

GENERAL TERMS FOR DISTRIBUTION PARTNERS

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1. Area of applicability

- (1) The following terms and conditions are a component of every Distribution Partner agreement.
- (2) between **DCT Consulting FZCO**, (hereinafter: **company**), email support@spookyshiba.com
- (3) and the independent and self-employed contractual partner, affiliate, partner
- (4) program participant, or team
- (5) partner (hereinafter: Distribution Partner).
- (6) The company provides its services exclusively based on these General Terms for Distribution Partners.

2. Subject matter of the agreement, equipment package, and additional services

- (1) The company provides a broad range of software products and services. Within the scope of this activity, the company provides its customers with server capacities and/or proprietary, specially developed network products against payment. High-quality software products (e.g., a gaming platform), access to the services is also provided for the above-stated purposes.
- (2) Without being obligated to do so, the Distribution Partner has the option of brokering the Goods at its own discretion for the company so that the brokerage of these Goods forms the basis of the business of a Distribution Partner. The Distribution Partner will receive a corresponding commission for its activity as broker. Financial expenses, purchasing a minimum number of Goods from the company, or recruiting other distribution partners is not necessary for this activity. Only gratuitous registration is necessary. Additionally, without being obligated to do so, Distribution Partners also have the option of recruiting other distribution partners for a distribution of the Goods of the company and to receive commission on the distribution of Goods of the recruited distribution partner. The Distribution Partner expressly does not receive a commission for the mere recruitment of a new distribution partner. The commission as well as the type and manner of disbursement or other fulfillment of the commission claim is subject to the compensation plan applicable at that time.
- (3) For the Distribution Partner's commencement and execution of its activity, the company provides multiple landing pages as well as an online back office that allows the Distribution Partner a continuous, updated, and comprehensive overview of its revenue, commissions, and the customer and downline developments.

3. General prerequisites for conclusion of the agreement/KYC verification process

- (1) The conclusion of an agreement is possible with legal persons, partnerships, or natural

persons who or whose responsible persons have reached the age of 18 and are entrepreneurs pursuant to applicable law and hold a business license insofar as necessary. A conclusion of a contract with consumers is not possible.

(2) Insofar as a legal person or partnership (LP, GbR, OHG, KG etc.) submits a Distribution Partner application, the corresponding commercial register excerpt regarding registration and the sales tax ID number must be submitted, insofar as such is available for a partnership. All shareholders must be at least 18 years of age. The shareholders are each personally liable vis-à-vis the company for the conduct of the legal person.

(3) Prior to the conclusion of a Distribution Partner agreement, the company requires verification of age and identity within the scope of a “know your customer” (KYC) process. The conclusion of a Distribution Partner agreement is subject to successful verification within the scope of this know your customer process.

(4) Each Distribution Partner is authorized only to acquire one position in the compensation plan, thereby bypassing this requirement by registration as a natural person and additional registration as a legal person or partnership is prohibited. The company may, in its sole discretion, allow a Distributor to acquire additional positions.

In the compensation plan on a case-by-case basis, however, there is expressly no entitlement.

to purchase more than one position. The Reseller must submit a request to the company’s Compliance Department.

(5) The Distribution Partner is obligated to fill out the online Distribution Partner application properly and completely and to electronically transmit such to the company. The Distribution Partner with the separate “checkboxes” on the application form furthermore acknowledges these General Terms for Distribution Partners and accepts such as a component of the agreement. The company reserves the right to obtain additional information from the Distribution Partner in the individual case.

(6) During registration, the Distribution Partner must choose its email address and a password and consequently receive a confirmation including access information mailed to the email address disclosed by it. After receipt of the access information, the Distribution Partner can create a profile on the Internet platform and has access to the following offers:

Access to the dashboard

(7) Changes in the personal data of the Distribution Partner must be reported immediately to the company.

(8) The company reserves the right to reject Distribution Partner applications at its own discretion without stating a reason. Insofar as online order forms are used, they are a component of the agreement.

(9) In the event of a violation of the obligations stipulated in paragraphs (1), (2), and (4), the company without prior notice is authorized to terminate the Distribution Partner agreement without notice and possibly to demand repayment of disbursed commissions.

The company in the event of termination without notice furthermore expressly reserves the right to assert additional claims for damages.

4. Status of the Distribution Partner as entrepreneur

(1) The Distribution Partner acts as an independent and self-employed entrepreneur. The Distribution Partner is not an employee or agent or broker of the company. No sales targets, purchase, distribution, or other work obligations exist. Except for the contractual obligations, the Distribution Partner is not subject to any instructions by the company and bears the full entrepreneurial risk of its entrepreneurial activity including the obligation to bear all its commercial costs and the obligation to properly pay its employees insofar as the Distribution Partner employs such.

(2) The Distribution Partner is obligated to set up and operate its business as a prudent businessman, which also includes the operation of independent office spaces, or a workstation operated as a prudent businessman. The Distribution Partner shall ensure the provision of the technical devices necessary for the use and distribution of the Goods of the company (a computer and a smartphone).

(3) The Distribution Partner as an independent entrepreneur is responsible for compliance with the pertinent legal requirements, including tax and social law requirements (e.g., obtaining a sales tax ID number, registering employees with the social security office, as well as obtaining a business license, if required) at its own responsibility. In this regard, the Distribution Partner guarantees to properly pay tax at its domicile on all commission income generated within the scope of its activity for the company. The company reserves the right to deduct the respective sum for taxes and charges from the negotiated commission or to demand compensation for damages or compensation for expenditures arising for it based on a violation of the above-stated requirements unless the Distribution Partner is not responsible for the damage or the expense. The company does not pay social security contributions to the Distribution Partner. The Distribution Partner is not authorized to issue declarations or enter obligations on behalf of the company.

5. Voluntary contractual cancellation policy

You register with the company as an entrepreneur and not as a consumer, thus you are not entitled to a statutory cancellation right. The company nevertheless grants you the following, voluntary, contractual, two-week cancellation right.

Voluntary cancellation right

You are authorized to cancel your contractual declaration in text form (by letter or email) within two weeks without stating reasons. The deadline commences upon online transmission of the application for distribution partnership. Timely dispatch (postmark date/date of the email) of the cancellation suffices for compliance with the cancellation deadline.

Cancellation must be addressed to, email support@spookyshiba.com

Waiver of the cancellation right

The transfer/transmission/provision of Goods or other services takes place only after expiration of the cancellation period. Insofar as a transfer/transmission/provision is desired by the Distribution Partner already prior to expiration of the cancellation period, the Distribution Partner herewith expressly waives its cancellation right.

Consequences of cancellation:

In the event of a valid cancellation of the contractual declaration, the benefits received by both parties must be returned and benefits of use must be surrendered; in particular, any commission already paid must be returned. If you cannot return the received benefits to us either in full or in part or only in a deteriorated condition, then you are obligated to replace the value insofar as applicable. Obligations to reimburse payments must be satisfied within 30 days. The deadline commences for you upon dispatch of your cancellation declaration or of the object.

After exercising its cancellation right, a Distribution Partner may re-register with the company provided that the cancellation of the Distribution Partner was at least 6 months ago, and the canceled Distribution Partner has not executed any activities for the company during that time.

6. Obligations of the Distribution Partner within the scope of advertisement and general obligations

(1) The Distribution Partner is obligated to protect its personal passwords and login information against third-party access. The Distribution Partner is prohibited from infringing the rights of the company, its distribution partners, affiliated undertakings, or other third parties during its activity, from harassing third parties or otherwise violating applicable law. The Distribution Partner is not permitted to disclose wrong or misleading information regarding the company products or the distribution system of the company. Within the scope of its brokerage and advertisement activity, the Distribution Partner shall issue only statements concerning the Goods of the company product range as well as the company's distribution system, the content of which corresponds to the requirements in the company's advertisement information material.

Furthermore, dispatching unsolicited emails, advertising faxes or advertising text messages (spam) are also prohibited. The abuse or execution of unlawful acts, e.g., the use of unauthorized or false advertising (e.g., misleading statements) is also prohibited. Abusive use of the company or other services of the company is also prohibited.

(2) Insofar as the Distribution Partner makes payments to the company (e.g., within the scope of the acquisition of Goods), the company shall accept such only if they are paid by the Distribution Partner itself for its own account. Payments for the Distribution Partner to the company by third parties are not possible (prohibition of third-party payments). The company may authorize third-party payments in individual cases; the Distribution Partner

is obligated to obtain permission on an exceptional basis from the company prior to initiating payment by the third party.

(3) The Distribution Partner is prohibited from violating competition law, rights of the company, its distribution partners, affiliated undertakings, or other third parties, to harass third parties, or violate other applicable law while performing its activity. Unauthorized telephone advertising and dispatch of unsolicited advertisement emails, faxes, or text messages (spam) is also prohibited.

Special advertising guidelines

a) The Distribution Partner is not authorized to disclose or suggest any information regarding its income or income opportunities with the company anywhere in any advertising media. The Distribution Partner is obligated to expressly inform potential distribution partners within the scope of recruitment meetings that only very few distribution partners can achieve higher incomes with their activity for the company.

b) Distribution and marketing activities may not feign any commissions that might be understood as a “per capita premium” or other commission in connection with the mere recruitment of a new distribution partner. Acts **giving rise to the appearance that the advertised distribution system is an unlawful distribution system, namely an illegal progressive snowball or pyramid system or other fraudulent distribution system are prohibited.**

c) Distribution and marketing acts may not address minors or people inexperienced in business and under no circumstances exploit their age, illness, or limited understanding to impel the conclusion of a contract with consumers. In case of contacts with so-called socially vulnerable or foreign speaking population groups, the Distribution Partners are obligated to consider their financial strength as well as their ability to understand and their linguistic skills. Distribution Partners must refrain from any action that could impel members of such groups to place orders that are inappropriate for their status.

d) Distribution and marketing activities that are unreasonable, illegal, or doubtful or which exert improper pressure on the chosen consumers are prohibited.

e) Distribution Partners vis-a-vis consumers will refer exclusively to recommendation.

letters, test scores, references, or other persons for business purposes only if they are officially authorized by the entity issuing the reference as well as by the company, are applicable, and not outdated.

Letters of recommendation, tests, and personal references must furthermore always be connected to the intended purpose.

f) The consumer will not be prompted to purchase Goods based on dubious or misleading promises or by promising special advantages if such advantages are tied to future, uncertain successes. Distribution Partners shall refrain from anything that could prompt the consumer to accept the submitted offer only to do a personal favor

for the offer provider, to terminate an unwanted conversation, or to enjoy an advantage that is not the subject matter of the offer, or to express their appreciation for granting such advantage.

g) A Distribution Partner is not authorized to assert that the compensation plan or the Goods of the company are approved or licensed or supported by a federal authority or are categorized as legally watertight by a law firm.

(4) The use, creation, and distribution of independent sales records, independent Internet pages, independent product brochures, advertisement videos or films or other independently created online or offline media as well as advertising media is permitted for the Distribution Partner only after prior consent by the company. The advertising of the company services through one's own or third-party Internet pages is also permitted only with the prior consent of the company. In the event that the Distribution Partner advertises the services of the company in other Internet media, e.g. social networks (e.g. Facebook, Instagram, Google+), online blogs or chat rooms, the Distribution Partner must exclusively use the official company advertisement claims. In the event of an advertisement in other Internet media, the Distribution Partner must expressly note that it is not an official advertisement or presence of the company. The Distribution Partner is furthermore not authorized to present Goods in trade fairs and exhibitions.

(5) The Goods of the company may be revocable by the Distribution Partners within the scope of applicable law face-to-face, during home parties or events, online parties, webinars, or other online presentations.

(6) The offering of Goods at auctions, public and private flea markets, exchange platforms, department stores, Internet shops, Internet markets e.g. eBay, Amazon, or similar points of sale is prohibited.

(7) The Distribution Partner is obligated to identify itself in business transactions as an INDEPENDENT company DISTRIBUTION PARTNER. Internet home pages, letterhead, business cards, vehicle lettering, advertisements, advertisement documents, and similar must always feature the words "INDEPENDENT DISTRIBUTION PARTNER". The Distribution Partner is furthermore prohibited from requesting or drawing loans for or on behalf of or in the interest of the company, to incur expenses, enter into obligations, open bank accounts, or conclude other agreements.

(8) All travel costs, expenditures, office expenses, telephone costs, or other expenses for advertising material must be borne by the Distribution Partner itself.

(9) The Distribution Partner in commercial transactions is not authorized to name trademarks of competing undertakings in a negative, derogative, or unlawful manner or to assess other companies negatively or derogatively.

(10) All presentation, advertisement, training, and video/film material etc. (including photographs) as well as software products, services, and other proprietary services of the company are copyright protected. The Distribution Partner, without express written consent of the company more than the contractually granted utilization right, is not authorized to reproduce, disseminate, make publicly accessible, or process such in full or in part.

(11) The use (or modification) of the trademarks of the company, the registered trademarks, product designations, work titles, and business designations aside from expressly provided advertisement material and other official company records is permitted exclusively upon express written consent. Registering own brands, work titles, **Internet domains**, or other protective rights containing the company label or registered trademark, product designations, work titles, or business designations of the company is furthermore prohibited. The above also applies to trademarks, business designations, or work titles to which the company holds exclusive utilization rights. The above-stated prohibition under paragraph (2) applies to identical as well as similar signs. Relabeling virtual goods of the company is also prohibited.

(12) The Distribution Partner is not permitted to respond to press inquiries regarding the company, its services, the company marketing plan, or other services. The Distribution Partner is obligated to immediately forward all press inquiries to support@spookyshiba.com email.

(13) The Distribution Partner shall report the location, time, and content of advertising events addressing the broad public to the management prior to publication of the invitation through the event planning system provided for this purpose by the company. The company may demand changes or cancellation of the event if this is in the interest of the undertaking and of the company distribution organization as well as its members.

(14) Customer inquiries or customer complaints of any kind regarding the Goods, service, or compensation system of the company must immediately be forwarded to email address support@spookyshiba.com

(15) The Distribution Partner is always prohibited from selling or otherwise distributing its own training, marketing, and/or sales documents to other distribution partners of the company.

(16) The Distribution Partner may request entry in the Yellow Pages. Such entry must however be approved by the company in writing prior to publication and must include the words "INDEPENDENT DISTRIBUTION PARTNER".

(17) The use of telephone numbers subject to a charge for marketing the activity or products of the company is not permitted.

(18) The company enables the Distribution Partner to acquire Goods for its personal needs or the needs of family members. The Distribution Partner shall under no circumstances prompt its family members, other distribution partners, or other third parties to acquire Goods exceeding personnel needs to create or feign commission claims.

(19) After termination of its old position, a Distribution Partner may re-register with the company provided that the termination and confirmation of the termination by the company for the old position of the Distribution Partner was at least 6 months ago and the terminating Distribution Partner during this time did not perform any activities for the company.

(20) The Distribution Partner may advertise and distribute services for the company or recruit new distribution partners only in states in which the company has officially launched.

(21) The Distribution Partner is obligated to immediately and truthfully inform the company of violations against the provisions of the General Terms for Distribution Partners or other violations of applicable law by other distribution partners.

8. Noncompetition clause/solicitation/sale of third-party services

(1) The Distribution Partner is prohibited from distributing Goods and/or services for other businesses, including network marketing businesses, that compete with the company.

(2) The Distribution Partner is prohibited from recruiting other company distribution partners for the distribution of other products.

(3) The Distribution Partner is prohibited from violating other distribution partners or other distribution agreements concluded by it with other businesses and the provisions of which are still in effect by concluding a Distribution Partner agreement.

(4) Insofar as the Distribution Partner is simultaneously active for other competitors, other businesses, or networks, online marketing, or other direct marketing businesses, the Distribution Partner is obligated to design the respective activity (including its respective downline) so that the activity is not connected or commingled with its activity for the other company. In particular, the Distribution Partner is not authorized to offer other goods and/or services aside from the company's Goods and/or services at the same time, at the same location, or in the immediate physical proximity, or the same Internet page, Facebook page, other social media platform, or Internet platform, unless the company has expressly consented to such, e.g., because of an official cooperation between the company and that business.

9 Confidentiality

The Distribution Partner is obligated to keep all information about the company and its structure strictly confidential. Operating secrets also include the data of customers and distribution partners as well as information regarding downline activities and the information contained therein. This obligation also survives to the end of the Distribution Partner agreement.

10 Distribution Partner protection/crossline sponsoring/bonus manipulation.

(1) The new distribution partner recruited for the first time for distribution of the products and Goods of the company by an active Distribution Partner is allocated to the structure of the active Distribution Partner pursuant to the marketing plan and the placement requirements stipulated there (Distribution Partner protection). Recruitment and placement of the new distribution partner must take place through the independent referral link,

whereby the date and time of receipt of the registration request of the new distribution partner at the company applies for allocation. Insofar as the two Distribution Partners claim to sponsor the same “new” distribution partner for themselves, the company will consider only the sponsor listed in the initial registration.

(2) The company is authorized to delete the account and all personal data including the email address of the Distribution Partner from the system if advertisement mail, circulars, or emails are returned with the remarks “moved”, “deceased”, “not accepted”, “unknown”, or similar, and the Distribution Partner does not correct the erroneous data within a deadline of 30 days. Insofar as the company incurs costs in connection with undeliverable advertising material and packages, the company is authorized to demand the repayment of the costs from the Distribution Partner unless the Distribution Partner is not responsible for the erroneous delivery.

(3) Crossline sponsoring and merely the attempt of crossline sponsoring within the company is furthermore prohibited. Crossline sponsoring means the acquisition of a person or a company that is already a distribution partner of the company in another distribution line or that held a distribution partner agreement within the last 6 months. Using the name of a spouse, relative, trade name, corporation, partnership, trust company, or other third parties to bypass this provision is also prohibited.

(4) If the Distribution Partner itself activates a second account in a crossline/sideline, the company will block this second account as of gaining knowledge of such and post the commission as unearned commission. The downline created under the second account will remain in place and will not be allocated to the initial account. The date and time of receipt of the first registration request of the Distribution Partner is decisive to determine the initial account.

(5) The Distribution Partner is prohibited from soliciting existing distribution partners for other businesses/companies or to even attempt such. Solicitation means acquisition of a person or a business that already is a distribution partner for the company, whether in one’s own or crossline structures, for another and third-party business/company. In this regard it is also prohibited to use the name of a spouse, relative, trade name, corporations, partnerships, trust companies, or other third parties to bypass this provision.

(6) Bonus manipulations are prohibited. This includes the sponsoring of distribution partners that do not in fact exercise the company business (so-called strawman), as well as open or hidden multiple registrations. In this regard it is also prohibited to use the name of a spouse, relative, member of the same household, trade name, corporation, partnership, trust company, or other third party to bypass this provision. Prompting third parties to purchase or sell Goods to gain a better position in the compensation plan or to otherwise cause a bonus manipulation is also prohibited. If the Distribution Partner nevertheless violates this provision, all commissions for all affected accounts shall be posted as unearned as of gaining knowledge of such a situation and the strawman accounts will be annulled.

(7) The Distribution Partner is not entitled to territorial protection.

11 Warning, contractual penalty, compensation for damages, liability release

(1) In the event of a first violation against the obligations of the Distribution Partner regulated in Section 7, the company will issue a written warning with a deadline of 10 days to rectify the breach of duty. The Distribution Partner is obligated to reimburse the warning costs and in particular the attorney costs incurred for the warning.

(2) Reference is expressly made to Section 16 paragraph (3), according to which the company in the event of a violation of the obligations regulated in Section 8, 9, 10 (3) and (4) as well as a particularly serious violation against the other applicable obligations under contractual regulations or statutory law listed in Section 7 is entitled to extraordinary termination without warning. Regardless of the right to immediate extraordinary termination regulated in Section 16 paragraph (3), the company in individual cases is authorized upon occurrence of one of the above-stated breaches of duty and at its own free discretion to issue a warning in terms of paragraph (1) with a reduced rectification period prior to issuing the extraordinary termination.

(3) If, after expiration of the rectification period specified in the warning, the same or principally the same violation occurs or if the original warned violation is not rectified, a contractual penalty charged at the discretion of the company and to be reviewed by the competent court shall be due immediately. Additional attorney costs are also incurred for the assertion of the contractual penalty, which the Distribution Partner is obligated to reimburse and to which reference is herewith expressly made.

(4) The Distribution Partner, regardless of the forfeited contractual penalty is furthermore liable for all damages incurred by the company on the basis of a breach of duty in terms of Section 7-9 and Section 10 paragraphs 3 and 4, unless the breach of duty is not within the scope of responsibility of the Distribution Partner.

(5) In the event of an availment by a third party due to a violation of one of the obligations stipulated in Section 7-9 and Section 10 paragraphs 3 and 4 or another violation of applicable law by the Distribution Partner, the Distribution Partner shall indemnify and hold the company upon first request by the company harmless from any liability. The Distribution Partner in this regard is in particular obligated to accept all costs, in particular attorney, court, and damage compensation costs incurred by the company in this regard.

12. Adjustment of prices

The company reserves the right to change the prices to be paid by the Distribution Partner or the commission percentage attributed to these services, the compensation plan, or user charges to the start of a new settlement period, in particular in light of changes of the market situation and/or the distribution structure, in particular the right to increase prices or adjust commissions to market circumstances. The company shall inform the Distribution Partner of the change within a reasonable period prior to the change. Price increases by more than 5% or changes of the compensation plan to the detriment of the Distribution Partners by more than 10% authorize the Distribution. Partner to object to the change. If the Distribution Partner does not object to the modified terms within one month after the

announcement of such, these changes will become a part of the agreement. Any changes known at the time of conclusion of the Distribution Partner agreement are not reportable and do not authorize the Distribution Partner to object. In the event of an objection, the company is authorized to terminate the agreement effective the time at which the modified or supplemented terms are to come into force.

13. Advertising materials, contributions, data processing

All advertisement materials that are free of charge and other contributions by the company may be revoked at any time with future effect.

14. Compensation/payment terms/commission payment terms/assignment prohibition

(1) As compensation for its activity, the Distribution Partner upon reaching the necessary qualifications will receive commission as well as other compensation which, including the respective qualification requirements, follow from the company compensation plan. All costs of the Distribution Partner for maintaining and executing its business, insofar as such are not separately contractually negotiated, are satisfied upon payment of the compensation. A commission is not incurred if: the customer or the recruited distribution partner asserts their cancellation right or voluntary right of return regarding the Goods of the company; the customer or the recruited distribution partner contests the distribution partner agreement with legal effect; the recruited distribution partner cancels its distribution partner agreement; the company terminates the distribution partner agreement with the recruited distribution partner, or the recruited distribution partner has terminated its distribution partner agreement vis-a-vis the company. Commission already disbursed is accordingly deducted from the subsequent commission statement. Insofar as such an option to offset does not exist, commission claims lapsed in this manner must be reimbursed. The right of the company to assert further claims for damages remains unaffected.

(2) The company reserves the right to request that the Distribution Partner prior to initial disbursement of commission verifies its identity, address, and business registration (e.g., submission of the business license). The verification of a business, identity, and address may, at the choice of the company, take place in the form of a copy of the business license or the identification card or passport in conjunction with a current power, gas, water, or other utility bill or other proof from the register of residents (not older than 3 months) through the specified electronic channel and must take place immediately, no later than within 2 weeks after the request. In case of legal persons or partnerships or registered merchants, the identification of the responsible person (e.g., managing director or personally liable shareholder) and—in the event of registration in the commercial register—a copy of the current commercial register excerpt (not older than 3 months) must be submitted to verify identity. Furthermore, the Distribution Partner prior to initial disbursement of the commission must disclose its banking information.

(3) Commissions and remuneration of the Distribution Partner can be disbursed only to the account bearing its name or the name of a partnership or a legal person that is in a contractual relationship with the company.

(4) The company is authorized to a retention right within the scope of the statutory requirements. The company is furthermore authorized to assert a retention right for the disbursement of commissions if not all legally required documents are available prior to first disbursement, e.g., the sales tax ID number in case of legal persons insofar as such has been requested and issued. If the retention right of commission payments is exercised by the company, it is deemed to be negotiated that the Distribution Partner is not entitled to an interest claim for the period during which commission was retained.

(5) The company is authorized to offset claims to which the company is entitled to against the Distribution Partner against the distribution partner's commission claims either in full or in part. The Distribution Partner is authorized to offset if the counterclaim is undisputed or legally ascertained.

(6) Assignments and pledges of claims of the Distribution Partner under distribution partner agreements are excluded. Encumbering the agreement with third-party rights is prohibited.

(7) The Distribution Partner shall review the issued statements in a timely manner and immediately inform the company of possible objections. All commission claims follow from the respective valid compensation plan, which the Distribution Partner may download from its back office, and which is accessible in the back office. Erroneous commissions, bonuses, or other payments must be reported to the company in writing within 60 days of the erroneous payment. After that time, the commission, bonuses, or other payments are deemed to be approved.

(8) The compensation is disbursed in consideration of the company payment terms and payment types, weekly at the Distribution Partner's express request.

15. Blocking of the Distribution Partner

(1) If the Distribution Partner within 14 days of registration does not provide all necessary verification and acknowledges the requirements for disbursement of commissions, the company is entitled to temporarily block the Distribution Partner until the legally required records are provided. The aforementioned also applies in case of unsuccessful expiration of the deadline in terms of Section 14 (2) or a violation of the regulation stipulated in Section 14 (3) until the necessary act is rectified. The duration of blocking does not authorize the Distribution Partner and does not give rise to the right to extraordinary termination and does not cause repayment of already paid services or Goods or compensation for damages unless the Distribution Partner is not responsible for the blocking.

(2) Commission claims that cannot be disbursed based on the stated reasons shall be posted as reserves within the company and shall lapse no later than within the statutory limitation periods.

(3) For each case of warning, the company is entitled to reimbursement of the costs necessary for such warning.

(4) Regardless of the reasons for blocking listed in paragraph (1), the company reserves the right to blocking for good cause. The company in particular reserves the right to block access to the Distribution Partner without notice if the Distribution Partner violates the obligations listed in Section 7-9 and Section 10 or any other applicable law or another good cause exists. Insofar as immediate grounds for termination do not exist and the company dispatches a warning pursuant to Section 11 (1) to the Distribution Partner, the block will be revoked insofar as the Distribution Partner rectifies the corresponding breach of duty upon the warning by the company within the set notice period.

16. Term and termination of the agreement and consequences of termination/right of return

(1) The Distribution Partner agreement is concluded for 12 months. The agreement extends upon payment of the Service Fee explained in Section 6 (2) automatically by another 12 months unless it is first terminated by either party in compliance with the written form with a deadline of one month before the end of the agreement. If the Distribution Partner, despite corresponding payment request by the company, does not pay the above-stated Service Fee within 30 days after the end of the respective term of the agreement, the agreement will be terminated automatically. Regardless thereof, the Distribution Partner is also authorized to properly terminate its distribution partner agreement at any time within the 12-month term of the agreement with a termination notice of one month to the end of a month.

(2) Regardless of the reason for termination in (1), the company reserves the right to terminate for a good cause. Good cause exists in case of a violation of one of the obligations regulated in Section 7 insofar as the Distribution Partner does not meet its rectification obligation in terms of Section 11 paragraph (1) in a timely manner or, after rectification of the breach of duty, the same or comparable violation occurs again later. In case of a violation of the obligations regulated in Sections 8, 9, and 10 (3) and (4) as well as in the event of a particularly serious violation of the obligations regulated in Section 7 or other applicable regulations under contractual provisions or statutory law, the company without prior notice is authorized to extraordinary termination. Extraordinary grounds for termination also exist if the Distribution Partner does not comply with the provisions of Section 14 (2) and (3) and after blocking pursuant to Section 15 (1) and a granting of a last deadline for the fulfillment of the provisions lets this deadline expire unsuccessfully. Extraordinary grounds for termination for each party furthermore exist if insolvency proceedings are opened against the other party or were rejected due to a lack of funds or the other party is otherwise insolvent or issued an affidavit regarding insolvency within the scope of compulsory enforcement. The right to extraordinary termination applies regardless of further claims.

(3) Domains containing the sign of the company, a trademark, a business designation, or a work title of the company may no longer be used after the end of the agreement and upon corresponding request must be handed over to the company against assumption of costs of transfer of the domain. The above-stated also applies to trademarks, business designations, or work titles to which the company holds an exclusive utilization right.

(4) In the event of premature termination of an agreement with a minimum term, e.g., the

agreement regarding the utilization right under Section 6 (Service Fee), a claim to reimbursement of paid expenses/remuneration does not exist except in the case of extraordinary termination of the agreement for good cause by the Distribution Partner.

(5) After proper termination of its old position, a Distribution Partner may again register with another sponsor with the company, provided that the proper termination and confirmation of the termination by the company for the old position of the Distribution Partner was at least 6 months ago and the terminating distribution partner did not perform any activity for the company during that time.

(6) Upon the end of the agreement, the Distribution Partner is not entitled to commissions, nor to sales agent indemnification claims, because the Distribution Partner is not a sales agent in terms of the commercial code.

(7) If a Distribution Partner simultaneously claims other services of the company independently from the Distribution Partner agreement, these services continue to remain in force unaffected from the end of the Distribution Partner agreement, unless the Distribution Partner upon termination also expressly requires the end of such and such termination is permissible. If the Distribution Partner after the end of the agreement continues to acquire the services of the company, the Distribution Partner will be listed as a regular customer.

(8) Terminations must always be in writing; proper termination may also be issued by email.

17. Exclusion of liability

(1) The company is liable for damages excluding damages to life and limb only insofar as such based on willful or grossly negligent conduct or culpable infringement of an essential contractual obligation of the company, its employees, or vicarious agents. This also applies to damages arising from the violation of obligations in contractual negotiations as well as the execution of tortious acts. Any further liability for compensation of damages is excluded.

(2) Except for the violation of life and limb or willful or grossly negligent conduct of the company, its employees or vicarious agents, liability is limited to damages typically foreseeable upon conclusion of the agreement and for the rest limited to the amount of average damages typical for this type of contract. This also applies to indirect damages, in particular lost profit.

(3) The company is not liable for damages of any kind arising based on data losses on computer servers, with the exception of grossly negligent or intentional misconduct of the company, its employees, or vicarious agents. Stored content of distribution partners constitutes third-party information for the company in terms of the Telemedia Act.

(4) The provisions of the Product Liability Act remain unaffected.

18. Transfer of the business operation/the sponsored structure to third parties/death

of the Distribution Partner

(1) The company is authorized to transfer its contractual position in full or in part at any time to a successor company that in an equal manner continues the transactions that are the subject matter of this agreement and fully enters existing rights and obligations. The Distributor is entitled to transfer its distribution structure to another natural or legal person to its registered life partner(s) or spouse, to first-degree family members or to third parties with the prior written consent of the company. The Distributor shall address the request for consent to the transfer of the distribution structure to the Compliance Department of the company. Without the consent of the company, the transfer of the distribution structure is not permitted.

(2) Insofar as the Distribution Partner is a registered legal person or partnership, transfer of the distribution structure is permissible only in compliance with the further requirements under this agreement.

(3) Insofar as a new registered legal person or partnership as a Distribution Partner wishes to accept a new shareholder, this is possible only insofar as the previous shareholder(s) having requested the distribution partnership also remain shareholders. If a shareholder as Distribution Partner of the registered legal person or partnership wishes to separate or transfer its shares to third parties, this act is also permissible upon corresponding written application possibly with submission of the corresponding notarized documents and in compliance with the requirements under this agreement subject to (2) of the General Terms for Distribution Partners. The company collects an administrative fee for processing the above-stated application. In case of noncompliance with this condition, the company reserves the right to terminate the agreement with the registered legal person or partnership as distribution partner.

(4) The Distributor Agreement ends at the latest upon the death of the Distributor. The sales partner contract can be inherited in compliance with the legal requirements. A new distribution partner contract must be concluded with the heir(s) within 6 months of the death, by which he/she enters the rights and obligations of the testator. If the heir or one of the heirs is already registered as a natural person with the company as a distributor, the heir is permitted to hold two positions in the distribution structure of the company because of an inheritance. In this case, the heir must inform the company immediately. The death must be documented by a death certificate. If there is a will regarding the inheritance of the distributor agreement, a notarized copy of the will must be submitted. After the six-month period has gone unused, all rights and obligations under the agreement will be transferred to the company. By way of exception, a six-month period will be extended by a reasonable length if, in individual cases, it is disproportionately short for the heir(s).

19. Separation/dissolution

If a Distribution Partner registered as a legal person or partnership closes its business internally, only one Distribution Partner position will remain after the separation, dissolution, or other termination of the above-stated company. The separating members/shareholders must internally agree on the member/shareholder to continue the distribution partnership and must inform the company of this in writing. In the event of an

internal dispute regarding the consequences of separation, divorce, dissolution, or other termination about the distribution partnership with the company, the company reserves the right to extraordinary termination insofar as such dispute results in a neglect of the obligations of the Distribution Partner, a violation of these General Terms for Distribution Partners, a violation of applicable law, or unreasonable burden on the upline or downline.

20. Inclusion of the compensation plan

(1) The compensation plan and the provisions contained therein are an express component of the Distribution Partner agreement. The Distribution Partner must always comply with these regulations pursuant to the respective valid version.

(2) Upon dispatching the online application to the company, the Distribution Partner simultaneously assures that it has acknowledged the compensation plan and accepts these documents as a contractual component.

(3) The company is authorized to modify the compensation plan at any time. The company will announce modifications with reasonable notice. The Distribution Partner is authorized to object to the modification insofar as it does not expressly accept the modification. In the event of an objection, the Distribution Partner is authorized to terminate the agreement as of the coming into force of the modification. Insofar as the Distribution Partner does not properly terminate the agreement within 4 weeks after coming into force of the modification, the Distribution Partner accepts the modification.

21. Consent to use photographic and audiovisual material

The Distribution Partner grants the company, free of charge, the right to create or perform photographic and/or audiovisual material with its image, voice recording, or statements or quotes by the Distribution Partner within the scope of its function as a distribution partner. In this regard, the Distribution Partner by signing the Distribution Partner agreement and by acknowledging these General Terms for Distribution Partners expressly consents to a publication, use, reproduction, and modification of its quotes, recordings, or records. The Distribution Partner is authorized to revoke the above-stated consent. In the event of revocation, the company will discontinue the above-stated use within one month.

22. Data protection

The company collects and uses the data voluntarily transmitted by you only within the scope of statutory provisions. Detailed provisions regarding data protection are available in our privacy policy.

24. Applicable law/jurisdiction

(1) The law of the domicile of the company to the exclusion of the UN Convention on the

International Sale of Goods, and the international private law applies. Compulsory provisions of the state in which the Distribution Partner's habitual residence is located remain unaffected.

(2) The jurisdiction and place of fulfillment is the domicile of the company insofar as such is permitted by compulsory law.

25. Closing provisions

(1) The company is authorized to modify the General Terms for Distribution Partners at any time.

(2) An invalidity or incompleteness of a clause of these general terms of use does not invalidate the agreement overall. Rather, the invalid clause is to be replaced with a clause that is valid and comes as close as possible to the economic intent of the invalid clause. The same applies to the closing of a possible gap requiring regulation.

END of File