 7- AMENDMENT TO CONTRACTUAL TERMS;

ARTICLE 8- APPLICABLE LAW AND JURISDICTION.

Parma, November 1, 2023

REGENESIS S.R.L.
Mr. Lorenzo Tanzi

The COORDINATOR
Mr./Mrs. _____

Attachments:

ANNEX A: Remuneration for the Sales Consultant

ANNEX B: Discount Table for Retailers

ANNEX C: Active User

ANNEX D: Turnover Commission for the Manager/Coordinator