## Terms and Conditions of the

## Wellsi Affiliate Program

#### §1 General Provisions

The Affiliate Program ("Program") is organized by Wellsi sp. z o.o. (Wellsi LLC), with its registered office in Krakow, ul. Praska 34B / 68, 30-328 Krakow, Poland; KRS: 0001056762, REGON: 526321122 ("Organizer").

The Program allows Specialists to recommend the Wellsi.app application to their patients and receive commissions on purchased subscriptions.

Participation in the Program is only available to individuals running a business (B2B).

#### §2 Terms of Participation

The Program Participant ("Partner") may only be:

- 1. a physiotherapist, physician, trainer, dietitian, or other registered specialist with a specialist account in the Wellsi.app application,
- 2. conducting business activity in the Republic of Poland or the EU,
- who, during the registration process, provides the required documents confirming their professional title and company registration details (NIP, REGON, CEIDG/KRS entry).

Registration for the Program is completed via the online form available at: <a href="https://www.wellsi.app/en/refer">https://www.wellsi.app/en/refer</a>. By submitting the form, you agree to the provisions of the program regulations and the principles of its operation. The Organizer reserves the right to verify applications within 3 business days.

### §3 Program Rules

- After successful verification, the Partner receives access to the Partner panel (Rewardful platform) and a unique referral link.
- A patient who registers in the Wellsi.app application using the Partner's link is automatically added to the Partner's "Team."
- For each paid subscription purchased by a patient in the Team, the Partner is charged a commission according to the current rate table available in the Partner panel.
- Commission calculation is performed in the Rewardful system and is visible in the Partner panel.

#### §4 Settlements and Payouts

- Partners settle accounts with the Organizer via B2B invoices.
- Commission payments are made based on a properly issued invoice by the Partner, consistent with the Rewardful report.
- The condition for payment is to reach the minimum commission threshold at least EUR 99.
- Payments are made by the 15th of the month for the previous period or according to individually agreed-upon terms.
- · The Organizer does not deduct taxes or contributions the Partner is fully responsible for their settlement.

#### §5 Partner Obligations

The Partner agrees to:

- act in accordance with the law and the principles of professional ethics,
- present the Wellsi.app application in a manner consistent with the materials provided by the Organizer,
- not engage in any actions that mislead patients.

The Partner is solely responsible for their actions towards patients.

### §6 Organizer's Liability

The Organizer is responsible for the correct calculation of commissions and their payment in accordance with the regulations. The Organizer is not responsible for the relationship between the Partner and the patient.

#### §7 Final Provisions

The Organizer reserves the right to amend these regulations.
The current version of the regulations is published on the Program website.
In matters not covered by these regulations, Polish law shall apply.



## **Terms and Conditions Addition**

# Confidentiality clause

#### \$1 Confidentiality and Protection of Materials

- 1. All materials made available to the Partner as part of the Wellsi affiliate/partnership program, including in particular: training content, instructions, presentations, video recordings, interview scripts, document templates, know-how, and other educational or operational materials, are the property of Wellsi sp. z o.o. and are protected by law, including copyright and trade secret regulations.
- 2. The Partner agrees to keep all information and materials referred to in paragraph 1 confidential and not to use them for any purposes other than the implementation of the Wellsi affiliate program.
- 3. The Partner is not authorized to share, reproduce, distribute, or disclose to third parties any materials or information obtained in connection with participation in the affiliate program without the prior written consent of Wellsi sp. z o.o.
- 4. The obligation of confidentiality applies both during the Partner's participation in the affiliate program and after its termination, regardless of the reason for termination.
- 5. In the event of a breach of the obligations arising from this section, Wellsi sp. z o.o. reserves the right to: a) immediately terminate the partnership with the Partner,
  - b) seek compensation from the Partner for any damage resulting from the breach, in accordance with general principles.
  - c) take other legal actions provided for by applicable law.

