

General Contractual Terms and Conditions

Preamble

We welcome you as a new commercial contractual partner [hereinafter: CENTROPIX Independent Affiliate (CIA)] and wish you the best possible success for your activity as an CIA of CENTROPIX GmbH, Münkafeld 1, AT 6800 Feldkirch, represented by its managing directors Sabrina Gleim, residing at Castellstrasse 20, FL 9485 Nendeln, (hereinafter: CENTROPIX) and above all much fun in the sale of our goods. In the distribution of our goods and the contact with other people, consumer friendliness and safety, seriousness, a fair cooperation among each other as well as in the entire environment of the social selling community, network marketing, party sales or other direct sales, as well as the preservation of the laws and morals are always the top priorities.

Therefore, we would like to ask you to read the following ethical rules, as well as our General Terms and Conditions of Contract, very thoroughly and to make them your daily guidelines for the performance of your activities.

Ethical Rules for Consumer Interactions

- Our CIAs provide honest and candid advice to their CIAs and clarify any misunderstandings regarding merchandise, the business opportunity, or other statements made during a consultation.
- In personal and telephone contact with the consumer, the CIAs introduce themselves truthfully and without being asked to do so, by name and as CIAs of CENTROPIX. They also disclose the business purpose of their visit or call at the beginning of the sales call and make it clear what goods or services will be offered.
- At the customer's or prospective customer's request, a sales talk is dispensed with, the conversation is postponed or a conversation that has begun is amicably broken off.
- CIAs never behave in an intrusive manner. In particular, visits and telephone contacts shall take place at reasonable times, unless the consumer has expressly requested otherwise. The companies or their CIAs will call a consumer for advertising purposes only with the consumer's prior express consent. The caller's telephone number must be transmitted in this case.
- While in contact with a customer, the CIA informs the consumer about all points concerning the goods offered and - at the consumer's request - the sales opportunity.
- All information on the goods must be comprehensive and true. An CIA is prohibited from making misleading statements or even promises in any form about the goods.

- A CIA is also obliged to comply with general legal principles in the field of marketing (e.g. Drug Advertising Act, Acquisition Act, ...). Thus, personal or even automated cold acquisition calls are prohibited.
- An CIA may not make any claims about goods, their prices, or contractual conditions unless these have been released by CENTROPIX.
- CIAs will only refer to letters of recommendation, test results or other persons for business purposes vis-à-vis the consumer if they are authorized by both the reference provider and CENTROPIX; these must be accurate and not outdated. Letters of recommendation, tests, and personal references must also always be related to the intended purpose.
- Consumers are not induced to buy products by dubious and/or misleading promises, nor by promises of particular benefits, if those benefits are linked to future, uncertain success. CIAs will refrain from any action that could lead the consumer to accept the offer made merely as a personal favor to the supplier, to end an unwanted conversation, or to enjoy a benefit that is not the subject of the offer or to show gratitude for the granting of such a benefit.
- An CIA must not make any disclosure with regard to their remuneration or the potential remuneration of other CIAs. Further, an CIA may not guarantee, promise, or otherwise create expectations of compensation.
- CIAs will take account of persons who are inexperienced in business and will in no way take advantage of their age, illness, or limited capacity to understand in order to induce them to conclude a contract.
- In the case of contacts with so-called socially weak or foreign-language groups, CIAs will take due account of their financial capacity and their ability to understand the language and, in particular, will refrain from doing anything that might induce members of such groups to place orders that are not appropriate to their circumstances.

Ethical Rules for CIA Interaction

- CIAs always treat each other fairly and with respect. The above also applies to dealings with competitor's CIAs or other network marketing companies, party sales companies, or other direct sales companies.
- New CIAs are truthfully informed of their rights and obligations. Information on possible sales and acquisition opportunities must be omitted.
- No verbal assurances may be given with regard to the goods and services of CENTROPIX.

- CIAs are not permitted to headhunt CIAs from other companies. Furthermore, CIAs are not allowed to induce other CIAs to change sponsors within CENTROPIX.
- At the same time, the obligations of the following General Contractual Partner Conditions must always be observed as ethical rules.

Ethical Rules for Dealing with Other Companies

- The CIA of CENTROPIX always behave fairly and honestly towards other competitors or other companies in the network marketing sector, party sales, or other direct sales.
- Systematic headhunting of CIA from other companies should be avoided.
- Disparaging, misleading, or unfair comparative statements about the goods or distribution systems of other companies are prohibited.

With these ethical rules of our company in mind, we would now like to familiarize you with the **General Terms and Conditions** of CENTROPIX.

§ 1 Scope of Application

- (1) The following General Contractual Partner Terms and Conditions are an integral part of every contractual partner agreement between CENTROPIX ..., represented by its managing directors ..., with their business address there, e-mail: compliance@CENTROPIX.eu (hereinafter: CENTROPIX) and the independent and autonomous contractual partner (hereinafter: CIA). It should form the basis of a collaborative, fair, and successful business relationship.
- (2) CENTROPIX provides its services exclusively on the basis of these Terms and Conditions.

§ 2 Contractual Object

- (1) CENTROPIX is a company that sells high-quality health and lifestyle products (hereinafter: goods) via a social selling sales concept. The CIA is to broker the goods for CENTROPIX, so that the provision of the brokerage of the goods forms the basis of the business of an CIA. For this activity, it is not necessary for the CIA to have the Starter set at the annual service fee (see § 6), that he purchases/acquires a minimum number of goods or other services from CENTROPIX or that the CIA recruits other CIA. All that is required is registration. For their activities, CIAs receive a corresponding brokerage commission per successful brokerage of goods.
- (2) In addition, there is the possibility, but not the obligation, to recruit other CIA. For this activity, the recruiting CIA receives a corresponding commission on the product sales of the recruited

CIA when the required qualification is achieved. On the other hand, no commission is explicitly paid for advertising. The commission, as well as the method of payment, is determined by the compensation plan in effect at that time.

- (3) Upon successful registration, CENTROPIX provides the CIA, in addition to training and personalized advertising tools, with an online back office together with a landing page/replicated website, including a right of use within the meaning of § 6 (1), which enables the CIA, among other things, to have a constantly up-to-date and comprehensive overview of his brokered sales, commission claims, settlements, as well as the CIA and downline developments, just as the CIA has the possibility of acquiring a starter set, without being obliged to do so.

§ 3 General Requirements for the Conclusion of the Contract

- (1) Contracts may be concluded with corporations, partnerships, or with natural persons who have reached the age of 18 and are entrepreneurs in possession of a trade certificate (e.g. trade license) (if required). It is not possible for consumers to conclude a contract. Only one CIA application is accepted per natural person, partnership (e.g. GbR, OHG, KG) and corporation (e.g. AG, GmbH, Ltd.), just as a natural person is not entitled to register several times as a partner of a partnership or corporation or otherwise indirectly.
- (2) If a corporation submits an CIA application, a copy of the relevant extract from the commercial register on the registration as well as the VAT identification number and, if not available, the tax number must be submitted. All partners and, if applicable, the partners of the partners, if a partner is also a corporation or a partnership, must be named, must be at least 18 years of age, and must sign the application. The shareholders are each personally liable to CENTROPIX for the conduct of the corporation.
- (3) In the case of partnerships, a copy of the relevant extract from the Commercial Register concerning registration and the VAT identification number must be submitted, if available. All partners and, if applicable, the partners of the partners, if a partner is also a corporation or a partnership, must be named, must be at least 18 years of age, and must sign the application. The shareholders are each personally liable to CENTROPIX for the conduct of the partnership.
- (4) Insofar as order or purchase order forms are used, these shall be deemed to be an integral part of the contract.
- (5) The CIA may register online with CENTROPIX to take up his activity as an CIA. When registering, the CIA is obliged to fill in the CIA application completely and correctly and then to send the application to CENTROPIX in the prescribed way. In addition, by actively ticking the appropriate box, the CIA accepts these General Contractual Partner Conditions as having been acknowledged and accepts them as an integral part of the contract.

- (6) CENTROPIX reserves the right to reject CIA applications at its own discretion without any justification.
- (7) In the event of a breach of the obligations regulated in paragraphs (1) to (3) and (5) sentence 2, CENTROPIX shall be entitled to terminate this contract without notice or prior warning. In addition, CENTROPIX expressly reserves the right to assert further claims for damages in this case of termination without notice.

§ 4 Status of the CIA as an Entrepreneur

- (1) The CIA shall act as an autonomous and independent contractor. In this respect, the parties agree that the CIA is initially active on a part-time basis. He is neither an employee nor a commercial agent, franchisee, or broker of CENTROPIX. There are no turnover, acceptance, or other activity requirements. With the exception of contractual obligations, the CIA is not subject to any instructions from CENTROPIX and bears the full entrepreneurial risk of their business activities, including the obligation to bear all their business costs. CIAs shall set up and operate their business - to the extent necessary - in the manner of a prudent businessman, which shall include - to the extent necessary - operating their own offices or a workplace managed in the manner of a prudent businessman.
- (2) As an independent contractor, the CIA shall be responsible for complying with the relevant statutory provisions, including the requirements of tax and social law (e.g. obtaining a VAT identification number or registering their employees with the social security authorities, as well as for obtaining a trade license, if required). In this respect, the CIA assures that he will duly pay tax at its registered office on all commission income that he earns in the course of his activities for CENTROPIX. CENTROPIX reserves the right to deduct the respective amount for taxes and duties from the agreed commission or to claim damages or reimbursement of expenses incurred by it as a result of a breach of the aforementioned requirements, unless the CIA is not responsible for the damage or expense. No social security contributions are paid by CENTROPIX for the CIA.

§ 5 Voluntary Right of Withdrawal

You are registering with CENTROPIX as an entrepreneur and not as a consumer, which means that you do not have a statutory right of withdrawal. Nevertheless, CENTROPIX grants you the following voluntary 14-day contractual right of withdrawal.

Voluntary right of withdrawal

You can revoke your contractual declaration within 14 days without giving justification in text form (by letter or e-mail) to the address or e-mail address stated in § 1. The time limit begins on the date of submission of the CIA application. The timely dispatch (date of the postmark/the e-mail) of the revocation is sufficient to comply with the revocation period.

Withdrawal Consequences:

After your revocation, you may return to CENTROPIX all unopened and resalable goods purchased as CIA and other services subject to a charge against reimbursement of the full payments made for them. The return shipment shall be made at the expense and risk of the CIA. After receipt of the returned goods and examination of the same for freedom from defects, unopenedness, and resaleability, the purchase price will be refunded at 100%.

An CIA may re-register with CENTROPIX through another sponsor after revoking his old position. The prerequisite is that the revocation of their old position must date back at least 6 months and the revoking CIA must not have performed any activities for CENTROPIX during this period.

§ 6 Activation Fee/Use of Back Office and Landing Page/Replicated Website / Service Fee

- (1) By registering, the CIA acquires a right to use the back office and landing page/replicated website made available to him in return for payment.
- (2) The right to use the back office and the landing page/replicated website made available to the CIA is a simple, non-transferable right of use related to the specific back office; CIAs shall have no right to modify, edit, or otherwise redesign the back office or the landing page/replicated website, nor shall they have any right to grant sublicenses.
- (3) For the use, as well as for the maintenance, administration, support, and upkeep of the back office and the landing page/replicated website, CENTROPIX charges an annual non-provisioned service fee, whereby the service fee for the first contractual year is already included in the Starter Set to be purchased. The CIA has the option of paying the service fee by bank transfer or by SEPA direct debit and issuing a corresponding SEPA direct debit mandate by collection from their bank account. If the direct debit is not honored due to insufficient funds in the account or due to the provision of incorrect bank details, or if the CIA objects to the direct debit even though they are not entitled to do so, the CIA shall bear the fees incurred by the respective bank as a result of the chargeback if the CIA is responsible for this. CENTROPIX reserves the right to carry out a credit check when the direct debit payment method is selected and to reject this payment method in the event of a negative credit check.

§ 7 Duties of the CIA

- (1) The CIA is obligated to protect his personal passwords and login IDs from access by third parties and must notify CENTROPIX immediately of any changes to his contractual data.
- (2) The CIA is prohibited from violating competition law in the course of their activities, from infringing the rights of CENTROPIX, its CIAs, affiliated companies or other third parties, from harassing third parties or otherwise violating applicable law. In particular, the prohibition of unauthorized telephone advertising and the sending of unsolicited and non-consented

advertising e-mails, advertising faxes, or advertising text messages (spam), as well as social media spam or other unauthorized forms of messaging shall also apply.

(3) Special advertising guidelines

- (a) In no place and on no advertising material may the CIA make any statements about his or her income or earning potential with CENTROPIX. Rather, there is always an obligation to explicitly point out to potential CIAs in the course of introductory talks that the achievement of an income is only possible through very intensive and continuous work. The CIA is obliged to provide all potential CIAs with the official "statement of earnings at CENTROPIX". Likewise, the CIA is obliged to always make these General Terms and Conditions of Contract as well as the CENTROPIX compensation plan available to potential CIAs in the respective current version.
- (b) Sales and marketing activities shall not purport to be "per capita" or other commission related to the mere solicitation of a new CIA or otherwise engage in activities that create the appearance that the advertised distribution system is an unlawful distribution system, namely an illegal progressive pyramid scheme or pyramid scheme, or otherwise a fraudulent distribution system. The impression must not be given that the purchase of goods is necessary for an CIA to act on behalf of CENTROPIX.
- (c) Sales and marketing activities shall not be directed at minors or inexperienced persons and shall, in no case, take advantage of their age, illness, or limited capacity to understand in order to induce consumers to conclude a contract. In the case of contacts with so-called socially weak or foreign-language groups, the CIA will take due account of their financial capacity and their ability to understand the language and, in particular, will refrain from doing anything that might induce members of such groups to place orders that are not appropriate to their circumstances.
- (d) There shall be no distribution or marketing activities that are inappropriate, illegal, or unsafe or that put undue pressure on the selected consumers.
- (e) CIAs will only refer to letters of recommendation, test results, references, or other persons for business purposes vis-à-vis the consumer if they are officially authorized by both the reference provider and CENTROPIX and if they are accurate and not outdated. Letters of recommendation, tests, and personal references must also always be related to the intended purpose. CIA will always obtain written "Declaration of Agreement" with a valid signature for each of their customers' testimonials before using their testimonials in customer meetings of any kind or publishing them on online channels; the document for this purpose can be found in the back office under Resources in the Support category ("Testimonial Declaration of Agreement").
- (f) Consumers are not induced to buy products by dubious and/or misleading promises, nor by promises of particular benefits, if those benefits are linked to future, uncertain success. CIAs will refrain from any action that could lead the consumer to accept the offer made

merely as a personal favor to the supplier, to end an unwanted conversation, or to enjoy a benefit that is not the subject of the offer or to show gratitude for the granting of such a benefit.

- (g) An CIA shall not represent that CENTROPIX's compensation plan or commodities are approved or authorized or endorsed by any governmental authority or determined by any law firm to be legally sound.
 - (h) Due to strict regulations regarding advertising for dietary supplements and cosmetic products, only advertising material offered directly by CENTROPIX on the CENTROPIX website, in the back office, or elsewhere is to be used. It should be recommended to any client who is currently undergoing medical treatment to check with their doctor before making any changes to their diet. No statements regarding the safety of the products, their therapeutic effect, or healing power may be made in the context of the activities and advertising, unless these have been officially approved by CENTROPIX and/or are reflected in the official advertising material of CENTROPIX. Moreover, CIAs must not suggest that CENTROPIX products can be used to treat, prevent, diagnose, or cure diseases. CENTROPIX furthermore prohibits any statement regarding the medical effect of CENTROPIX products. CIAs may not, for example, claim that CENTROPIX's goods help in the treatment of diabetes, heart disease, cancer, or other diseases. No scientific publications, literature, or testimonials may be used or published that have been written by doctors or scientists with regard to CENTROPIX goods or their ingredients. The CIAs shall avoid terms such as "health", „being healthy“, „getting healthy“, or „pain-relieving“ in the course of their contractual activities and shall use only the terms from CENTROPIX's official marketing materials.
- (4) CENTROPIX provides its CIAs with tested marketing materials. The use, production, and distribution of the CIAs' own websites (CENTROPIX provides the CIA with landing pages/replicated websites on which the sale of the goods may take place), sales documents, sales concepts, newspaper or magazine advertisements, the CIA's own product brochures, video content, television or radio commercials, audio content, the creation of an own internet presences, including professional social media business presences or other independently created marketing, sales or advertising material with reference to CENTROPIX products, business and trademarks, as well as the modification (in electronic and printed form) of the marketing, sales and advertising material and landing page/replicated website provided to CIA is only permitted after prior request by e-mail to compliance@centropix.eu and subsequent expressed written consent from CENTROPIX, which is at the sole discretion of CENTROPIX.
- (4a) It is prohibited to operate a website, internet portal, social media presence, or other online application with multiple CIAs.
 - (4b) In the event that the CIA advertises CENTROPIX's goods in other internet media, such as social networks (e.g. Facebook, YouTube, Twitter or Instagram), online blogs or chat rooms

(e.g. WhatsApp or Snapchat), he may only ever use the official CENTROPIX advertising statements, must identify himself in an easily recognizable manner with his full name (anonymous postings or postings made under a pseudonym are prohibited), and may not, at any point, make any statements about his income or earning potential at CENTROPIX or advertise an activity at CENTROPIX as an employee or similar. Examples of invalid statements include: "It's a turnkey system", "The system will do the work for you", "Just get in and your downline will be built by scattering", "Just get in and I will build your downline for you", "The company will do all the work for you", "You don't have to sell anything", "All you have to do is buy products every month". The CIA may only conduct CENTROPIX-related statements, pictures, social media advertising etc. within the framework of his/her own private social media channels or private website on an incidental and additional basis, as long as he complies with the specifications defined in these GTC and exclusively uses the resources made available in the back office; the CIA may not create professional social media business presences without prior approval. Prior to launching their own social media presence and/or channel, the CIA is required to notify CENTROPIX of the social media presence and/or channel by e-mail to compliance@centropix.eu for review and the use is only permitted after subsequent express written consent by CENTROPIX, which is at the free discretion of CENTROPIX. Goods may only be sold via the official landing page/replicated website of the CIA. The CIA is required to include an appropriate link to the landing page/replicated website in their social media presence and/or channel. Because the replicated websites are located on the CENTROPIX.com domain, CENTROPIX reserves the right to request analysis and information about the use of the replicated website.

- (4c) CIAs may not use online classifieds (including Craigslist) to advertise and/or sell CENTROPIX's goods and other services. However, online classifieds (including Craigslist) may be used so that the CIA can introduce themselves as an "independent CENTROPIX CIA."
- (4d) The CIA may not place or book paid advertising on websites, in newspapers, on radio, on television, or on social media unless written consent is obtained from CENTROPIX.
- (4e) Sponsored links or pay-per-click (PPC) ads are permitted. The target URL must lead to the CIA's landing page/replicated website. The displayed URL must also lead to the landing page/replicated website of the CIA. No content may be used that is contrary to contract, misleading, or otherwise unlawful.
- (5) CENTROPIX's goods may be revocably presented (not sold) by the CIA in one-on-one or multiple-on-one meetings, at home parties, online home parties, online networking events, and/or in online conferences, and may only be sold via CENTROPIX's landing page/replicated website or official web shop, to the extent permitted by applicable law. CENTROPIX's goods may not be sold on its own internet sites, other sales outlets, in particular large general stores (such as supermarkets, discount stores, or shopping chains) or restaurants, on internet trading platforms such as eBay, Amazon, in television sales shows, via telemarketing, teletext marketing or via comparable sales channels. In other health-related retail outlets such as drugstores, pharmacies, hairdressing salons, beauty or

cosmetics studios, fitness studios, physiotherapeutic practices, similar practices or doctors' surgeries, the sale of CENTROPIX goods is only permitted after prior enquiry by e-mail to compliance@centropix.eu and subsequent express written consent by CENTROPIX, which shall be at CENTROPIX's sole discretion.

- (6) As a matter of principle, the CIA is prohibited from selling or otherwise distributing its own marketing and/or sales materials, training or lead generation tools, other goods from third-party companies or other services related to the CENTROPIX business to other CIAs of CENTROPIX. Training materials and PowerPoint presentations provided to CIAs are for the sole purpose of training CIAs internally and therefore may not be made public.
- (7) In the course of business, the CIA must not give the impression that it is acting on behalf of or in the name of CENTROPIX. Rather, it is obliged to present itself as an "independent CENTROPIX CIA". Internet websites, stationery, business cards, car lettering as well as advertisements, advertising material and the like must always bear the addition "independent CENTROPIX CIA" and may not contain the CENTROPIX trademark and/or the trademarks, work titles, business designations, and other marks of CENTROPIX without prior express written consent. If the CIA wishes to use a CENTROPIX logo in the context of business communication (e.g. e-mail), they must use the current CENTROPIX logo in the specific version for CIAs. The use of a different CENTROPIX logo is only permissible, in this respect, with the written consent of CENTROPIX. Furthermore, the CIA is prohibited from applying for and taking out loans, incurring expenses, entering into obligations, opening bank accounts, concluding other contracts or otherwise making binding declarations of intent in the name of or on behalf of CENTROPIX. CIAs shall neither be granted a power of collection nor a power of attorney to represent CENTROPIX vis-à-vis third parties. Similarly, the CIA is not liable for the fulfilment of the obligation arising from a brokered transaction.
- (8) In the course of business, the CIA is not entitled to use negative, derogatory, or otherwise unlawful names for brands of competing companies or to evaluate other companies negatively or derogatorily or to use negative, derogatory or otherwise unlawful evaluations to entice CIAs away from other companies.
- (9) All presentation, advertising, training and film materials, product labels, etc. (including photographs), as well as content recorded in the course of events (images, video, audio, presentations or computer files) of CENTROPIX are protected by copyright. They may not be reproduced, disseminated, made publicly accessible or edited, either in whole or in part, beyond the contractually granted right of use by the CIA without the prior express written consent of CENTROPIX.
- (10) The use of the CENTROPIX trademark and/or the trademarks, work titles, product designations, and business designations and other marks of CENTROPIX are not permitted beyond the use of the marketing materials provided by CENTROPIX. This also applies to the registration of internet domains. CENTROPIX may demand that internet domains using the name CENTROPIX and/or the trademarks, work titles, product designations, and business designations and other marks of CENTROPIX be deleted and/or transferred to CENTROPIX.

The pure takeover costs of the provider, but not other costs or a license or other compensation for the domain, will be borne by CENTROPIX in the event of a takeover. Furthermore, it is prohibited to register one's own trademarks, work titles, or other property rights that contain a trademark, product designation, work title, or business designation of CENTROPIX that may be registered or otherwise protected in another country/territory. The above prohibition applies to both identical and similar signs or goods. It is also prohibited to use CENTROPIX's trademarks, brands, work titles, or other industrial property rights in so-called search engine advertising (e.g. GoogleAdWords), sponsored links advertising, internet advertising space marketing, or comparable online advertising activities. Finally, the refilling and/or repackaging of CENTROPIX goods is also prohibited.

- (11) An CIA may re-register with CENTROPIX after terminating his old position. The prerequisite is that the notice of termination and confirmation of termination by CENTROPIX for the CIA's old position must date back at least 16 months and the terminating CIA must not have performed any activities for CENTROPIX during this period.
- (12) The CIA is not permitted to respond to press enquiries about CENTROPIX, its goods, the CENTROPIX remuneration plan, or other CENTROPIX services. The CIA is obliged to immediately forward all press inquiries to CENTROPIX at compliance@centropix.eu.
- (13) The CIA undertakes to ensure - as far as possible - that customer data obtained through sales services are used exclusively within the scope of their activities for CENTROPIX and, in particular, are not passed on and/or used for other third parties or for services provided by third parties.
- (14) The CIA may advertise and sell services for CENTROPIX or recruit new CIAs only in those states which have been officially opened by CENTROPIX. It is not permitted to act as a CENTROPIX branch office, importer or exporter, or similar in any country or to establish corresponding business enterprises.
- (15) CIAs may not give gifts or other benefits to employees of CENTROPIX.
- (16) CENTROPIX enables the CIA to purchase the goods for personal use or for the use of family members. Under no circumstances may the CIA himself or members of his family induce other CIAs to purchase products in large quantities for their own consumption which unreasonably exceed personal use within a household.
- (17) The use of toll telephone numbers to market the activities or products of CENTROPIX is not permitted.
- (18) The CIA is obliged to inform CENTROPIX immediately and truthfully of any infringements of the rules of the General Terms and Conditions for Contractual Partners and the CENTROPIX Code of Conduct, as well as of any other provisions of the company.

- (19) Customer inquiries or complaints of any kind about the goods, the service, or the remuneration system of CENTROPIX are to be sent immediately to CENTROPIX at the e-mail address compliance@centropix.eu.
- (20) Trade fair and WhatsApp guidelines as well as other documents in the back office <https://backoffice.CENTROPIX.com/> under the category Resources (Category "Guidelines") are binding.

8 Non-Competition Clause/Headhunting

- (1) The CIA is allowed to sell goods and/or services for other companies, including marketing companies, party sales companies, or other direct sales companies, even if they are competitors.
- (2) If the CIA works for several companies at the same time, including network marketing companies, party sales companies, or other direct sales companies, the CIA undertakes to organize the respective activities (together with his respective downline) in such a way that they are not combined or mixed with his activities for the other company. In particular, the CIA may not offer products other than CENTROPIX at the same time, at the same place, or in the immediate vicinity or on the same website, Facebook page, other social media platform or internet platform.
- (3) Furthermore, the CIA is expressly prohibited from soliciting CENTROPIX CIAs for the sale of other products.
- (4) The CIA is also prohibited from breaching other CIA distribution agreements or other distribution agreements they have concluded with other undertakings, the clauses of which are still effective, by concluding a distribution agreement.

§ 9 Non-Disclosure

The CIA must maintain absolute secrecy about CENTROPIX's business and trade secrets and about its structure. CENTROPIX's business and trade secrets and, at the same time, its proprietary rights include, in particular, information on downline activities and placements, as well as the downline genealogy and the information contained therein, CIA, customer and contractual partner data, as well as information on business relationships of CENTROPIX and its affiliated companies and other vendors and suppliers. This obligation shall survive the termination of this contract.

§ 10 CIA Protection / No Territorial Protection

- (1) The active CIA that acquires a new CIA for the first time for distribution of CENTROPIX products will be allocated the new CIA in its structure in accordance with the remuneration plan and the placement requirements regulated therein (independent brand partner protection), whereby the date and time of receipt of the registration application from the new

CIA by CENTROPIX will apply to the allocation. The possibility of changing the "sitting position" of a directly or indirectly sponsored partner is not possible.

- (2) CENTROPIX is entitled to delete all personal data, including the e-mail address, of a sponsored CIA from its system if advertising mailings, cover letters, or e-mails are returned with the notations "moved", "deceased", "not accepted", "unknown" or similar and the newly recruited CIA or the sponsor does not correct the incorrect data of the newly recruited CIA within a reasonable period of 14 days. If CENTROPIX incurs costs as a result of the undeliverable advertising mail and parcels, they are entitled to reclaim the costs, unless the faulty delivery was not the fault of CENTROPIX.
- (3) Furthermore, crossline sponsoring and the attempt thereof within the company is prohibited. Crossline sponsoring means acquiring a natural person or corporation or partnership that is already an CIA with CENTROPIX in another sales line or has had a sales contract within the last 12 months. In this respect, it is also prohibited to use the name of a spouse, relative, trade name, corporation, partnership, trust or other third party to circumvent this provision.
- (4) Bonus manipulations are prohibited. This includes in particular the sponsoring of CIAs who do not actually carry on the CENTROPIX business (so-called straw men), who do not exist, as well as open or disguised multiple registrations or the registration of family members, persons living in the same household or "straw men" in the immediate downline structural position(s) under the sponsoring CIA. In this respect, it is also prohibited to use the name of a spouse, relative, trade name, corporation, partnership, trust or other third party to circumvent this provision. It is also prohibited to induce CIAs, customers or other third parties to sell or purchase goods in order to achieve a better position in the compensation plan, to manipulate the group bonus, to place new CIAs and/or customers with other CIAs or to otherwise induce bonus manipulation.
- (5) The CIA shall not be entitled to territorial protection.

§ 11 Warning, Contractual Penalty, Compensation, Indemnity

- (1) In the event of a first infringement of the CIA's obligations set out in § 7, CENTROPIX shall issue a written warning, setting a deadline of 10 days for the infringement to be remedied. The CIA undertakes to reimburse any warning costs, in particular the lawyer's fees incurred for the warning.
- (2) Express reference is made to § 16 paragraph (2), according to which CENTROPIX is entitled to extraordinary termination without prior warning in the event of a breach of the obligations regulated in § 8, 9 and 10 (3) and (4), 18 (2) and 19, as well as in the event of a particularly serious breach of the obligations regulated in § 7, other applicable contractual or statutory law, but is also entitled to take the measures according to §11 (1) at its own discretion in the event of a first-time breach of obligations. Notwithstanding the immediate extraordinary right of termination stipulated in §16 paragraph (2), CENTROPIX has the right, in individual cases, to issue a warning within the meaning of paragraph (1), even with a shortened period of

notice, at its own discretion prior to issuing an extraordinary termination notice if one of the aforementioned breaches of duty occurs.

- (3) If the same or a similar infringement occurs again after the expiry of the deadline set by the warning, or if the originally warned infringement is not remedied, a contractual penalty, which is left to the discretion of CENTROPIX and, in the event of a dispute, is to be reviewed by the competent court, shall become due immediately. The enforcement of the contractual penalty also incurs additional legal fees, which the CIA is obliged to reimburse.
- (4) Notwithstanding the forfeited contractual penalty, the CIA shall also be liable for all damages incurred by CENTROPIX due to a breach of duty by the CIA, unless the CIA is not responsible for the breach of duty.
- (5) In the event of a claim by a third party due to a breach of one of the contractually regulated obligations or any other breach by the CIA of applicable law, the CIA shall indemnify CENTROPIX against liability upon the first request by CENTROPIX. In particular, the CIA undertakes in this respect to bear all costs, in particular lawyers' fees, court costs and damages, incurred by CENTROPIX in this connection.

§ 12 Price Recommendation, Adjustment of Prices and Commissions

- (1) In the event of the resale of goods by the CIA, CENTROPIX recommends that the non-binding price recommendations of CENTROPIX be observed in the context of the resale of the goods in order to ensure stable pricing vis-à-vis the end customer.
- (2) CENTROPIX reserves the right, in particular with regard to changes in the market situation and/or licensing structure, to change the prices or usage fees payable by the CIA at the beginning of a new billing period, if this is necessary for economic reasons or legal changes. CENTROPIX will announce changes with a notice period of 30 days via e-mail or in the back office of the sales partner before the change comes into effect, specifying the future contract change. CIAs shall have the right to object to the amendment or to terminate the contract in text form without notice as of the effective date of the amendment. In the event of an objection, CENTROPIX is entitled to terminate the contract without notice. Unless the CIA terminates the contract or objects to the amendment by the effective date of the amendment, the amendments shall take effect from the date specified in the amendment notice. CENTROPIX is obliged to inform the CIA of the significance of their silence in the notice of change that has been given.

§ 13 Advertising Material, Benefits

All free advertising materials and other benefits from CENTROPIX may be revoked at any time with effect for the future.

§ 14 Remuneration, Commissions, and Settlement

- (1) As remuneration for a successful brokerage and his activities, the CIA receives commissions upon attainment of the required qualifications as well as other remuneration, which, including the respective qualification requirement, is derived from the CENTROPIX remuneration plan. All commission claims result from the respective valid remuneration plan, which the CIA can call up in his back office and which can be viewed in the back office at any time. The payment of the fee covers all costs incurred by the CIA in maintaining and carrying out their business, unless they have been agreed upon separately in the contract.
- (2) Successful mediation within the meaning of (1) of this Agreement shall only be deemed to have occurred if the contractual relationship between the client and CENTROPIX has come into effect. Furthermore, a claim to remuneration only arises when the payment on the part of the client has been credited to the account of CENTROPIX and all other conditions for payment have been met.
- (3) In particular, a claim to commission shall not arise if
 - a.) the customer makes use of his right of withdrawal,
 - b.) the contract is legally contested by the customer,
 - c.) the customer order has come about unlawfully,
 - d.) CENTROPIX refuses to accept the contract,
 - e.) incorrect or incomplete sales orders are submitted.

Furthermore, in cases of fraudulent mediation, either through fraudulent or abusive actions by the customer, the CIA or their vicarious agents shall not be entitled to commission.

- (4) CENTROPIX reserves the right to request of the CIA to provide proof of his identity, address, and business registration (e.g., submission of trade license) before paying out commissions for the first time. The proof of business, identity, and address may, at the discretion of CENTROPIX, be provided in the form of a copy of the business license and the identity card or passport, if necessary, in conjunction with a current electricity, gas/water or other consumption bill or other proof of registration (not older than one month) by the specified electronic means and must be provided immediately, at the latest within 2 weeks of the request. In the case of legal entities or partnerships or registered traders, proof of identification of the responsible person (e.g., managing director or personally liable partner) and - if an entry has been made in the commercial register - a copy of the current excerpt from the commercial register (no older than one month) must be submitted. Furthermore, the CIA must disclose his bank details before the first payment of commissions.
- (5) The CIA is initially registered with CENTROPIX as a small business. He shall inform CENTROPIX without delay, stating his VAT identification number, as soon as he opts to pay VAT (value added tax) in the course of his commercial activities or exceeds the small business limits.

- (6) The CIA's commissions are credited weekly and paid out weekly at the end of the following week and, unless a different account has been expressly accepted in writing by CENTROPIX, can only be paid out to accounts in their name or in the name of a partnership or corporation that has a contractual relationship with CENTROPIX. Payments cannot be made to third-party accounts or to a third-party bank account.
- (7) The contracting parties agree that no claims to a higher commission than the one on which this contract is based exist or can be asserted. The commission shall cover all claims of the CIA, in particular all travel costs, expenses, office costs, telephone costs or other expenses for advertising materials, as well as all other costs incurred in connection with the performance of the contract. Furthermore, payment of the remuneration pursuant to (1) covers all services rendered by the CIA, in particular for the creation and maintenance of the Independent Brand Partner portfolio, the customer base, as well as the resulting future market potential, and exists in the sense of an advance payment for this, so that in the event of termination of the agreement by whichever party for whatever reason, no severance payments and/or compensation claims for whatever legal reason are to be made by CENTROPIX. Express reference is made to § 16 (5).
- (8) CENTROPIX shall be entitled to assert a right of retention within the scope of the statutory provisions. Furthermore, CENTROPIX is entitled to assert a right of retention with regard to the payment of commissions if not all contractually or legally required documents are available prior to the first payment. In the event that CENTROPIX exercises its right to withhold commission payments, it is agreed that the CIA is not entitled to interest for the period of commission withholding.
- (9) CENTROPIX is entitled to set off claims to which CENTROPIX is entitled against the CIA's commission claims in whole or in part. The CIA shall be entitled to set-off if the counterclaims are undisputed or have been finally determined by a court of law.
- (10) Assignments and pledges of CIA's claims under distribution agreements shall be excluded unless mandatory law provides otherwise. The encumbrance of the contract with the rights of third parties is not permitted, insofar as this does not conflict with mandatory law.
- (11) The CIA will check the statements issued as soon as possible and inform CENTROPIX of any objections without delay. All commission claims result from the respective valid remuneration plan, which the CIA can call up in his back office and which can be viewed in the back office at any time. CENTROPIX must be notified in writing of erroneous commissions, bonuses, or other payments within 60 days of the date of the erroneous payment. After this date, the commission, bonus, or other payment shall be deemed to have been approved.
- (12) Commissions are paid out fortnightly and/or monthly at the express request of the CIA, taking into account the CENTROPIX payment modalities and payment methods. CENTROPIX reserves the right to transfer commissions only from a total amount of € 25.00

(CHF 25.00 for Switzerland and Liechtenstein). In the event that the minimum disbursement amount is not reached, the commission claims are continued on the clearing account held by CENTROPIX for the CIA and paid to the CIA in the following month after the minimum disbursement amount is reached.

§ 15 Blocking the CIA

- (1) In the event that the CIA fails to provide the requested evidence within 30 days of becoming aware of the requirements for payment of remuneration or commission advances or other payment, CENTROPIX is entitled to temporarily block the CIA in the CENTROPIX system until such time as the required documents are provided. The period of suspension does not entitle the CIA to extraordinary termination and does not give rise to a claim for repayment of the Starter Set already paid for or any other claim for damages, unless the CIA is not responsible for the suspension.
- (2) CENTROPIX shall be entitled to reimbursement of the costs required for the reminder for each case in which a reminder is sent for documents etc. that have not been submitted in the sense of (1) after the blocking notice has been issued.
- (3) Remuneration, commission advances, or other payments that cannot be paid out due to the above-mentioned reasons shall be booked by CENTROPIX as a non-interest-bearing provision and shall become statute-barred, at the latest, within the statutory limitation periods.
- (4) Irrespective of the reasons for blocking specified in paragraph (1), CENTROPIX reserves the right to block access for good cause. In particular, CENTROPIX reserves the right to block the CIA's access to the back office and other systems of CENTROPIX without notice if the CIA violates the obligations specified in § 7 - 9 and § 10 paragraphs 3 and 4, as well as § 14 paragraph (4), § 18 (2) and § 19, or any other applicable law. The blocking will remain in place until the breach of duty has been remedied in response to a corresponding warning from CENTROPIX. If it is a serious breach of duty that leads to the extraordinary termination of the contractual relationship, the blocking remains permanently in place.

§ 16 Term of Contract, Termination of Contract

- (1) This contract is agreed upon for 12 months. The contract is automatically renewed for a further 12 months upon payment of the service fee explained in § 6 (3), unless it is terminated beforehand by one of the parties, in writing, with a notice period of one month to the end of the contract. The service fee explained in § 6 (3) will be waived for the CIA if they have generated 3,000 Personal Points or more during the previous 12-month contract period. If the CIA does not pay the aforementioned service fee within 30 days after the end of the respective contract term despite a corresponding request for payment by CENTROPIX, the contract shall be automatically terminated. Notwithstanding the foregoing, the CIA may terminate this agreement at any time during the 12-month term of the agreement by giving one month's notice to the end of the month.

- (2) Notwithstanding the reason for termination in (1), both parties have the right to terminate this contract extraordinarily for good cause. Furthermore, good cause for termination by CENTROPIX shall be deemed to exist in the event of a breach of one of the obligations set forth in §7 by which an CIA fails to comply with their obligation to remedy the breach as defined in §11 (1) in a timely manner or if, after the breach of obligation has been remedied, the same or a comparable breach occurs again at a later point in time. In the event of a breach of the obligations regulated in §§ 8, 9 and 10 (3) and (4), 18 (2) or 19, as well as in the event of a particularly serious breach of the obligations regulated in § 7 or other applicable contractual or statutory law, CENTROPIX shall be entitled to extraordinary termination without prior warning. Furthermore, there is an extraordinary reason for termination for each party if insolvency proceedings have been opened against the other party, or the opening has been rejected for lack of assets, or the other party is otherwise insolvent, or has submitted an affidavit of insolvency within the scope of compulsory enforcement. The right to extraordinary termination exists without prejudice to further claims.
- (3) CENTROPIX also has the right to terminate the CIA's contract extraordinarily in no later than 6 months after registration, if the CIA has not taken the necessary actions within the meaning of § 14 (4). However, CENTROPIX will notify the CIA of the impending deletion 15 days before the account is deleted by e-mail (to the e-mail address stored in the system) or in its back office, so that the CIA has the opportunity to take the necessary actions within this 15-day period.
- (4) After termination of a contract by ordinary notice, a new contract may be concluded after a period of at least 6 months.
- (5) Upon termination of the agreement, the CIA shall no longer be entitled to commission. This does not apply to contracts already successfully brokered at that time. The entitlement to these commissions remains unaffected. Furthermore, the CIA is not entitled to any commercial agent compensation upon termination of the agreement, since the CIA is not a commercial agent within the meaning of the German Commercial Code pursuant to Article 4(1).
- (6) Notices of termination shall be accepted only in writing, provided that an ordinary notice of termination may also be given by e-mail and that it contains the name, address, and ID number of the CIA.
- (7) If an CIA simultaneously claims other services from CENTROPIX that are independent of this contract, these services shall remain unaffected by the termination of this contract unless the CIA also expressly requests their termination with the notice of termination. If the CIA continues to purchase services from CENTROPIX after termination of the contract, he will be treated as a normal customer.

- (8) In the event of premature termination of a contract with a minimum term, such as the contract on the right of use in accordance with § 6 (service fee), there shall be no claim to reimbursement of the fees/remuneration paid, unless the CIA has given extraordinary notice of termination of the contract for good cause.

§ 17 Data Protection Obligations of the CIA

- (1) The CIA is prohibited from disclosing, storing, or using the personal or customer-specific data of the end customers of which they become aware to third parties beyond the contractual rights and/or requirements.
- (2) The CIA is a separate controller from CENTROPIX within the meaning of the General Data Protection Regulation (GDPR). Therefore, the CIA is required, by law, to process all personal data in the course of their activities in a manner that complies with the requirements of the GDPR laws and, where applicable, other data protection requirements.

§ 18 Transfer of Business Operations / Sponsored Structure for Third Parties / Death of the CIA

- (1) CENTROPIX may transfer its business operations in whole or in part, or individual assets, to third parties at any time, provided that the acquirer complies with the applicable law.
- (2) If a new corporation or partnership registered as an CIA wishes to admit a new partner, this is possible up to a surrender of 20 % of the partnership shares, provided that the previous partner(s) who applied for the contractual partnership also remain partners. If a partner wishes to withdraw from the corporation or partnership registered as an CIA, or if the shares of one or more partners amounting to more than 20 % are to be transferred to third parties, this action is only permissible following a corresponding written application, if necessary, with presentation of the corresponding notarial deed, and in accordance with the provisions of this agreement, after prior written consent, which is at the discretion of CENTROPIX. CENTROPIX charges an administrative fee of € 25.00 (CHF 25.00 for Switzerland and Liechtenstein) for processing the aforementioned application. If this requirement is not met, CENTROPIX reserves the right to terminate the contract of the corporation or partnership registered as an CIA.
- (3) The CIA, if active within the meaning of the compensation plan, is entitled to transfer his sales structure upon reaching the position of "Director" for at least 24 consecutive months prior to the transfer of his sales structure and the conclusion of an executive contract in accordance with the executive contract.
- (4) This Agreement shall terminate, at the latest, upon the death of the CIA. This contract can be inherited if the legal requirements are met. A new distribution agreement must be concluded with the heir(s) within 6 months of the death, by which he/she/they take over the rights and obligations of the deceased. If the heir or one of the heirs is already registered as a natural person with CENTROPIX as an CIA, then, since only one position in the marketing plan may

be allocated per natural person, the heir must give up his previous position in the CENTROPIX sales structure or, if the requirements of Section 18 (3) are met, he must transfer one of the two future sales structures to a third party in accordance with Section 18 (3). The death must be proven by a death certificate. If there is a will regarding the inheritance of this contract, a notarized copy of the will must be provided. After the expiry of the six-month period, all rights and obligations arising from the contract shall pass to CENTROPIX. Exceptionally, the six-month period shall be extended by a reasonable length of time if, in the particular case, it is disproportionately short for the heir or heirs.

- (5) In the event that an CIA wishes to carry on business in the future under a different name, through a corporation, partnership, as a married couple, as a registered civil partnership or for other reasons, this is only possible upon application, whereby CENTROPIX is entitled, at its discretion, to reject the application.

§ 19 Separation / Dissolution

In the event that an CIA registered as a married couple/registered partnership, corporation or partnership terminates its partnership internally, it applies that even after the separation, dissolution or other termination of one of the aforementioned partnerships, only one position remains in the CENTROPIX sales structure. The separating spouses/members/shareholders must agree internally which spouse/member/shareholder is to continue the contractual partnership and notify CENTROPIX of this by means of a written notification signed by both parties and certified by a notary public or by submitting a corresponding court order. In the event of an internal dispute regarding the consequences of separation, divorce, dissolution, or other termination with respect to the contractual partnership with CENTROPIX, CENTROPIX reserves the right of extraordinary termination if such a dispute results in a neglect of the CIA's duties, a violation of these General Terms and Conditions for Contractual Partners, a violation of applicable law, or an unreasonable burden on the downline or upline.

§ 20 Consent to the Use of Photographic and Audiovisual Material, Recordings of Materials, and Presentations

- (1) The CIA grants CENTROPIX, free of charge, the right to record or perform photographic and/or audiovisual material with his likeness, voice recordings, or statements and quotations from him in the context of his function as an CIA. In this respect, by submitting the CIA application and taking note of these General Terms and Conditions of Contract, the CIA expressly consents to the publication, use, reproduction, and modification of his quotations, video, or audio recordings.
- (2) The CIA is not permitted to make audio, video or other recordings of events sponsored by CENTROPIX or of telephone conferences, speeches, or meetings for the purpose of sales or for personal or business use. Furthermore, an CIA may not record, produce, or compile audio or video presentations or recordings of CENTROPIX events, speeches, conference calls, or meetings without the prior written consent of CENTROPIX.

§ 21 Privacy policy

CENTROPIX collects and uses the data you voluntarily provide only within the scope of the statutory provisions. You can find the detailed data protection regulations in the CENTROPIX data protection regulations.

§ 22 Disclaimer

- (1) CENTROPIX is liable for damages other than those resulting from injury to life, limb, and health only insofar as these are based on intentional or grossly negligent conduct or on culpable breach of an essential contractual obligation (e.g. payment of commission) by CENTROPIX, its employees, or vicarious agents. This shall also apply to damages arising from the breach of obligations during contractual negotiations as well as from the performance of tortious acts. Any further liability for damages is excluded.
- (2) Except in the case of injury to life, limb, or health or intentional or grossly negligent conduct on the part of CENTROPIX, its employees or vicarious agents, liability shall be limited to the damage typically foreseeable at the time of conclusion of the contract and otherwise to the amount of the average damage typical for the contract. This also applies to indirect damages, in particular loss of profit.
- (3) CENTROPIX shall not be liable for damages of any kind resulting from loss of data on the servers, except in the case of gross negligence or intentional fault on the part of CENTROPIX, its employees, or vicarious agents.
- (4) Contents of the CIA saved at CENTROPIX are foreign information for CENTROPIX in the sense of telemedia law and/or other applicable law.

§ 23 Inclusion of the Compensation Plan

- (1) The CENTROPIX compensation plan and the specifications contained therein are also expressly an integral part of this agreement. The CIA must always comply with these requirements as amended from time to time.
- (2) By sending the electronic application for conclusion of this contract to CENTROPIX, the CIA simultaneously affirms that it has taken note of the CENTROPIX compensation plan and accepts it as an integral part of the contract.
- (3) CENTROPIX is entitled to amend the CENTROPIX remuneration plan in accordance with Section 27 (1).

§ 24 Limitation Period

- (1) All claims arising from this contractual relationship shall become statute-barred for both parties within 12 months, insofar as this is legally permissible. The limitation period shall commence when the claim becomes due or at the time when the claim arises or when the claim becomes recognizable. Statutory regulations that mandatorily provide for a longer limitation period shall remain unaffected.

§ 25 Applicable Law/Court of Jurisdiction

- (1) The law of the registered office of CENTROPIX shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of the state in which the CIA has his habitual residence shall remain unaffected.
- (2) If the CIA is a merchant or a corporation under public law, or has no general place of jurisdiction in Germany, or moves their place of residence abroad after conclusion of the contract, or their place of residence is unknown at the time the action is brought, the place of jurisdiction and the place of performance shall be the registered office of CENTROPIX.

§ 26 Final Provisions

- (1) CENTROPIX is entitled to amend this Agreement, these General Terms and Conditions of Contract and/or the remuneration plan if this is necessary, for economic reasons or legal changes. CENTROPIX will announce changes with a notice period of 30 days before the change comes into effect, specifying the future contract change, via e-mail or in the back office of the sales partner.

The CIA shall have the right to object to the amendment or to terminate the contract in text form without notice as of the effective date of the amendment. In the event of an objection, CENTROPIX is entitled to terminate the contract without notice. Unless the CIA terminates the contract or objects to the amendment by the effective date of the amendment, the amendments shall take effect from the date specified in the amendment notice. CENTROPIX is obliged to inform the CIA of the significance of their silence in the notice of change that has been given.

- (2) In all other respects, amendments or supplements to these General Terms and Conditions of Contract must be made in writing. This also applies to the waiver of the written form requirement.
- (3) If these General Terms and Conditions of Contract are translated into another language, and there is any inconsistency in any provision between the German and the translated version of the General Terms and Conditions of Contract, the German version shall always prevail.
- (4) In the event of the invalidity or incompleteness of a clause of these General Terms and Conditions of Contract, the entire contract shall not be invalid. Rather, the invalid clause is to be replaced by a clause that is valid and comes as close as possible to the economic

meaning of the invalid clause. The same shall apply in the event of the closure of a loophole requiring regulation.

Status of the General Terms and Conditions of Contract: 19/06/2022