



Frequencies for Your Life

General Contract Partner Conditions

Preamble / Ethical Rules

We welcome you to our company as a new commercial contract partner (future distribution partner) and wish you the greatest possible success in your activities as an independent distribution partner of Healy World GmbH, Potsdamer Platz 1, 10785 Berlin, Germany, represented by the managing director Babak Jafarian (hereafter: Healy World) and, most of all, great joy in distributing our goods. For the distribution of our goods and contact with other persons, we emphasize consumer friendliness and safety, integrity, fair cooperation with each other and in the entire network marketing environment and compliance with the law and common decency.

Therefore, we ask you to read the following ethical rules and our General Contract Partner Conditions carefully and make these requirements your daily guidance for performing your tasks.

Ethical Rules for Consumer Treatment

Our distribution partners advise their own distribution partners and clients with honesty and integrity and use consultations to resolve any misunderstandings about goods, business opportunities or other statements.

When in contact with our consumers personally or by telephone, our distribution partners must introduce themselves truthfully and without solicitation as a Healy World distribution partner and by name at the beginning of sales discussions. In addition, they must state the business purpose of their visit or call and explain which goods or services they are offering.

If requested by the consumer, sales discussions will be omitted, postponed or terminated politely.

Distribution partners may never be pushy. Unless expressly desired by the consumer, visits or calls must be made at appropriate times of day. The companies and their distribution partners may only call consumers for marketing purposes with their prior express consent. The caller's number must be displayed. When contacting clients, distribution partners must state all points that concern the goods offered and—if requested by the client—distribution offers.

When contacting clients, distribution partners must state all points that concern the goods offered and—if requested by the client—distribution offers.

Information about goods must be extensive and truthful. Distribution partners may not make misleading statements or promises about goods.

Distribution partners may not make claims about goods or their prices or about contract conditions that have not been approved by Healy World.

Towards consumers, distribution partners may only refer to letters of recommendation, test results or other persons authorized by the party referred to or by Healy World. References must be accurate and not outdated. Letters of recommendation, tests and personal references must also be related to the intended purpose.



Consumers may not be induced to purchase products through dubious and/or misleading promises or assurances of special benefits tied to uncertain future successes. Distribution partners must refrain from having consumers accept offers merely as personal favors, to end unwanted discussions or to obtain or show gratitude for benefits that are not part of the offer.

Distribution partners may not discuss their remuneration or the potential remuneration of other distribution partners. Likewise, distribution partners may not guarantee, promise or otherwise create expectations of remuneration.

Distribution partners must be considerate of persons with little business experience and may not take advantage of age, illness or other limited comprehension to conclude a contract.

When contacting so-called socially deprived or foreign language groups, distribution partners must be considerate of their financial, comprehension and linguistic abilities and may especially not prompt such groups to place orders unsuited to their means.

Ethical Rules for Distribution Partner Treatment

Distribution partners must always treat each other fairly and respectfully. This also applies to the treatment of distribution partners of competitors or of other network marketing companies.

New distribution partners must be instructed about their rights and obligations truthfully. Statements about possible revenue or earnings opportunities must be omitted.

Oral assurances about Healy World goods or services may not be made.

Distribution partners may not solicit distribution partners of other companies. Furthermore, distribution partners may not induce other distribution partners to change Healy World sponsors.

Ethical Rules for the Treatment of Other Companies

Healy World distribution partners must always treat competitors or other network marketing companies fairly and honestly.

Systematic solicitation of other companies' distribution partners is not permitted.

Degrading or misleading statements about or unfair comparisons of goods or distribution systems of other companies are prohibited.

Having explained our company's ethical rules, we will now introduce Healy World's General Contract Partner Conditions.

Section 1 Applicability

(1) The following General Contract Partner Conditions are part of every distribution partner agreement between Healy World GmbH, Potsdamer Platz 1, 10785 Berlin, Germany, represented by the managing director Babak Jafarian, email address: office@healy.de (hereafter: Healy World) and the independent distribution partner and form the basis for a collaborative, fair and successful business relationship.

(2) Healy World performs its services exclusively on the basis of these Conditions.



Section 2 Contract Object

- (1) Healy World is a company that distributes high-quality health products, such as the Healy System (hereafter: goods), through a distribution partner network. The distribution partner must distribute these goods for Healy World to form the basis of the distribution partner's business. These activities do not require financial expenditures from the distribution partner. This merely requires a free registration. The distribution partner will receive an appropriate commission for their activities.
- (2) In addition, the distribution partner may, but is not required to, recruit other distribution partners. For this, the recruiting distribution partner will receive an appropriate commission for the recruited distribution partner's product revenue after achieving the necessary qualifications. However, no commission will be provided solely for recruitment. Commissions and the type of disbursement follow the respectively applicable remuneration plan.
- (3) Following successful registration, in addition to training and personalized marketing tools, Healy World will provide an online back office and a landing page, including usage rights in the sense of the Section 6(1), that will offer an up-to-date overview of the distribution partner's revenue, commission claims, invoices and distribution partner and downline developments.

Section 3 General Contract Conclusion Requirements

- (1) Contracts may be concluded with corporations, partnerships or natural persons who have completed their 18th year of life and are entrepreneurs who possess a trading license (if necessary). Contracts may not be concluded by consumers. Only one distribution partner application will be accepted per natural person, partnership (e.g., civil law partnership, general partnership or limited partnership) and legal person (e.g., joint-stock company, limited liability company or entrepreneurial company).
- (2) Distribution partner applications must include the applicant's tax identification number or VAT identification number.
- (3) Any order or application forms used will be considered part of the contract.
- (4) The distribution partner may register as a distribution partner online at Healy World. When registering, the distribution partner accepts, acknowledges and agrees that these General Contract Partner Conditions will be part of the contract.
- (5) Healy World reserves the right to reject distribution partner applications at its own discretion without explanation.
- (6) Violations of Subsections (1) and (2) allow Healy World to terminate the distribution partner contract without notice. In addition, in case of termination without notice, Healy World expressly reserves the right to exercise further damage claims.

Section 4 Distribution Partner's Entrepreneurial Status

- (1) The distribution partner will act as an independent entrepreneur and is neither an employee or sales representative, franchisee or broker of Healy World. There are no revenue, purchase or other activity requirements. Except for the contractual obligations, the distribution partner will not be subject to directives by Healy World and will bear the full entrepreneurial risk of their business actions, including the obligation to bear all of their business costs. The distribution partner must set up and operate their establishment, if necessary, including their offices or workplace, in the sense of a prudent businessperson.
- (2) As an independent entrepreneur, the distribution partner is responsible for compliance with all applicable legal regulations, including requirements under tax and social law (e.g., obtaining a VAT ID number, social security for their employees or, if necessary, a trading license). The distribution partner is responsible for taxa-

tion at their registered office for all commissions they receive for their Healy World activities. Healy World reserves the right to use the agreed commission to deduct the respective amounts for taxes and duties or to obtain compensation or damages Healy World incurs through violations of the above-stated requirements, unless the distribution partner is not responsible for the damages or expenses. Healy World will not pay social security contributions for the distribution partner.

Section 5 Voluntary Contractual Withdrawal

You register at Healy World as an entrepreneur, not as a consumer. Therefore, you will not be entitled to legal withdrawal rights. However, Healy World grants you the following voluntary 14-day contractual withdrawal rights.

Voluntary Withdrawal Rights

You may withdraw your contract declaration in text form (letter or email) to the email address in Section 1 within 14 days without stating reasons. This period commences upon the submission of the distribution partner application. The deadline will be met if the withdrawal is sent in time (postmark/email date).

Consequences of Withdrawal:

Following your withdrawal, you may return to Healy World any fee-based services you received as a distribution partner in exchange for the full purchase price.

Section 6 Back Office and Landing Page Use / License and Maintenance Fees

(1) By registering with Healy World, the distribution partner will be granted the right to use the back office provided to them as well as landing page. These are simple non-transferrable usage rights for this specific back office. The distribution partner may not alter, edit or otherwise redesign or issue sublicenses for the back office.

Section 7 Distribution Partner's Obligations

- (1) The distribution partner must protect their personal passwords and login information against third-party access.
- (2) Through their activities, the distribution partner may not violate competition law or the rights of Healy World, its distribution partners, affiliated companies or of other third parties or harass third parties or otherwise break applicable laws. The prohibition against non-permitted telephone marketing and sending unwanted marketing emails, faxes or text messages (SPAM) especially applies.
- (3) Special Marketing Guidelines
 - (a) Marketing material of the distribution partner may not include information about their remuneration from Healy World. During initial discussions, potential distribution partners must be expressly informed that regular and intensive work is required for a high income.
 - (b) Distribution and marketing actions may not pretend to offer commissions for merely recruiting new distribution partners ("bounty hunter premiums") and may not create the impression that the advertised distribution system is unlawful, i.e., an illegal pyramid scheme or another type of scam distribution system.
 - (c) Distribution and marketing actions may not target minors or persons without business experience and may not take advantage of age, illness or other limited comprehension to conclude a contract. When contacting so-called socially deprived or foreign language groups, distribution partners must be considerate of their financial, comprehension and linguistic abilities and may especially not prompt such groups to place orders unsuited to their means.
 - (d) Inappropriate, illegal or uncertain distribution or marketing actions that exert unwarranted pressure on



consumers are prohibited.

- (e) Towards consumers, distribution partners may only refer to letters of recommendation, test results or other persons authorized by the party referred to or by Healy World. References must be accurate and not outdated. Letters of recommendation, tests and personal references must also be related to the intended purposes.
 - (f) Consumers may not be induced to purchase products through dubious and/or misleading promises or assurances of special benefits tied to uncertain future successes. Distribution partners must refrain from having consumers accept offers merely as personal favors or to end unwanted discussions or to obtain or show gratitude for benefits that are not part of the offer.
- (4) Healy World will provide legally reviewed marketing and distribution documents for every new market (country). Changes to the landing page provided to the distribution partner require Healy World's prior express written consent. If the distribution partner offers Healy World goods on other Internet media, e.g., social networks (e.g., Facebook or Instagram), online blogs or chat rooms (e.g., WhatsApp or Snapchat), the distribution partner may only use official Healy World advertising statements and may not include information about their earnings or income opportunities at Healy World or advertise for employment opportunities at Healy World.
 - (5) The distribution partner may, to the legally permissible extent, present and revocably sell Healy World goods through private discussions, at "home parties," online events and/or online conferences of the distribution partner. Furthermore, Healy World goods may be distributed directly. However, Healy World goods may not be offered through other points of sale, especially Internet platforms, such as eBay or Amazon, on TV shows, via telemarketing, teletext marketing or comparable sales channels.
 - (6) The distribution partner may not sell or otherwise distribute their own marketing and/or sales documents to other Healy World distribution partners.
 - (7) Furthermore, the distribution partner may only present goods at fairs or trade exhibitions with Healy World's written consent.
 - (8) The distribution partner may not create the impression of acting on behalf or in the name of Healy World during business transactions. The distribution partner must present themselves as an "independent Healy World distribution partner." Internet websites, letterheads, business cards, car graphics and advertisements, etc., must include the notice "independent Healy World distribution partner" and may not feature Healy World's mark and/or the marks, work titles, business relationships or other marks of Healy World or of its affiliates without their prior express written consent. Furthermore, the distribution partner may not request or take out loans, create expenditures, enter into commitments, open bank accounts, conclude other agreements or issue other binding declarations of intent in the name of Healy World for or in the interest or name of their company. The distribution partner is not granted debt collection authority or power of attorney to represent Healy World towards third parties. Nor must the distribution partner settle liabilities from brokered transactions.
 - (9) The distribution partner may not refer to brands of competitors negatively, disparagingly or otherwise unlawfully or evaluate other companies negatively or disparagingly or use negative, disparaging or otherwise unlawful evaluations to solicit distribution partners of other companies.
 - (10) Any brands, work titles, business relationships or presentation, marketing, training or film material or other identifiers (including photographs) of Healy World are protected by copyright.
 - (11) Internet domain registration requires Healy World's express prior written consent. Healy World may have Internet domains that use Healy World's name and/or brands, work titles or business relationships or other identifiers of Healy World or of its affiliates and whose use Healy World did not authorize deleted and/or transferred to Healy World. Healy World will bear any domain transfer costs. Furthermore, registration of own brands, work titles or other property rights that include Healy World brands, product descriptions, work titles or business relationships that may be registered in another country/region or otherwise protected brands, product descriptions, work titles or business relationships of Healy World or of its affiliates is prohibited. This prohibition also applies to identical and similar signs or goods.



- (12) After resigning from a previous position, distribution partners may re-register at Healy World. However, 6 months must have passed since the resignation and confirmation by Healy World of the old position's termination for this to occur.
- (13) The distribution partner may not answer questions from the media about Healy World, Healy World goods, the Healy World remuneration plan or other Healy World services. The distribution partner must forward any media questions to Healy World without delay.
- (14) The distribution partner must—as far as possible—ensure that client data obtained through the distribution services will only be used for the distribution partner's activities for Healy World and will not be transferred to and/or used by third parties or for third-party services.
- (15) The distribution partner may only advertise for and distribute Healy World services or recruit new distribution partners in states officially opened by Healy World.
- (16) Healy World will allow the distribution partner to acquire goods for personal needs or the needs of family members. Under no circumstances may the distribution partner or members of their family induce other distribution partners or third parties to acquire goods in excess of their own needs to establish commission claims or pretend to be doing family members a "favor."
- (17) Use of fee-based telephone numbers to market Healy World products or services is prohibited.
- (18) The distribution partner must notify Healy World truthfully and without delay about any violations of these General Contract Partner Conditions or of other applicable laws by other distribution partners.
- (19) The distribution partner must participate in an online medical product consultant course and confirm their successful completion through a test. Without passing this test, the distribution partner may not provide consultation to specialist groups. Healy World will provide this course and the test to the distribution partner.

Section 8 Prohibition Against Competition / Solicitation / Sale of External Services

- (1) The distribution partner may distribute goods and/or services for other companies, including network marketing companies, who are not competitors.
- (2) Irrespective of the permission in Subsection 1, the distribution partner may not distribute products or services of other companies to other Healy World distribution partners.
- (3) If the distribution partner serves several companies or network marketing companies at the same time, the distribution partner must structure their activities (including downline) to prevent overlaps or connections with their activities for other companies.
- (4) Furthermore, the distribution partner may not solicit other Healy World distribution partners to distribute other products.
- (5) In addition, the distribution partner may not conclude distribution partner contracts to violate other distribution partner or other distribution agreements they concluded with other companies and whose clauses are yet to enter into effect.

Section 9 Confidentiality

The distribution partner must maintain absolute confidentiality over Healy World's trade and industrial secrets and structure. Trade and industrial secrets especially include the information on downline activities and the downline genealogy and the information contained therein and the data of distribution and contract partners and clients and the information on the business relationships of Healy World and its affiliates and other providers and suppliers. This obligation will continue to apply even after the distribution partner contract ends.

Section 10 Distribution Partner Protection / No Territorial Protection

- (1) Active distribution partners who first recruit new distribution partners to distribute Healy World products will have the new distribution partners assigned to their structure according to the remuneration plan and its placement specification (distribution partner protection) for which the time and date of receipt of the new distribution partner's application by Healy World will apply to the assignment. The "set position" of a directly or indirectly sponsored partner cannot be changed by the distribution partner.
- (2) Healy World may delete any personal data, including a sponsored distribution partner's email address, from its system if advertisements, letters or emails that include the remarks "unknown address," "deceased," "not accepted," "unknown," etc., are returned to Healy World and the newly recruited distribution partner or sponsor does not correct the newly recruited distribution partner's erroneous data within 14 days. Healy World may obtain reimbursement for any costs it incurs due to undeliverable goods or packages, unless the incorrect delivery was made without fault.
- (3) Furthermore, crossline sponsoring and its attempt at one's company are prohibited. Crossline sponsoring means acquiring a natural or legal person or partnership that is already a Healy World distribution partner in another distribution line or who had a distribution partner contract within the last 6 months. Use of the name of one's spouse, relative, trade name, corporations, partnerships, trusts or other third parties to circumvent this regulation is prohibited.
- (4) Bonus manipulation is prohibited. This especially includes sponsoring distribution partners who do not perform Healy World transactions (so-called strawmen) and open or concealed multiple registrations if prohibited. Use of the name of one's spouse, relative, trade name, corporations, partnerships, trusts or other third parties to circumvent this regulation is prohibited. Prompting third parties to sell or purchase goods to improve one's remuneration plan position, manipulate the group bonus or otherwise manipulate the bonus is prohibited.
- (5) The distribution partner is not entitled to territorial protection.

Section 11 Warnings, Contractual Penalty, Damages, Liability Release

- (1) The first violation of the distribution partner's obligations in Section 7 will result in a written warning by Healy World with a 10-day period to rectify the violation. The distribution partner must bear the warning costs, especially any attorney fees.
- (2) Section 16(2) is expressly referred to according to which Healy World may terminate the contract extraordinarily without notice in case of a violation of Sections 8, 9, 10(3) or (4), 18(3) or 19 as well as for a violation of Section 7 or other applicable contractual or legal regulations, but may also take the measures under Section 11(1) in case of a first-time violation. Irrespective of the right to extraordinary termination without notice under Section 16(2), Healy World has the right to, at its discretion, issue a warning in the sense of Subsection (1) with a shortened cure period in case of an above-stated violation before exercising its extraordinary termination rights.
- (3) If the same or essentially the same violation occurs again after the cure period expires or if the original violation is not rectified, a contractual penalty, at Healy World's discretion and to be reviewed by a competent court in case of dispute, will be enforced. Exercise of the contractual penalty will result in additional attorney fees to be borne by the distribution partner.
- (4) Irrespective of any contractual penalty exercised, the distribution partner will be liable for any damages suffered by Healy World through the distribution partner's breach of duty, unless the distribution partner is not responsible for the breach of duty.
- (5) If third parties exercise claims due to violations of contractual obligations or other applicable laws by the distribution partner, the distribution partner must hold Healy World harmless from liability on first request. The distribution partner must especially bear any costs, particularly attorney and court fees, and claims for damages incurred by Healy World.

Section 12 Price and Commission Adjustments

Healy World reserves the right to adjust any prices to be paid by the distribution partner or commission shares assigned to services, the remuneration plan or usage fees at the beginning of a new quarter, especially due to changes to the market situation and/or licensing structure. Healy World will announce the adjustments to the distribution partner in advance within an appropriate period. Price increases by more than 5% or changes to the remuneration plan at the distribution partner's expense allow the distribution partner to object to the adjustments. If the distribution partner does not object within one month of announcement, the adjustments will become part of the contract. Adjustments known at the time of conclusion of the distribution partner contract do not have to be announced and do not establish rights of the distribution partner to object. In case of objection, Healy World may terminate the contract extraordinarily at the point at which the adjusted or added terms and conditions enter into effect.

Section 13 Marketing Material, Contributions

Any free marketing materials and other contributions by Healy World may be withdrawn for the future at any time.

Section 14 Remuneration, Commissions and Invoicing

- (1) As remuneration for successful brokerage and activities and achieving the required qualifications, the distribution partner will receive commissions and other payments which, including the qualification requirements, will be based on the Healy World remuneration plan. Any commission claims are based on the respectively valid remuneration plan which the distribution partner may call up in their back office and which may be viewed at the back office. Unless agreed to otherwise contractually, any costs of the distribution partner for the maintenance and performance of their business will be settled through the payment of this remuneration.
- (2) Successful brokerage in the sense of Subsection (1) of this Contract is only achieved if the contractual relationship between the client and Healy World is established and the client does not withdraw their application for the conclusion of a contract, especially under the distance or doorstep selling regulations. Furthermore, remuneration claims will only be established after the client's payment is fully credited to Healy World's account and all other payment requirements are fulfilled. This does not include internal financing or installment payments for which commissions are paid for the buyer's payments once per quarter.
- (3) Commission claims will especially not be established if
 - a.) The client exercises their withdrawal rights,
 - b.) The client contests the contract in a legally valid manner,
 - c.) The client's order is established unlawfully,
 - d.) The client's credit assessment is negative and no contract is concluded,
 - e.) Healy World refuses to accept the contract,
 - f.) Inaccurate or incomplete client orders are submitted.

Commission claims will also not be granted in case of fraudulent brokerage through either deceptive or abusive measures of the client, the distribution partner or their vicarious agents.

- (4) Healy World reserves the right to request proof of identity and trade registration (e.g., trading licensing) from the distribution partner before paying the first commission. At Healy World's discretion, proof of identity may be provided in the form of a copy of the distribution partner's personal ID or passport in connection with a recent electricity, gas, water or other consumption invoice (no older than one month) within 2 weeks of the request. For legal persons, partnerships or registered merchants, proof of identification must be submitted for the person in charge (e.g., managing director or personally liable shareholder) and—if registered in the commercial register—a copy of the commercial register excerpt (no older than one month).



- (5) The distribution partner will first be registered at Healy World as an owner-operator. The distribution partner must notify Healy World immediately if they opt for VAT for their commercial activities or exceed the small business threshold and must then submit their tax number and confirmation by their tax office. Once the distribution partner's regular monthly commission claims exceed €1,400.00, Healy World will no longer consider the distribution partner an owner-operator and will ask the distribution partner to submit their VAT ID number within 14 days or, if the distribution partner does not have a VAT ID number, their application for a VAT ID number by the same deadline. Healy World will only pay the commission after it receives the VAT ID number and exercise its right of retention by then. The blocking option under Section 15(1) of these General Contract Partner Conditions is expressly noted.
- (6) The distribution partner's commissions will be credited to them on request and, unless another account is expressly accepted by Healy World in writing, may only be paid to accounts managed in the name of the distribution partner or their partnership or of a legal person who is in a contractual relationship with Healy World. Payments cannot be made to external accounts or bank connections outside of the state in which the partner is registered.
- (7) The contract partners agree that no claims to commissions greater than those granted by this contract may be established or exercised. Any of the contract partner's claims, especially travel costs, expenses, office expenses, telephone costs or other expenses for marketing material or costs related to contract performance, will be settled through the commission. Furthermore, payment of the commission in (1) will settle any of the distribution partner's services, especially for the creation and maintenance of the distribution partner position, client base and resulting future market potential, in the sense of advance payments so that no severance and/or compensation will have to be provided for whatever legal reason in case this contract is terminated by either for any reason. Section 16(5) must expressly be noted.
- (8) Healy World may exercise rights of retention within what is legally permissible. Furthermore, Healy World may exercise rights of retention for commission payments if not all contractually or legally required documents have been submitted prior to the first payment, e.g., the VAT ID number for legal persons, if requested and issued. If Healy World exercises rights of retention for commission payments, the distribution partner will not be entitled to any interest claims for the commission retention period.
- (9) Healy World may use the distribution partner's commission claims to fully or partially offset Healy World's claims against the distribution partner. The distribution partner may only offset claims if their counterclaims are uncontested or have been legally established.
- (10) Assignments or pledges of the distribution partner's claims from distribution partner contracts are excluded, unless required otherwise by law. Distribution partner contracts may not be encumbered with third-party rights, unless required otherwise by law.
- (11) The distribution partner must review invoices upon receipt and must raise any objections to Healy World without delay. Any commission claims will be based on the respectively valid remuneration plan which the distribution partner may call up in their back office and which may be viewed at the back office. Incorrect commissions, bonuses or other payments must be reported to Healy World in writing within 60 days of the incorrect payment. After this deadline, the commissions, bonuses and other payments will be considered approved.
- (12) Commissions will be paid at the distribution partner's request in consideration of Healy World payment modalities and payment methods. Healy World reserves the right to only transfer commissions with a minimum amount of €50.00. If this minimum amount is not reached, commission claims will be maintained on a business account managed by Healy World for the distribution partner and paid to the distribution partner in the following month after reaching the minimum amount.

Section 15 Distribution Partner Blocking

- (1) If the distribution partner does not submit the required proof (e.g., proof of identity or trading license) within 30 days of registering and/or acknowledgement of the payment or advance commission requirements, Healy World may temporarily block the distribution partner on the Healy World System until submission of the required documents. This also applies if a deadline passes unsuccessfully in the sense of Section 14(3). Blocking periods do not allow the distribution partner to terminate the agreement extraordinarily and do not establish refund claims for starter sets already paid for or other damage claims, unless the distribution partner is not responsible for the blocking.
- (2) Healy World may obtain reimbursement for any costs incurred through warnings for non-submitted documents in the sense of Subsection (1) following blocking.
- (3) Healy World will register any payments or advance commissions not provided due to the stated reasons as non-interest-bearing provisions that will expire, at the latest, according to the legal limitation period.
- (4) Irrespective of the blocking reasons in Subsection (1), Healy World reserves blocking rights for a compelling reason. Healy World especially reserves the right to block the distribution partner's access without notice if the distribution partner violates the obligations under Sections 7, 9 and 10(3 & 4) or any applicable law or in case of a compelling reason for which the distribution partner fails to rectify the violation by the deadline stated in Section 5 following a warning by Healy World or if the violation justifies extraordinary termination.

Section 16 Contract Duration, Termination

- (1) The distribution partner contract will be concluded for a duration of 12 months and will be automatically extended by another 12 months, unless it is terminated ordinarily by the distribution partner with a 30-day notice period during the contract's duration.
- (2) Irrespective of the reason for termination under Subsection (1), both parties have the right to terminate the distribution partner contract extraordinarily for a compelling reason. Violations of Section 7 or failure by the distribution partner to provide rectification in the sense of Section 11(1) in time or committing the same or similar violations following rectification will represent a compelling reason for termination by Healy World. Violations of Section 14(3) will also justify extraordinary termination if the distribution partner fails to submit the required proof by the next deadline. Violations of Sections 8, 9, 10(3 & 4), 18(3) or 19 and severe violations of Section 7 or contractual or legal rights allow Healy World to terminate the contract extraordinarily without notice. Furthermore, both parties may terminate the contract extraordinarily if insolvency proceedings are opened for the other party or if such proceedings are rejected due to a lack of funds or if the other party is otherwise insolvent or issues a sworn statement about its insolvency as part of the foreclosure. Extraordinary termination rights will remain in place irrespective of any further claims.
- (3) Following contract termination, a new contract may only be concluded after at least 6 months, unless agreed otherwise in writing.
- (4) The distribution partner will no longer be entitled to commissions after the contract ends. However, this does not apply to agreements successfully brokered by this time. Claims to these commissions will remain unaffected. Furthermore, following contract termination, the distribution partner will not be entitled to commercial agent compensation claims, since, under Section 4(1) the distribution partner is not a commercial agent in the sense of the German Commercial Code [Handelsgesetzbuch, HGB].
- (5) Terminations will only be accepted in written form, though ordinary terminations may also be submitted by email.
- (6) If a distribution partner claims services from Healy World independent of the distribution partner contract, these services will remain unaffected by the termination of the distribution partner contract, unless the distribution partner expressly requests their cancellation with the termination. If the distribution partner continues to receive services from Healy World after contract termination, the distribution partner will be registered as a normal client.

Section 17 Distribution Partner's Data Protection Obligations

The distribution partner may not save, use or transfer personal or client-specific data of clients to third parties beyond their contractual rights and/or specifications.

Section 18 Business / Sponsored Structure Transfers to Third Parties / Distribution Partner's Death

- (1) Healy World may transfer its business fully or partially or individual assets to third parties at any time if the buyer complies with the applicable laws.
- (2) If the distribution partner is registered as a legal person or partnership, distribution structure transfers require compliance with the further requirements of this contract.
- (3) The distribution partner contract will end, at the latest, following the distribution partner's death. The distribution partner contract may only be inherited in compliance with the applicable legal regulations. A new distribution partner contract through which the heirs inherit the testator's rights and obligations must be concluded with the heirs within 6 months of the distribution partner's death. If the heir or one of the heirs is already registered as a Healy World distribution partner as a natural person, the heir must relinquish their previous position in Healy World's distribution structure or, if Section 18(4) applies, one of the two future distribution structures must be transferred to a third party in accordance with Section 18(4), since only one marketing plan position may be granted per person. The distribution partner's death must be proven through a certificate of death. In the case of a will regarding the inheritance of the distribution partner contract, a notarized copy of the will must be submitted. If no action is taken during the 6-month period, all rights and obligations under the contract will be transferred to Healy World. The 6-month period may be extended appropriately if it is unreasonably short for the heir/s.

Section 19 Separation / Dissolution

If a distribution partner registered as a married couple/civil union, legal person or partnership ends their business operations internally, only one distribution partner position will remain after the separation, dissolution or other termination of one of the above-stated enterprises. Separating members/shareholders must decide internally through which member/shareholder the contractual partnership will be continued and report this to Healy World through a written notice notarized and signed by both parties or through submission of a corresponding court decision. In case of an internal dispute about the separation, divorce, dissolution or other termination concerning the contractual Healy World partnership, Healy World reserves the right to extraordinary termination if such disputes result in neglect of the distribution partner's obligations or violations of these General Contract Partner Conditions or applicable law or in unreasonable downline or upline burdens.

Section 20 Consent to Use of Audio-Visual Material, Use of Records of Materials and Presentations

- (1) The distribution partner grants Healy World the right to record or have photographic and/or audio-visual material including their image, voice or statements or quotes as part of their function as a distribution partner recorded free of charge. By signing the distribution partner application and acknowledging these General Contract Partner Conditions, the distribution partner expressly consents to the publication, usage, reproduction and alteration of their quotations, recordings or records.
- (2) The distribution partner may not create audio, visual or other recordings of events sponsored by Healy World or of telephone conferences, speeches or meetings for sales purposes or personal or commercial use. Furthermore, the distribution partner may not record, produce or compile audio or video presentations or recordings of Healy World events, speeches, telephone conferences or meetings without Healy World's prior written permission.

Section 21 Data Protection

- (1) Healy World's Privacy Policy is provided hereafter.
- (2) You may visit our website anonymously. However, your Internet browser will transmit the following data to our web server whenever you access our website: time and date of access, IP address sender, requested resources, the http method and the http user agent header. Our web server will save this data separately from other data to prevent this data from being attributed to a specific person. Following an anonymous assessment for statistical purposes, this data will be erased.
- (3) Healy World uses cookies to assign inquiries and requests to the respective interested party. Cookies enable Healy World to measure page access frequency and general navigation. Cookies are small text files saved onto your computer system. Please note that our server may save some of these cookies onto your computer system, usually so-called "session cookies." "Session cookies" will automatically be erased from your hard disk when your browser session ends. Other cookies will remain on your computer system and allow us to recognize your computer system during your next visit (so-called persistent cookies). You may reject cookies at any time if permitted by your browser. However, please note that setting your browser to disable cookies (from our website) may limit the functionality of certain functions of this website.
- (4) Healy World uses Google Analytics to assign inquiries and requests to the respective interested party. Google Analytics uses so-called "cookies," text files saved onto your computer that enable us to analyze your use of our website. The information generated by the cookie on your use of our website (including your IP address) will be transferred to a Google server in the USA where it will be saved. Google will use this information to assess your use of this website, compile reports about website activity for the website operators and perform additional services related to use of the website and the Internet. Google may also transfer this information to third parties if required by law or if the third parties process this data on Google's behalf. Google will not merge your IP address with other Google data. You may prevent the installation of cookies through your browser settings. However, please note that this may prevent you from fully using every function of this website. By using this website, you consent to Google's processing of the data collected about you in the described manner and for the purposes stated.
- (5) Healy World uses so-called social plugins ("plugins") of the social network Facebook operated by Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA ("Facebook"). Such plugins include Facebook's logo or the addition "Facebook Social Plugin." For an overview of Facebook's plugins, please see: <http://developers.facebook.com/plugins>. When opening a page of our website that features such a plugin, your browser will establish a direct connection to Facebook's servers. Facebook will transmit the contents of the plugin directly to your browser which will display it on the website.

Plugins will inform Facebook that your browser opened a respective page of our website, even if you do not have a Facebook account or are not logged in to Facebook. Your browser will transfer this information (including your IP address) directly to a Facebook server in the USA where it will be saved.

If you are logged in to Facebook, Facebook may assign your visit to our website directly to your Facebook account. By interacting with plugins, e.g., by activating the "Like" button or submitting comments, this information will also be transmitted directly to a Facebook server where it will be saved. In addition, this information will be published on Facebook and displayed to your Facebook friends.

Facebook may use this information for marketing, market research or need-based design purposes of its Facebook pages. For this, Facebook will create usage, interest and relationship profiles to, e.g., assess your use of the advertisements displayed by Facebook on our website, inform other Facebook users about your activities on our website and perform other services related to Facebook use.

If you do not want Facebook to assign the data collected through our website to your Facebook account, please log out of Facebook before visiting our website.

For the purpose and scope of data collection and further processing and use of this data by Facebook and your corresponding rights and privacy settings options, please see Facebook's Data Policy: <http://www.facebook.com/policy.php>.



- (6) Google +1 interface notice: The Google +1 interface enables you to publish information worldwide. The Google +1 interface provides personalized contents from Google and our partners to you and other users. Google will save the information that you gave a +1 for contents and about the page you viewed when clicking on the +1. Your +1s may be displayed with your profile name and image on Google services, such as search results or your Google profile, or at other locations on websites and posts on the Internet. Google will record information about your +1 activities to improve its services for you and others. Use of the +1 interface requires a public Google profile that can be viewed worldwide and must at least include the name used for the profile. This name will be used for all Google services. In some cases, this name may also replace another name you used to share contents through your Google account. Your Google profile may be displayed to users who have your email address or other information through which you can be identified. Use of the collected information: in addition to the above-stated usage purposes, the information you provide will be used in compliance with Google's Privacy Policy. Google may publish summarized statistics on the +1 activities of its users or may provide such statistics to users and partners, such as publishers, advertisers or affiliated websites
- (7) Healy World's website features Twitter functions. These functions are offered by Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA. Using Twitter and the "retweet" function will link the websites you visit to your Twitter account and disclose them to other users. Data will also be transferred to Twitter thereby. Please note that, as the operator of this website, we have no knowledge of the contents of the transferred data or its use by Twitter. For more information, please see Twitter's Privacy Policy at <http://twitter.com/privacy>. You may change your Twitter privacy settings through your account settings at <http://twitter.com/account/settings>.
- (8) Personal data will only be collected if disclosed voluntarily by the distribution partner during the order or registration process. Without express consent under German data protection law, Healy World will only use transmitted personal data (e.g., one's title, name, address, email address, telephone number, fax number or bank details) for contract performance purposes.
- (9) For the purpose of contract performance, e.g., invoicing or paying commissions, product and marketing information (e.g., via newsletter), personal data concerning the distribution partner will be transferred to third parties, e.g., accountants, the disbursing bank or supplier, if necessary for fulfillment of the above-stated contractual obligations. The distribution partner's data will be erased following complete contract performance, including full payment of agreed fees. Data which must be stored for tax or commercial law purposes will be blocked following complete contract performance, unless the distribution partner expressly consents to further use of their personal data.
- (10) The distribution partner may obtain access and changes to and blocking or erasure of data concerning them at any time. For additional information about the storage of their personal data or the erasure or blocking of or changes to data concerning an interested party, the distribution partner may contact Healy World at the email address provided in Section 1 for support.
- (11) This Privacy Policy may be viewed on and retrieved from Healy World's website at any time.



Section 22 Liability Exclusion

- (1) Other than for injuries to life, limb or health, Healy World will only be liable for damages caused by intent or gross negligence or culpable violations of essential contractual obligations (e.g., commission payments) by Healy World, its employees or its vicarious agents. This also applies to damages caused through violations of obligations during contract negotiations or non-permitted actions. Further liability for damages is excluded.
- (2) Except for injuries to life, limb or health or for intent or gross negligence by Healy World, its employees or its vicarious agents, Healy World's liability is limited to typical damages foreseeable during contract conclusion and, otherwise, to the amount of average damage typical to the contract. This also applies to indirect damages, especially lost earnings.
- (3) Except in the event of gross negligence or intent by Healy World, its employees or its vicarious agents, Healy World will not be liable for damages of any kind caused by data loss on its servers.
- (4) Contents of the distribution partner saved at Healy World is considered external information by Healy World in the sense of the German Telemedia Act [Telemediengesetz, TMG].

Section 23 Remuneration Plan Inclusion

- (1) The Healy World remuneration plan and specifications contained therein are expressly also part of the distribution partner contract. The distribution partner must comply with these specifications in their respectively valid form.
- (2) By submitting an online application to Healy World, the distribution partner assures their acknowledgement of the Healy World remuneration plan and accepts it as part of the contract. New distribution partners will receive the remuneration plan from their sponsor in advance.
- (3) Healy World may adjust the Healy World remuneration plan at any time. Healy World will announce any adjustments to the remuneration plan appropriately in advance. The distribution partner has the right to object to remuneration plan adjustments. If the distribution partner objects, they may terminate the contract prior to the adjustments entering into effect. If the distribution partner does not terminate the contract within 4 weeks of the adjustments coming into effect, the distribution partner expressly accepts the adjustments.

Section 24 Limitation

- (1) Any claims under the contractual relationship will expire for both parties within 6 months, if permitted by law. This limitation period will commence upon the claim becoming due or recognizable or its establishment. Legal regulations requiring longer limitation periods remain unaffected.

Section 25 Applicable Law / Place of Jurisdiction

- (1) The law of the Federal Republic of Germany applies under exclusion of UN sales law. Regulations of the state of the distribution partner's habitual residence remain unaffected.
- (2) If the distribution partner is a merchant, a legal person under public law or a special fund under public law or has no domestic place of jurisdiction or moves their residence abroad after contract conclusion or if their place of residence is unknown when filing suit, the place of jurisdiction and the place of fulfillment will be Berlin, Germany.



Section 26 Final Provisions

- (1) Healy World may amend these General Contract Partner Conditions at any time. Healy World will announce any changes to the remuneration plan appropriately in advance. The distribution partner has the right to object to remuneration plan changes. If the distribution partner objects, they may terminate the contract prior to the changes entering into effect. If the distribution partner does not terminate the contract within 4 weeks of the changes coming into effect, the distribution partner expressly accepts the changes.
- (2) Furthermore, additions or changes to these General Contract Partner Conditions must be issued in written form. This also applies to any waiver of this written form requirement.
- (3) If these General Contract Partner Conditions are translated into another language, resulting in contradictions between the German and the translated version, the German version will have priority.
- (4) If a clause of these General Contract Partner Conditions is invalid or incomplete, this will not invalidate the contract as a whole. Instead, the invalid clause must be replaced by a valid clause that most closely approximates the purpose of the invalid clause economically. The same applies to closing regulatory gaps.

General Contract Partner Conditions Valid: 2 January 2019