Official Regulation of the Loyalty Program "Beauty Club by GEROVITAL" ("Official Regulation")

SECTION 1. ORGANIZER AND PUBLIC INFORMATION

The Beauty Club by GEROVITAL Loyalty Program is organized and carried out by FARMEC S.A., a company registered under Romanian law, with registered office in Romania, Cluj, Cluj-Napoca, Henri Barbusse str. 16, Henri Barbusse str. 16, registered at the Trade Register Cluj under no J12/14/1991, tax identification code RO 199150, with personal data operator number 21199, represented by Mircea Liviu Turdean - General Manager, hereinafter referred to as "Organizer".

This Program is a system created by the Organizer in order to build customer loyalty by granting advantages as a result of making purchases on the gerovital.eu platform.

The Beauty Club by GEROVITAL Loyalty Program (hereinafter referred to as the "Loyalty Program") is exclusively for customers who buy from the gerovital.eu online store. The Beauty Club by GEROVITAL Loyalty Program offers members enrolled in the program the opportunity to benefit from various advantages, such as: direct discounts by using the points accumulated on future purchases from the online store gerovital.eu, occasional special promotions dedicated to customers who are Gerovital loyalty card holders, surprise gifts, privacy when learning about information about discounts, promotions, offers and other present or future facilities.

The members enrolled in the Program agree to abide by the terms and conditions of these Regulations of the Loyalty Program for gerovital.eu shop customers, as mentioned below (hereinafter referred to as "Regulations").

The Rules are available for consultation by any interested person online at gerovital.eu. The Organizer reserves the right to amend these Rules.

SECTION 2. PROGRAM AREA

The Beauty Club by GEROVITAL Loyalty Program presented in this Regulation is exclusively available in the gerovital.eu online shop.

SECTION 3. DURATION OF THE PROGRAM

The Loyalty Program starts on February 26, 2025, and has an indefinite duration. The Organizer reserves the right to modify, suspend, or terminate the Program at any time. Any such changes will be announced by the Organizer in the gerovital.eu online shop before they take effect.

No modification, suspension, or termination shall entitle the Member to make any claim against Farmec S.A. for any reason whatsoever. The Program shall be conducted in accordance with the provisions of these Rules.

The Organizer shall not be held liable for any direct or indirect consequences resulting from potential malfunctions of the Loyalty Program. In such cases, the Organizer will make every effort to preserve the rights of the Members until the issue is resolved.

The organizer is entitled to take all necessary measures in case of attempts of system fraud, abuse or any other attempts that could damage the image of this Loyalty Program.

The Organizer is exonerated from liability in case of force majeure or fortuitous event, according to the provisions of Article 1351 of the Civil Code. For the purpose of this Regulation, force majeure means any event that cannot be controlled, remedied or foreseen by the Organizer and whose occurrence renders the latter unable to fulfill its obligations under this Regulation. These events include, but are not limited to: wars, fires, floods, strikes and blockades, earthquakes, other catastrophes of any kind, as well as any regulation that may prohibit or modify the terms of the Rules. If, for any reason whatsoever, this Loyalty Program cannot run as planned due to causes beyond the control of the Organizer, fraud, technical problems, or any other causes which, in the opinion of the Organizer, corrupt or impair the administration, security, fairness, integrity or proper conduct of the Program, the Organizer reserves the right to cancel, terminate, modify or suspend the Program. In the event that the Loyalty Program is terminated due to force majeure, fraud or technical difficulties, this situation will be made public as provided for in these Regulations.

SECTION 4. LEVELS AND CONDITIONS OF ENROLMENT IN BEAUTY CLUB BY GEROVITAL LOYALTY PROGRAM

- 4.1 The Gerovital Loyalty Program includes three stages:
 - Gerovital Bronze Beauty Program
 - Gerovital Silver Beauty Program
 - Gerovital Gold Beauty Program

The Gerovital Loyalty Program entitles members to a digital Loyalty Card (hereinafter referred to as the "Loyalty Card"), which is a "Gerovital Bronze" Card under the Gerovital Bronze Beauty Program, a "Gerovital Silver" Card under the Gerovital Silver Beauty Program and a "Gerovital Gold" Card under the Gerovital Gold Beauty Program.

Participation in the Loyalty Program is free and no purchase is necessary to become a member.

The Beauty Club by Gerovital Loyalty Program is open to any natural person who has reached the age of 16 years, with domicile or residence in any of the following countries (Austria, Belgia, Bulgaria, Danemarca, Franta, Luxemburg, Polonia, Portugalia, Suedia, Germania, Spania) or can provide a delivery address in any of the following countries (Austria, Belgia, Bulgaria, Danemarca, Franta, Luxemburg, Polonia, Portugalia, Suedia, Germania, Spania) (referred to in these Rules as "Member"). The Gerovital Loyalty Program may not be registered in the Gerovital Loyalty Program by legal entities, nor by authorized individuals, foundations, associations or other forms of collective organization.

The Loyalty Card is automatically issued after creating the membership account on gerovital.eu, according to the steps mentioned in art. 4.2.

Each Member can be the holder of only one Loyalty Card. Each Loyalty Card is allocated to only one Member account. In case a Member has more than one Loyalty Card, the Organizer reserves the right to deactivate at any time any of the holder's Loyalty Cards with the loss of all benefits related to them.

Each member account is identified by: email address, first and last name and associated password.

The card is valid for the duration of the Beauty Club by Gerovital Loyalty Program. Falsification of any card is punishable under the laws in force.

Persons who are employees of FARMEC S.A. cannot participate in this Loyalty Program.

4.2. In order to become a Member in the Beauty Club by Gerovital Loyalty Program, it is necessary to create a member account on gerovital.eu and associate a password to the created account. Filling in the following information is mandatory to create a member account: name, surname, e-mail address and associated password. Please take the necessary security measures in order not to disclose your password to anyone and to prevent a third party from gaining access to your password. Information about skin type, hair type, gender and date of birth are optional. Activating a membership account can also be done by logging in with the e-mail addresses associated with your personal Facebook or Google accounts. For this type of authentication no password is required.

After creating a membership account, a virtual Loyalty Card will be generated and will be accessible in the dedicated section of the account.

SECTION 5. LOYALTY PROGRAM MECHANISM - POINTS ACCUMULATION AND USE

The Loyalty Program is an international program and is limited to product purchases by Members of the gerovital.eu online shop.

5.1 Mechanism of accumulation and use of POINTS on Loyalty Cards:

Loyalty Card holders will accumulate POINTS as they purchase products from the gerovital.eu online shop. Points are awarded only for purchases of products or activities that can generate points.

Points earned are personal and cannot be transferred to another person, or not that person is a member of the Loyalty Program.

Points earned cannot be converted into cash.

Points accumulate this way:

1. If the customer has a loyalty card: for any purchase of products made on gerovital.eu,

- the accumulation of points is made according to the following rule: for every 10 euro spent, the Member will accumulate 1 point (Example: for purchases of 100 euro, 10 points will be accumulated, for purchases of 500 euro, 50 points will be accumulated).
- 2. Only whole points will be received, not fractions. The rounding rule does not apply for points accumulation. For example, the customer will still receive 5 points for a purchase of 50 euro, 51 euro or 59 euro.
- **3.** At any time, the customer holding a loyalty card can use the points accumulated on the card to purchase products from the gerovital.eu online shop. **1 accumulated point is equivalent to 1 euro.**
- 4. The points can be used in whole or in part for a purchase. The points accumulated on the loyalty card can be used as a commercial discount granted for purchases made with the loyalty card in the gerovital.eu online store. The value of the points expressed in euro is the equivalent of the amount that will be deducted from the amount owed by the customer on the purchases made.
- 5. If not all points are used for a purchase, the points remaining on the loyalty card can be used for subsequent purchases.
- 6. The accumulated points are available on the loyalty card within 365 days from the date of purchase for purchases that have not been returned within the legal deadline and can be verified in the membership account.
- 7. In the accumulation and use of points will be taken into account all products purchased regardless of whether or not they benefit from a promotional sale.
- 8. When the customer, a loyalty card holder, uses the value vouchers active in the account for a purchase, the amount paid by the customer with value vouchers does not generate the accumulation of points.
- 9. Points are not accrued for the delivery fee and points cannot be redeemed as this is a transportation service.
- 10. In case of return of a product that has triggered the accumulation of points, regardless of the reason for the return, the points related to this product are canceled, if they have not already been used in full. If the customer has used the points in the period between the date of their accumulation and the date of initiating the return of the product (i.e. the date on which the customer notifies the intention to withdraw from the contract), then the customer will be deducted the value of the points from the purchase price of the returned product that triggered the accumulation of points and which must be returned to him. Consequently, the customer will be refunded the value of the returned product minus the value of the points used. Points will also be removed from the membership account in the case of total or partial cancellation of an online order that triggered the accumulation of points.
- 11. Farmec S.A. reserves the right to make corrections of points when the purchase that led to the accumulation of points is canceled, modified or shows suspicion of fraud.
- 12. Points reset 1 calendar year after the last use of the card (accumulation or use of points on the card). To is the date on which the last transaction was made using the Gerovital Loyalty Card (accumulation or use of points on the card). The expiry date of the points on the card T1 will be T0+365 calendar days. The points accumulated during this

- period will be used before the expiration date, i.e. one calendar year.
- 13. If the points are not used, they will be canceled upon expiration. The customer holding the Loyalty Card will be notified by e-mail of the expiration of the period of use of the points on the card, 30 days before the expiration of the period and 48 hours before the expiration of the period of use of the points. Loyalty points cannot be converted into cash and cannot be transferred to another customer of Farmec S.A., or to another type of card of the same customer.
- 5.2. Farmec S.A. may organize various campaigns, promotions or special operations through which all registered Members or certain segments of Members who have expressed their consent receive personalized offers will be able to accumulate additional points. All these additional reward actions will be communicated to customers who have a Loyalty Card and who qualify for the promotion, through the gerovital website, as well as by email newsletter to customers who have given their consent to receive such communications/ notifications.

SECTION 6. GEROVITAL LOYALTY PROGRAM BENEFITS

6.1. FOR GEROVITAL BRONZE CARD HOLDERS

The Gerovital Bronze Card allows its holder to accumulate points on the gerovital.eu website to have access to the Gerovital Bronze Beauty program offers.

The Gerovital Bronze Loyalty Card is activated upon enrollment in the Loyalty

Program. Gerovital Bronze Loyalty Card holders have the following benefits:

- up to 10% discount on any purchase in the form of points on the card (10 euro = 1 point on allocation). Accumulated points can be used for the purchase of products gerovital.eu (1 point = 1 euro at use)
- Welcome voucher worth 10 euro upon enrollment in the program (account activation and digital card generation) and registration of a first purchase of over 50 euro. Both conditions must be fulfilled cumulatively. The Voucher is valid for 30 days from the moment of activation, for a future purchase of 50 euro in the online store gerovital.eu.
- Access exclusive offers a year

6.2. FOR GEROVITAL SILVER CARD HOLDERS

Holders of Gerovital Bronze Loyalty Card who have made purchases worth at least 500 euro will move to the next level of the loyalty program, called Gerovital Silver Beauty level.

The Gerovital Silver card is also offered if the customer makes a first purchase that includes products totaling at least 500 euro.

The Gerovital Silver Card allows its holder to accumulate points and to have access to the Gerovital Silver Beauty program offers.

Gerovital Silver Loyalty Card holders have the following benefits:

- up to 10% discount on any purchase in the form of points on the card (10 euro = 1 point on allocation). Accumulated points can be used for the purchase on gerovital.eu (1 point = 1 euro at use)
- 15 euro voucher in your membership account for upgrading to Gerovital Silver Beauty, valid for 30 days from the moment of activation on a purchase over 70 euro.
- Regular exclusive offers and private discounts.

6.3. FOR GEROVITAL GOLD CARD HOLDERS

Holders of Gerovital Gold loyalty cards, who have made purchases worth at least 500 euro on gerovital.eu will move to the next level of the loyalty program, called Gerovital Gold Beauty level.

The Gerovital Gold card is also offered if the customer makes a first purchase which includes products totaling at least 1000 euro.

The Gerovital Gold Card allows its holder to accumulate points and to have access to the Gerovital Gold Beauty program offers.

Gerovital Gold loyalty card holders have the following benefits:

- up to 10% discount on any purchase in the form of points on the card (10 euro = 1 point on allocation). Accumulated points can be used for the purchase of on gerovital.eu (1 point = euro at use)
- 20 euro voucher in your membership account for upgrading to Gerovital Gold Beauty, valid for 30 days from the moment of activation, for a single purchase over 90 euro.
- Regular exclusive offers and private discounts
- Free delivery on the website for orders of minimum 60 euro
- Free unlimited premium gift wrapping service
- Dedicated and personalized Beauty Advisor service

6.4. MECHANISM GRANTING AND USING VOUCHERS

VALUABLE VOUCHERS are a benefit granted to Members enrolled in Loyalty Program who have enrolled their Loyalty Card in their customer account on the gerovital.eu website and consist of a commercial discount. The benefit can be applied to future purchases, only on the basis of logging into the member account on gerovital.eu. Value vouchers can be redeemed for a specific product, a specific product category or for the total value of the shopping cart. They can be redeemed in their entirety in a single purchase, and in the event that the countervalue of the purchase is less than the voucher value, the difference of money left unused will not be

able to be used later or converted into cash. Value vouchers received in the membership account cannot be converted into cash and cannot be transferred to another customer of Farmec S.A., nor to another type of card of the same customer.

- 6.4.1. For all customers of the Organizer who register a purchase of at least 50 euro and request enrollment in the program (account activation and digital card) or who create a new account on gerovital.eu, thus becoming a Member of the Loyalty Program, will be issued a VALORIC VOUCHER in electronic format, worth 10 euro including VAT, valid for a future online purchase of 50 euro on gerovital.eu. The voucher can be used within 30 days from the activation date.
- 6.4.2. For all Members of the Gerovital Bronze Beauty Loyalty Program who exceed the threshold of 500 euro, representing the total value of the products purchased up to a certain date, a VALORIC VOUCHER in electronic format will be issued in the amount of 15 euro, valid for the next purchase of 70 euro on gerovital.eu. The Voucher is valid for 30 days from the date of activation.
- 6.4.3. For all Members of the Gerovital Silver Beauty Loyalty Program who exceed the threshold of 1000 euro, representing the total value of the products purchased up to a certain date, a VALORIC VOUCHER in electronic format will be issued in the amount of 20 euro, valid for the next purchase of 90 euro on gerovital.eu. The Voucher is valid for 30 days from the date of activation.

The value vouchers will have the following information visible in electronic format: nominal value (including VAT), bar code, expiration date (date until which they can be used).

6.5. FREE SHIPPING CONDITIONS FOR ONLINE ORDERS PLACED BY SILVER AND GOLD MEMBERS

Loyalty Program members who hold a Gerovital Gold Loyalty Card will receive free shipping for orders of 60 euro or more.

SECTION 7. USE OF THE GEROVITAL LOYALTY CARD

Benefits granted to Gerovital Loyalty Card holders are not transferable to other persons. The use of the Gerovital Loyalty Card can only be made by its holder, the card being nominal and non-transferable, otherwise, the cardholder assuming full responsibility for any situation that may arise in connection with purchases made.

In order to benefit from the advantages of the Loyalty Program when purchasing products from the gerovital.eu online store, the customer must register for membership account on gerovital.eu.

SECTION 8. CANCELLATION OF CARDS

The Organizer reserves the right to suspend or cancel at its sole discretion any Loyalty Card that has been used in violation of any of the provisions of these Rules or legal provisions, which

actions lead to the suspension or cancellation of participation in the Loyalty Program. Once canceled, cards cannot be reactivated. The holder of the Loyalty Card in question will also lose the right to benefit from direct discounts and any other advantages arising from participation in the Loyalty Program. The Loyalty Program Organizer reserves the right to cancel at its discretion the participation of any person who is suspected of fraud, who acts with intent to annoy, abuse, threaten or harass any person, without the obligation to prove it with evidence.

SECTION 9. PROTECTION OF PERSONAL DATA

Please read carefully the information below regarding the collection and processing (use) of your personal data by the Organizer within the Loyalty Program, so that, at the time you fill in the registration form, you already have all the information regarding the processing of your data.

The organizer will process, as an operator, the personal data that you fill in the online registration form in order to enroll in the Loyalty Program, according to your own decision (the offer is accepted by you by applying for the loyalty card and accepting these terms by filling in the registration form). Completing the registration form and clicking the REGISTER button signifies your free, specific, informed and unambiguous consent to processing of your personal data for the purposes mentioned in this Section.

The processing of your personal data is carried out in accordance with EU Regulation 2016/679 (General Data Protection Regulation or "GDPR") in order to participate in the Loyalty Program. Thus the basis of the processing is the performance of a contract to which you agree to be a party.

The purposes for which the Organizer processes your personal data related to the Loyalty Program are:

- a) issuing Loyalty Cards and exercising the rights and obligations of the Loyalty Program
 in order to allocate the benefits related to the purchase of products and / or services by
 using the Loyalty Card;
- b) to perform personalized commercial communications about our products and/or services (direct marketing), better targeted to your needs and preferences, in case you give your consent to receive personalized offers about Farmec S.A. products and/or services.

c) Solving any requests and/or complaints regarding Farmec S.A. products and/or services.

These marketing communications regarding products and/or services offered by Farmec S.A. are intended to assist you in structuring your decisions regarding the purchase of Gerovital products and/or services. You may at any time withdraw your consent to receive notifications, including opting out of profile creation, to the extent related to direct marketing communications, through the mechanism described below:

1. Notifications sent by e-mail marketing: you can withdraw your consent by clicking on the unsubscribe newsletter button accessible in each information message.

As the data subject (owner of the personal data processed by the Organizer within the Loyalty Program), you have a number of rights regarding the processing of your personal data in relation to Farmec S.A., which you can exercise by sending us your request through any of the channels:

Emailgdpr@farmec.ro

In order to manage your requests efficiently and promptly, please fill in the subject of your request as suggestive as possible (e.g. "rectification of personal data", "request right of access").

We will endeavor to respond to requests without delay and no later than 30 (thirty) calendar days (or such other reasonable time limit as permitted by the EU Regulation). In order to ensure that you are the data subject in respect of which you choose to exercise your rights, we may ask you for some data to verify your identity, or for more details about your request.

In addition, we inform you that we may correspond with you in order to fulfill our specific obligation to keep track of your requests regarding the processing of personal data by Farmec S.A.

We will not charge a fee when we respond to you, unless you excessively exercise this right. In addition, if you ask us for a written copy of this data, we will provide the first copy free of charge and may charge a reasonable fee for subsequent copies.

As a data subject, you have the following rights depending on your particular situation

- i) The right to be informed about data processing (this is one of the purposes of this Regulation);
- ii) The right of access means that you have the right to obtain confirmation from Farmec S.A. whether or not we process your data, and if so, to provide you with access to this data and information about how it is processed.
- iii) The right to rectification means that you have the right to request the rectification of your personal data if it is incorrect, including the right to complete incomplete personal data. If you have a Member account, can edit your personal data in your account.
- iv) The right to erasure means that you have the right to obtain at any time the erasure of

personal data processed by Farmec S.A., in any of the following situations: the data is no longer necessary for the fulfillment of the purposes for which it was collected or processed; you withdraw your consent and there is no other legal basis for the processing; you object to the processing; the data has been processed unlawfully; the data must be erased in order to comply with a legal obligation or the collection was done in connection with the provision of information society services.

However your data will be kept for finalizing the following situations:

- * you have an unresolved Customer Service request;
- * you have an open order that has not yet been shipped or has been partially shipped;
- * you have an unpaid debt to Farmec S.A., regardless of the payment method chosen;
- * if you have made a purchase, we will store your personal data in connection your transaction in accordance with accounting legislation.
- v) The right to restriction of processing means that you have the right to obtain restriction of processing in the following situations:
 - * if you contest the accuracy of the data, for a period that allows the Organizer to verify the accuracy of the data;
 - * if the processing is unlawful and you object to the deletion of your personal data, requesting instead the restriction of their use;
 - * if you have objected to the processing, for the period of time during which it is verified whether the legitimate rights of the Organizer prevail over your rights;
 - * if the Organizer no longer needs your personal data, but they are necessary to defend your rights in court.
- vi) The right to portability refers to the fact that you have the right to obtain your personal data in a structured, commonly used and machine-readable format and you have the right transmit these data to another controller.
- vii) Right to object means that you have the right to object to the processing of your personal data based on the legitimate interest of the Organizer. Farmec S.A. will not continue process personal data unless we can demonstrate a legitimate reason for the processing that prevails over your interests and rights or on the basis of legal proceedings.
- viii) You also have the right to lodge a complaint with the Supervisory Authority, if you consider that the processing of your personal data violates the EU Regulation 2016/679 (GDPR) and your request has not been solved by Farmec S.A.. However, we hope that you will decide to discuss it with us first, before filing any complaints with the Supervisory Authority. The security of your data is of paramount importance to Farmec and we will take all necessary steps to resolve any concerns you may have about the way Farmec processes your data in the most efficient way.

SECTION 10. RIGHTS OF MEMBERS/ CUSTOMER SUPPORT

Members can at any time check and/or modify the personal data entered online directly in the membership account created on farmec.ro

Members may request support in resolving any situation related to the loyalty program:

- by phone from Monday to Friday between 09:00 15:00 on +4 0372 406 333 (standard rate phone call; for quality control, this call may be recorded)
- by email <u>orders@gerovital.eu</u>

Further information on your rights regarding your personal data can be found in the Privacy Policy of Farmec S.A.

SECTION 11. DISPUTES

Any disputes arising between the Organizer and the participants in this Loyalty Program will be settled amicably or, if this is not possible, the disputes will be settled by the competent courts of law at the Organizer's headquarters