

— VIP CUSTOMER PROGRAM

MONAT GLOBAL CORP VIP CUSTOMER AGREEMENT

Effective August 1, 2022

MONAT Global Australia

MONAT®

MONAT GLOBAL CORP
VIP CUSTOMER AGREEMENT

By becoming a VIP Customer with MONAT Global Australia PTY LTD (ACN 643 469 818) ("MONAT Australia"), and enjoying the advantages of the VIP Customer Program, you agree to all the terms and conditions set forth below:

1. VIP Flexship Programme Requirements

By becoming a MONAT VIP Customer, and joining the VIP Flexship Programme, you agree to the following:

- a. You must pay a one-time AUD \$29.95 Enrollment Fee.
- b. Create one enrollment order and one additional Flexship order of AUD \$130 or more; and
- c. You must reside in the United States, a U.S. Territory, or any country that MONAT has officially announced is open for business.

MONAT Australia reserves the right to reject any VIP Customer application and/or terminate any VIP Customer Agreement (where acting reasonably). After becoming a VIP Customer, you may not re-sell your MONAT product purchases.

As set forth in more detail in Section 6 below, after completing your 3 Flexship Orders, you will continue to receive 15% off MONAT Australia Products as long as you do not request to have your VIP Customer account cancelled or your VIP Customer account is not cancelled by MONAT (where acting reasonably).

2. VIP Customer Programme Perks

Once an enrolment order and VIP Customer Agreement have been accepted by MONAT Australia, you will receive the following benefits of the VIP Customer Programme, as long as you are a VIP Customer*:

- 15% DISCOUNT on all MONAT products
- FREE shipping on Flexship orders of AUD \$130 or more
- Only For You product included in each qualifying Flexship order
- Flexibility to choose different products in every order
- Birthday Promo Code
- Access to Flash Sales, special offers and promotions
- Easy online ordering
- Flexible order scheduling
- Option to upgrade to become a MONAT Market Partner

*Flash Sales and Promotions do not count as qualifying Flexship orders. The products in Flash Sales and Promotions cannot be added to your regularly scheduled Flexship order.

3. "MONAT Australia VIP Flexship" Flexible Shipment Programme

By enrolling as a MONAT Australia VIP Customer via the VIP Flexship Programme you agree to the following terms:

- At the time of enrolment, you must create one Flexship order of AUD \$130 or more.
- You may push out your Flexship order up to (60) days at a time.
- You can customise each Flexship order* in your VIP Customer Account Page.
- All Flexship orders will be charged to your credit card or debit card on file with MONAT, and by joining the VIP Customer Program, you authorise MONAT to make charges to your credit card or debit card for such Flexship orders.
- You may opt out of the Flexship program at any time within your MONAT account page.
- If you are enrolled into the VIP Customer Program prior to March 2022, you will be assessed a cancellation fee if you leave the VIP Customer Program before you have purchased your three qualifying Flexship orders.

*Flash Sales and Promotions do not count as qualifying Flexship orders.

4. Changes to Flexship orders

You can change your Flexship order product selection, method of payment, shipment date, or shipping address at any time. You can edit/opt out of your Flexship order online prior to the process date, from your VIP Customer account page or by contacting MONAT Customer Care at 1800 517 427 or via email:

- AUMonatSupport@monatglobal.com

Seven days prior to the processing date of your next Flexship Order, you will receive an automated email reminder confirming your order. Changes to your Flexship order must be made at least one day prior to processing date. Flexship orders will be processed at 6:00 PM AEDT on the Flexship ship date selected. Flexship orders cannot be scheduled or changed after the 25th of the month.

If your Flexship order is scheduled for the 1st of the month, your Only For You item will auto default.

5. Cancellation of VIP Customer Account

As a VIP Customer, you have the option of cancelling your VIP Customer account at any time.

- (a) You can cancel without paying a Cancellation Fee within 30 days of receiving your Enrolment order provided you return all products in your order. You must contact MONAT Customer Care (refer to Section 4 above) before the second order has been processed to ship in order to cancel.
- (b) Once you have completed 3 or more qualified Flexship orders of AUD \$130 or more, you will be able to resign, and you will not be charged a Cancellation Fee.
- (c) You can upgrade to a MONAT Market Partner at any time in your VIP Customer account page, by contacting your sponsoring Market Partner, or contact MONAT Customer Care at 1800 517 427. You may apply the AUD \$29.95 VIP enrolment fee toward the Market Partner Starter Kit and/or Product Pack and cancel further VIP Flexship orders without penalty.

VIP Customers who enrolled after March 1, 2022 are not subject to cancellation fees of any kind.

6. Cancellation Fees

By joining MONAT's VIP Customer Program, you agree to purchase 2 qualifying Flexship orders of AUD \$130 or more after your initial Enrolment order. MONAT will assess the following cancellation fees if you do not complete the minimum lifetime requirement of 2 qualifying Flexship orders of AUD \$130 or more after your initial Enrolment order:

- AUD \$35 = Enrollment order only completed
- AUD \$25 = Enrollment order + 1 Flexship order completed

If you cancel your VIP Customer account within the first 30 days of receiving your product, your enrolment fee of AUD \$29.95 is refundable. After the first 30 days of receiving your product, your enrolment fee of AUD \$29.95 is non-refundable.

VIP Customers who enrolled after March 1, 2022 are not subject to cancellation fees of any kind.

7. Completion of MONAT Flexship Program ("VIP for Life")

If you fulfill the VIP Flexship Program requirement, by placing 3 qualified Flexship orders (1 enrollment order + 2 Flexship orders of AUD \$130 or more), you will continue to enjoy the 15% discount on all MONAT products and access to flash sales and promotions for life. You can cancel your Flexship account after completing three qualifying orders and still enjoy the 15% discount on all MONAT products, access to flash sales and promotions.

If you cancel your VIP Customer Account after completion of the MONAT Flexship Program, you will be removed from the MONAT system entirely and will have to reapply (see Section 1 above) to receive VIP Customer perks in the future.

8. Change of Sponsor

MONAT is a direct sales company that markets its products through Independent Market Partners ("Market Partner")

or “Market Partners”). As a VIP Customer, you must “sign up with” a Sponsor (Market Partner) upon joining the VIP Customer Program. If you do not have one upon sign up, one will be assigned to you. The transfer of a MONAT VIP Customer from one Sponsor to another is not permitted except when a mistake is made in choosing the correct Sponsor while completing the MONAT online applications. Errors must be reported during the initial thirty (30) day period immediately following the date that a Market Partner or VIP Customer first joins MONAT. Sponsor changes are not permitted after such initial thirty (30) day period. All Sponsor change requests must be approved not only by the Company, but also by each Sponsor affected by the requested change. In order to request a Sponsor change, a VIP Customer must complete a Sponsor Correction Request Form and email it to the Company’s Commissions Department at: SponsorCorrectionSupport@MonatGlobal.com.

9. Shipping

All orders of \$130 or more (including GST) receive free shipping while a VIP Customer is enrolled with an active Flexship. However, if you cancel your Flexship, you will not receive free shipping on product orders. Applicable shipping charges will be added to orders below this threshold as specified when you place your order.

10. 30-Day Money Back Guarantee

MONAT offers a 30-Day Money Back Guarantee (less shipping and handling charges) on all orders. If, for any reason, you are not satisfied with any MONAT product you buy, you may return the unused portion of the product to MONAT within 30 days of your receipt of the order, for a full refund of the purchase price (less shipping and handling charges). All refunds will be credited ONLY to the credit or debit card that was used to make the original purchase.

Product Returns After 30 Days

After 30 days, MONAT offers a 90% refund of the purchase price (excluding shipping and handling charges) on the return of all unopened and unused product. We will happily refund the purchase price (excluding shipping and handling charges) of returned item(s) to the original form of payment. Any returns after 90 days from when the VIP Customer receives their order, will not be accepted.

11. Return and Refund Process

Returns on items eligible for returns are accepted within 90 days of receipt. Items must be returned unopened/unused, in their original packaging. To return product for a refund, you must return the products directly to MONAT and follow the steps listed below:

1. You must first obtain a Return Authorisation Number (RMA) by contacting the MONAT Australia Customer Support team on 1800 517 427 or via email at AuMonatSupport@monatglobal.com. You will need to provide the order number and specify if requesting a full refund or partial refund.
2. Proper shipping boxes and packing materials must be used in packaging the products being returned for replacement or refunded. All returns must be shipped to MONAT Australia shipping pre-paid. MONAT Australia does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the VIP Customer returning the product. If returned product is not received by the MONAT Australia’s Distribution Centre, it is the responsibility of the VIP Customer to trace the shipment.
3. The items must be returned to MONAT Australia within 90 days from the date of receipt. Please ship all items to:

FDM – MONAT Returns
7 Eucalyptus Place,
Eastern Creek NSW 2766

The items must be unopened and unused and with packaging and labeling that has not been altered or damaged. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item may not be returned for a refund.

12. Receiving a Refund

A refund will be issued once we have received your returned items from the listed RMA process in Section 11. Any items that are damaged when we receive them are not eligible for refund. Refunds do not include any shipping or handling charges, except in the case of faulty or damaged items. Your refund will be credited to the original form of payment

used for the original transaction and will be in the amount of the product price less shipping and handling fees. Please note that credit or debit card refunds may take up to 10 business days for your bank to post to your account, depending on their processing times. This can vary greatly among credit or debit card issuers.

13. Delays

MONAT shall not be responsible for delays or failure in its performance when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, pandemic outbreaks recognised by the World Health Organization or Federal Government, curtailment of a source of supply, or government decrees or orders.

14. Governing Law

The laws in force in the State of New South Wales will govern the performance and interpretation of this Agreement and your enrolment in MONAT Australia's VIP Customer Programme. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

15. Agreement Changes

MONAT Australia reserves the right to change the prices of its products at any time with a reasonable notice of 30 Days, but MONAT Australia will not change the prices of any order for which it has charged your credit card. MONAT Australia reserves the right to amend this Agreement in its sole and absolute discretion where acting reasonably. MONAT Australia shall provide reasonable notice of the amendments to the Agreement to all VIP Customers by e-mail before the amendments take effect. Your purchase of products after the date upon which an amendment takes effect shall constitute your acceptance of the amended Agreement. Amendments shall not apply retrospectively prior to the effective date of the amendments.

16. Privacy

The information that you provide to MONAT Australia will be used to administer and manage your relationship with MONAT Australia as a VIP Customer including to process your orders and for general administration, marketing, statistical and management purposes. To do this, MONAT Australia may pass your details to its group companies, Market Partners (including your Sponsor) and third parties who perform functions on its behalf, some of whom may be located outside Australia, in particular in the USA. For full details including your privacy rights, please see our Privacy Policy at www.monatglobal.com/au/.

17. Customer Status

As a VIP Customer you do not have any rights to participate in MONAT's Australia Compensation Plan; you are not a MONAT Australia Market Partner; MONAT Australia products are supplied to you strictly on a not for resale basis and you may not market or resell the products which you buy from MONAT Australia; you may not market the MONAT Australia business opportunity or attempt to recruit others; and you may not earn any commissions or bonuses under the MONAT Australia Compensation Plan.

MONAT Australia VIP Customer Cancellation Request Form

Please complete the form below to stop your auto ship of the VIP Flexship Programme and/or to cancel your VIP Customer Account and send to MONAT Customer Support by email or post.

VIP Flexship Programme

Note: Your cancellation request must be received by MONAT a minimum of 3 business days before your Flexship auto ship date. Keep in mind that we do not process Flexships after the 25th of each calendar month.

By becoming a MONAT VIP Customer, and joining the VIP Flexship Programme, you agree to purchase (3) qualifying Flexship orders (1 Enrolment order + 2 Flexship orders) of \$130 or more. Because you are receiving VIP Customer benefits when you signed up, there is a cancellation fee if you fail to purchase those qualifying Flexship orders. If you cancel after your enrolment order, the cancellation fee is \$35. If you cancel after purchasing 2 Flexship orders (Enrolment order + 1 Flexship order), the cancellation fee is \$25. If you cancel your account after the first 30 days, the VIP Programme Enrolment Fee of \$29.95 is non-refundable. All amounts are inclusive of GST.

Email: AUMonatSupport@monatglobal.com

Today's Date: _____ Phone Number: _____

VIP Customer's Name: _____

Email Address: _____

Address: _____

Dear MONAT:

By this letter, I am providing notice that I wish to cancel my VIP Account with MONAT.

Enrolment Option - Flexship Programme Cancellation

I understand that if I have not completed my (3) qualifying Flexship orders (1 Enrolment order + 2 Flexship orders) of \$130 (including GST) or, I will be charged a cancellation fee. I understand that if I cancel after completing the enrolment order I will be charged \$35. I understand that if I cancel after completing 2 Flexship orders (enrolment order + 1 Flexship order), I will be charged \$25. I also understand that my VIP Enrolment Fee of \$29.95 is nonrefundable if my cancellation was initiated after the 30 Day Money Back Guarantee timeframe. All amounts are inclusive of GST.

Reason for Leaving

- I upgraded to a Market Partner
- I have met my 3 Flexship order commitment and would like to order on my own schedule
- Financial Burden
- I wasn't aware of the 3 Flexship order commitment
- I have too much product from my previous orders
- I am not happy with the products
- Customer Service-related issues
- Other (please specify)

Check only if enrolled with Flexship Programme

I understand that my cancellation request must be received by MONAT a minimum of 3 business days before my Flexship auto ship date.

VIP Customer's Signature:

FOR MONAT USE ONLY

Date:

Number of Flexship orders completed:

Last Flexship date:

Cancellation Fees Accessed:

Staff Signature:

Date:
