# GENERAL TERMS AND CONDITIONS FOR PARTNER

#### <u>Preamble</u>

We welcome you as a new commercial contractual partner (hereinafter: sales partner) and wish you the best possible success in your work as an independent sales partner of THE ANSWER Club s.r.o., Kopcianska 14, 85101 Bratislava, Slovakia, represented by its Managing Director/CEO Ms. Birgit Lang, resident there (hereinafter: THE ANSWER CLUB) and, above all, much pleasure in selling our services. In the sale of our services and contact with other people, our focus is always on consumer friendliness and safety, seriousness, fair cooperation with each other and in the entire environment of the social selling community, network marketing, party sales or other direct sales, as well as compliance with the law and good morals.

We would therefore ask you to read the following <u>ethical rules</u>, as well as our General <u>Terms and Conditions of Contract</u>, very carefully and to make them your daily guiding principles for the performance of your activities.

#### **Ethical rules for dealing with consumers**

- Our sales partners advise their customers and prospective customers honestly and sincerely and clarify any misunderstandings about services, the business opportunity or other statements during a consultation.
- No medical recommendations or "prescriptions" are made in relation to health and/or the cure, alleviation or prevention of disease, nor are medical reports or test results interpreted.
- In online contact or personal and telephone contact with customers and interested parties, sales partners shall introduce themselves truthfully and without being asked at the beginning of the sales and/or marketing conversation by name and as a sales partner of THE ANSWER CLUB, including on the online marketing documents used. In addition, at the beginning of the contact, they shall disclose the business purpose of their contact and make clear which services are to be offered.
- At the customer's or prospective customer's request, (continued) online communication or a sales call is dispensed with, online communication or the call is postponed or an online communication or a call that has been started is terminated in a friendly manner.
- Sales partners shall never behave in an intrusive manner. In particular, visits, online communications, other electronic communications and

telephone contacts must take place at appropriate times, unless the customer has expressly requested otherwise. The sales partners shall only call or contact a consumer (including via electronic media) for advertising purposes with the consumer's prior express consent. The caller's telephone number must be provided in the event of a call.

- During a customer contact, the sales partner informs the consumer about all points relating to the services offered and – at the consumer's request – the sales opportunity.
- During a customer contact, the sales partner informs the consumer about all points relating to the services offered and – at the consumer's request – the sales opportunity.
- A sales partner may not make any claims about services, their prices or contractual conditions unless these have been approved by THE ANSWER CLUB.
- Sales partners 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 THE ANSWER CLUB; these must be accurate and not outdated. Letters of recommendation, tests and personal references must also always be related to the intended purpose.
- The consumer will not be induced to purchase products by dubious and/or misleading promises, nor by promises of special benefits if these benefits are linked to future, uncertain success. The sales partners shall refrain from doing anything that could induce the consumer to accept the offer made solely in order to do the sales partner a personal favor, to end an unwanted conversation or to enjoy a benefit that is not the subject of the offer or to show appreciation for the granting of such a benefit.
- A sales partner may not make any statements with regard to his/her remuneration or the potential remuneration of other sales partners.
   Furthermore, a sales partner may not guarantee or promise any remuneration or otherwise raise expectations.
- Sales partners are considerate of commercially inexperienced persons and under no circumstances take advantage of their age, illness or limited ability to understand in order to induce them to conclude a contract.
- In the case of contacts with so-called socially disadvantaged or foreignlanguage population groups, the sales partners shall take due account of their financial capacity and their ability to understand and understand the language and, in particular, shall refrain from doing anything that could cause members of such groups to place orders that do not correspond to their circumstances.

#### Ethical rules for dealing with sales partners

- Sales partners always treat each other fairly and respectfully. The above also applies to dealings with sales partners of other competitors or other network marketing companies, party sales companies or other direct sales companies.
- New sales partners are informed truthfully about their rights and obligations. Information on possible sales and acquisition opportunities must be omitted.
- No verbal assurances may be made regarding services and performances of THE ANSWER CLUB.
- Sales partners are not permitted to persuade other sales partners to change sponsors within THE ANSWER CLUB.
- The obligations of the following General Terms and Conditions for Contractual Partners must also be complied with at all times as ethical rules.

#### Ethical rules for dealing with other companies

- The sales partners of THE ANSWER CLUB always behave fairly and honestly towards other competitors or other companies in the network marketing sector, party sales or other direct sales.
- Systematic and obstructive poaching of sales partners from other companies is prohibited.
- Disparaging, misleading or unfair comparative statements about the services or sales 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 THE ANSWER CLUB.

# §1 Scope of application

(1) The following **General Terms and Conditions** of Contract are an integral part of every contract between THE ANSWER Club s.r.o., Kopcianska 14, 85101 Bratislava, Slovakia, represented by its Managing Director/CEO Ms. Birgit Lang, residing there (hereinafter: THE ANSWER CLUB) e-mail to <u>office@theanswerclub.com</u> and the independent and autonomous contractual partner (hereinafter: sales partner). It is intended to form the basis of a collaborative, fair and successful business relationship.

(2) THE ANSWER CLUB provides its services exclusively on the basis of these terms and conditions.

#### § 2 Subject matter of the contract

(1) THE ANSWER CLUB is a company that operates a lifestyle, beauty and wellness club in which customers can use/acquire various wellness, lifestyle and education services (hereinafter: services) depending on the service without/after acquiring club membership. The sales partner shall broker the services for THE ANSWER CLUB to potential interested parties and end customers (but not to commercial resellers), so that the provision of the brokerage of the services forms the basis of the business of a sales partner. For this activity, it is not necessary for the sales partner to incur financial expenses, to purchase/acquire a minimum number of services or other services from THE ANSWER CLUB or to recruit other sales partners in addition to acquiring a paid club membership. Only registration is required. The sales partner shall receive a corresponding direct brokerage commission for each successful service brokerage for his/her activity as a broker.

(2) In addition, there is the possibility, but not the obligation, to recruit other sales partners. For this activity, the recruiting sales partner shall receive a corresponding commission on the product turnover of the recruited sales partner if the required qualification is achieved. However, no commission is expressly paid for advertising. The commission, as well as the method of payment, is based on the participation plan in force at the time.

(3) Upon successful registration, THE ANSWER CLUB shall provide the sales partner with an online back office together with a landing page (in future replicate website) and an app together with a connected online store system including a right of use within the meaning of § 6 (1). The back office enables the sales partner to have, among other things, an up-to-date and comprehensive overview of his/her brokered sales, commission claims, invoices, as well as sales partner and downline developments. Furthermore, the sales partner has the opportunity to purchase a starter set and/or discounted services without being obliged to do so.

#### § 3 General requirements for the conclusion of the contract

(1) It is possible to conclude a contract with corporations (this does not include associations and cooperatives, which expressly cannot register), partnerships or natural persons who have reached the age of 18 and are entrepreneurs who, with the exception of Swiss applicants, are in possession of proof of a trade (e.g. trade license) (if no trade has been registered at the time of registration, the trade registration must be carried out immediately, at the latest within two weeks of sending the registration application). It is not possible for consumers to conclude a contract. Only one sales partner 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 additionally as a partner in a partnership or corporation or otherwise indirectly more than once.

(2) If a corporation (e.g. GmbH, UG or Ltd) submits a sales partner application, this is done after initiating the online registration via an alternative registration process. Furthermore, at the first request of THE ANSWER CLUB, a copy of the corresponding extract from the commercial register regarding the registration, as well as the VAT identification number (if no VAT identification number is available, there is an obligation to apply for this immediately and to submit it without delay) must be submitted via the specified technical route. All partners (and, if applicable, the partners of the shareholders or other beneficial owners, if a partner is also a corporation or a partnership) must be named in the application and be at least 18 years old. The shareholders/beneficial owners are each personally liable to THE ANSWER CLUB for the conduct of the corporation.

(3) In the case of partnerships (e.g. GbR, KG or OHG), registration takes place via an alternative registration process after online registration has been initiated. Furthermore, at the first request of THE ANSWER CLUB, a copy of the corresponding extract from the commercial register (if available) regarding the registration, as well as the VAT identification number (if no VAT identification number is available, there is an obligation to apply for this immediately and to submit it without delay) must be submitted in the technically specified manner. All partners and, if applicable, the partners/beneficial owners of the partners (if a partner is also a corporation or a partnership) must be named and be at least 18 years old. The partners/beneficial owners are each personally liable to THE ANSWER CLUB for the conduct of the partnership.

(4) Insofar as order or contract forms are used, these shall be deemed an integral part of the contract.

(5) The sales partner can register online with THE ANSWER CLUB to start working as a sales partner. When registering, the sales partner is obliged to fill out the sales partner application form completely and correctly and then submit the application to THE ANSWER CLUB in the specified manner. In addition, by actively ticking the appropriate box, the sales partner accepts these General Terms and Conditions of Contract as having taken note of them and accepts them as an integral part of the contract.

(6) THE ANSWER CLUB reserves the right to reject sales partner applications at its own discretion without giving any reasons.

(7) In the event of a breach of the obligations set out in paragraphs (1) to (3) and
(5) sentence 2, THE ANSWER CLUB is entitled to terminate the sales partner
contract without notice and without prior warning. In addition, THE ANSWER CLUB
expressly reserves the right to assert further claims for damages in the event of
termination without notice.

#### § 4 Status of the sales partner as an entrepreneur

(1) The sales partner acts as a self-employed and independent entrepreneur. The parties agree that the sales partner is initially working on a part-time basis. He/she is neither an employee nor a commercial agent, franchisee or broker of THE ANSWER CLUB. There are no sales targets, acceptance or other activity obligations. With the exception of contractual obligations, the sales partner is not subject to any instructions from THE ANSWER CLUB and bears the full entrepreneurial risk of his/her business activities, including the obligation to bear all business costs. The sales partner shall set up and operate its business – to the extent necessary – in the manner of a prudent business person, including – to the manner of a prudent business or a workplace managed in the manner of a prudent business person.

(2) As a self-employed entrepreneur, the sales partner is responsible for compliance with the relevant statutory provisions, including tax and social security requirements (e.g. obtaining a VAT identification number or registering his/her employees with the social security authorities, as well as obtaining a business license, if required). In this respect, the sales partner assures that all commission income that he/she earns in the course of his/her activities for THE ANSWER CLUB will be duly taxed at his/her place of business. THE ANSWER CLUB 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 as a result of a breach of the aforementioned requirements, unless the sales partner is not responsible for the damage or expense. THE ANSWER CLUB shall not pay any social security contributions for the sales partner.

#### Note for sales partners in Switzerland:

For sales partners domiciled in Switzerland, it should be noted that under applicable Swiss law and in the opinion of the relevant compensation office/social insurance institution, the brokerage activities of sales partners based on success commission can be regarded as dependent activity within the meaning of the Federal Law on Old-Age and Survivors' Insurance (LAVS), even if they act independently as entrepreneurs under contract and tax law, can be regarded as dependent activity within the meaning of the Federal Law on Old Age and Survivors' Insurance (LAVS), with the result that in individual cases the sales partners concerned may be liable to pay contributions under Swiss social insurance law. Whether a sales partner is classified as self-employed or employed in an individual case depends not only on the contractual structure of the activity, but also on various other test criteria, such as the renting of own offices, the employment of own staff or the significance of the entrepreneurial risk by a sales partner under Swiss law, is to be clarified in case of doubt by the consultant with the responsible compensation fund and is neither within the scope of competence nor responsibility of THE ANSWER CLUB. As THE ANSWER CLUB works exclusively with self-employed entrepreneurs, the sales partners are obliged to set up and conduct their business operations in such a way that they are self-employed entrepreneurs and not employees under Swiss social security law. Should a compensation fund or other competent authority come to the conclusion that a sales partner is to be classified as an employee in an individual case, the sales partner concerned undertakes to indemnify THE ANSWER CLUB against the social security contributions incurred, such as occupational pension costs or other costs, and to assume these costs vis-à-vis the compensation fund or other competent authority and to make a corresponding declaration in this regard, unless such assumption of costs and declarations are contrary to mandatory applicable law.

# §5 Voluntary contractual revocation instruction

You register with THE ANSWER CLUB as an entrepreneur and not as a consumer, so that you have no statutory right of withdrawal. Nevertheless, THE ANSWER CLUB grants you the following voluntary 14-day contractual right of withdrawal.

#### Voluntary right of cancelation

You can revoke your contractual declaration in writing (by letter or e-mail) within 14 days without giving reasons to the address or e-mail address stated in § 1. The period begins with the transmission of the sales partner application. Timely dispatch (date of postmark/e-mail) of the revocation is sufficient to comply with the revocation period.

#### **Consequences of cancellation:**

After your revocation, you can return all unopened and resalable products purchased as a sales partner and also the club membership to THE ANSWER CLUB against reimbursement of the full payments made for them. Physical products must be returned at the expense and risk of the sales partner. Once the returned physical products have been received and checked to ensure that they are free of defects, unopened and resalable, the purchase price will be refunded in full. Club membership ends upon receipt of the objection.

A sales partner may re-register with THE ANSWER CLUB through another sponsor after the revocation of his/her old position. The prerequisite for this is that the revocation for the Sales Partner's old position was made at least 6 months ago and that the revoking Sales Partner has not carried out any activities for THE ANSWER CLUB during this time.

# **Revocation Exclusion:**

There is expressly no right of revocation for the purchase of THE ANSWER CLUB vouchers from the time of purchase.

# §6 Use of the back office, the Replicate website and the app

(1) By registering as a Sales Partner, the Sales Partner acquires a free right to use the back office made available to him/her, the Replicate website made available to him/her and, if applicable, the app provided.

(2) The right of use within the meaning of paragraph (1) is a simple, nontransferable right of use relating to the specific back office, the specific replica website and the specific app; the sales partner shall have no right to modify, edit or otherwise redesign the back office or the replica website, nor any right to grant sublicenses.

# §7 Obligations of the sales partner

(1) The sales partner is obliged to protect his/her personal passwords and login IDs from access by third parties and must notify THE ANSWER CLUB immediately of any changes to his/her contractual data. Insofar as the sales partner makes payments to THE ANSWER CLUB (e.g. in the course of purchasing goods), THE ANSWER CLUB will only accept these if they are made by the consultant himself/herself for his/her own account. **Payments for the sales partner to THE ANSWER CLUB by third parties or the prohibition of the use of credit cards or other third-party payment cards are not permitted (prohibition of third-party payments). Furthermore, the sales partner is not authorised to receive cash, bank transfers or other payments from third parties in order to receive services from THE ANSWER CLUB in return.** 

(2) The sales partner is prohibited from violating competition law in his/her activities, infringing the rights of THE ANSWER CLUB, its sales partners, affiliated

companies or other third parties, harassing third parties or otherwise violating applicable law. In particular, the prohibition of unauthorised telephone advertising and the sending of unsolicited and unconsented advertising e-mails, advertising faxes or advertising text messages (spam), as well as social media spam or other unauthorised forms of messaging shall also apply.

(3) Special advertising guidelines:

(a) At no point and on no advertising material may the sales partner provide information about his/her income or earning potential at THE ANSWER CLUB. Rather, there is always an obligation to expressly point out to potential sales partners in the context of initiation discussions that the achievement of an income is only possible through very intensive and continuous work.

(b) Sales and marketing activities may not simulate commissions that are to be understood as a 'bounty' or other commission in connection with the mere recruitment of a new sales partner or otherwise take actions that create the impression that the advertised sales system is an illegal sales system, namely an illegal progressive snowball system or pyramid scheme or otherwise a fraudulent sales system. The impression must not be conveyed that the purchase of services is necessary for a sales partner to be able to work for THE ANSWER CLUB.

(c) Sales and marketing activities must not be directed at minors or persons with no business experience and must under no circumstances take advantage of their age, illness or limited ability to understand in order to induce consumers to conclude a contract. In the case of contacts with so-called socially disadvantaged or foreign-language population groups, the sales partner shall take due account of their financial capacity and their ability to understand and understand the language and, in particular, shall refrain from doing anything that could induce members of such groups to place orders that are not appropriate to their circumstances.

(d) No sales and marketing activities may be undertaken which are inappropriate, illegal or unsafe or which exert inadmissible pressure on the selected consumers.

(e) Distributors shall only refer to letters of recommendation, test results, references or other persons for business purposes vis-à-vis the consumer if they are officially authorised by both the reference provider and THE ANSWER CLUB and if they are accurate and not outdated. Letters of recommendation, tests and personal references must also always be related to the intended purpose

(f) The consumer shall not be induced to accept services by dubious and/or misleading promises, nor by promises of special benefits, if these benefits are linked to future, uncertain success. The sales partners shall refrain from doing anything that could induce the consumer to accept the offer made solely in order to do the sales partner a personal favour, to end an unwanted conversation or to enjoy an advantage that is not the subject of the offer or to show appreciation for the granting of such an advantage.

(g) A Distributor shall not represent that the Participation Plan or THE ANSWER CLUB's benefits are authorised or approved by any governmental authority or endorsed by any law firm.

(h) Due to strict regulations regarding advertising for health services such as DNA tests, only the promotional material officially offered on THE ANSWER CLUB website or in the back office or elsewhere by THE ANSWER CLUB should be used. Any customer currently undergoing medical treatment should be advised to check with their doctor before making any dietary changes or lifestyle changes (e.g. taking supplements, weight loss measures, taking up exercise) based on the test results. No statements regarding the safety of the services, their therapeutic effect or healing effect may be made in the context of the activity and advertising, unless these are officially authorised by THE ANSWER CLUB and/or can be found in the official advertising material of THE ANSWER CLUB. For example, the sales partner may not claim that the services of THE ANSWER CLUB help in the treatment of diabetes, heart disease, cancer or other illnesses. No scientific publications, literature or testimonials written by doctors or scientists in relation to THE ANSWER CLUB services or their ingredients may be used or published.

(4) The use, production and distribution of own websites (THE ANSWER CLUB will provide sales partners with a replica website on request, on which the sale of services may take place), sales documents, sales concepts, newspaper or magazine adverts, own product brochures, video content, television advertising, audio content, the creation of own internet presences, including professional social media business presences or other independently created sales or advertising material is only permitted with the prior <u>express written or e-mail consent</u> of THE ANSWER CLUB, which is at the sole discretion of THE ANSWER CLUB. The corresponding request for consent must be sent by e-mail to <u>office@theanswerclub.com</u>.

(4a) It is prohibited to operate a website, an internet portal, a social media presence or any other online application with several sales partners.

(4b) In the event that the sales partner advertises the services of THE ANSWER CLUB 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/she may only use the official THE ANSWER CLUB advertising statements. WhatsApp or Snapchat), he/she may only ever use the official THE ANSWER CLUB advertising statements, must identify him/herself easily recognisable with his/her full name (anonymous postings or postings made under a pseudonym are prohibited) and may not make any statements about his/her income or earning potential at THE ANSWER CLUB or advertise work at THE ANSWER CLUB as an employee or similar, as well as to carry out social media advertising only within the framework of his/her own private social media channels on an ancillary and additional basis and not to create a professional social media business presence without the prior express written or e-mail consent of THE ANSWER CLUB. Before launching its own social media business presence, the sales partner is obliged to send the social media presence and/or channel to THE ANSWER CLUB by e-mail to office@theanswerclub.com for review. The services may only be sold via the official Replicate website of the sales partner. The Sales Partner shall be obliged to include a corresponding link to the Replicate website in its social media presence and/or channel.

(4c) Distributors may not use online classifieds (including Craigslist) to advertise and/or distribute the services and other benefits of THE ANSWER CLUB. However, online classifieds (including Craigslist) may be used so that the sales partner can introduce him/herself as an 'independent THE ANSWER CLUB sales partner'.

(4d) Distributors may place banner advertisements on a website, provided they use templates and images reviewed and approved by THE ANSWER CLUB and adhere to contractual and legal requirements (in particular the prohibition of income claims and healing claims). All banner adverts must be linked to the sales partner's website.

(4e) Sponsored links or pay-per-click adverts (PPC) are permitted. The target URL must lead to the replicate website of the sales partner. The URL displayed must also lead to the replica website of the sales partner. No content that is in breach of contract, misleading or otherwise illegal may be used.

(4f) Furthermore, it is important that the sales partner does not communicate with people who write negative posts against him/her, other sales partners or THE ANSWER CLUB. Please report negative posts to <u>office@theanswerclub.com</u>. Responding to such negative posts often leads to a discussion with someone who harbours a grudge, does not adhere to the same high ethical, fair and

professional standards as those of THE ANSWER CLUB and therefore damages the reputation and goodwill of THE ANSWER CLUB and the Distributor.

(5) The services of THE ANSWER CLUB may be presented (not sold) by the sales partner in one-on-one or multi-eye meetings, at home parties, online home parties, online networking events and/or in online conferences within the framework of the applicable law and may only be sold via the Replicate website or the official webshop of THE ANSWER CLUB. THE ANSWER CLUB's services may not be sold on its own websites, other sales outlets, in particular large general retail outlets (such as supermarkets, discount stores or shopping chains) or restaurants, on internet trading platforms such as eBay, Amazon, on television sales shows, via telemarketing, teletext marketing or via comparable sales channels. In health-related retail shops such as drugstores, pharmacies, hairdressing salons, beauty or cosmetics studios, fitness studios, physiotherapy practices, comparable practices, the sale of THE ANSWER CLUB services is permitted until revoked at the discretion of THE ANSWER CLUB, provided that this retail shop is operated by the sales partner as his/her main business and THE ANSWER CLUB services are only advertised incidentally without external advertising in the shop.

to advertise and/or distribute. However, online classifieds (including Craigslist) may be used so that the sales partner can introduce him/herself as an 'independent THE ANSWER CLUB sales partner'.

(6) The sales partner is generally prohibited from selling or otherwise distributing their own marketing and/or sales documents, training or lead generation tools, other services from third-party companies or other services in connection with THE ANSWER CLUB business to other sales partners of THE ANSWER CLUB.

(7) The services may also be presented by the sales partner at trade fairs and specialised exhibitions with the written consent of THE ANSWER CLUB.

(8) The sales partner may not give the impression in business dealings that he/she is acting on behalf of or in the name of THE ANSWER CLUB. Rather, he/she is obliged to present him/herself as an 'independent THE ANSWER CLUB sales partner'. Internet homepages, stationery, business cards, car lettering as well as advertisements, advertising material and the like must always bear the addition 'independent THE ANSWER CLUB sales partner' and may not contain the THE ANSWER CLUB trademark and/or the trademarks, work titles, business names and other trademarks of THE ANSWER CLUB without prior express written consent. The sales partner is also prohibited from applying for and taking out loans, making expenditures, entering into obligations, opening bank accounts, concluding other contracts or making other binding declarations of intent in the name of THE ANSWER CLUB or in the interest of or on behalf of the company. The sales partner is neither granted a power of attorney to collect payments nor a power of attorney to represent THE ANSWER CLUB vis-à-vis third parties. Nor shall the sales partner be responsible for the fulfilment of the obligation arising from a brokered transaction.

(9) The sales partner is not authorised in the course of business to name brands of competing companies in a negative, derogatory or otherwise unlawful manner or to evaluate other companies in a negative or derogatory manner or to use negative, derogatory or otherwise unlawful evaluations to entice away sales partners from other companies.

(10) All presentation, advertising, training and film materials, product labels etc. (including photographs) of THE ANSWER CLUB are protected by copyright. They may not be reproduced, distributed, made publicly accessible or edited in whole or in part by the sales partner beyond the contractually granted right of use without the prior express written consent of THE ANSWER CLUB.

(11) The use of the THE ANSWER CLUB trademark and/or the trademarks, work titles, product names and business designations and other trademarks of THE ANSWER CLUB is not permitted through the use of marketing materials provided by THE ANSWER CLUB. This also applies to the registration of Internet domains. THE ANSWER CLUB may demand that Internet domains using the name THE ANSWER CLUB and/or THE ANSWER CLUB's trademarks, work titles, product names and business designations and other distinguishing marks be cancelled and/or transferred to THE ANSWER CLUB. The pure takeover costs of the providers, but not other costs or a licence or other compensation for the domain, shall be borne by THE ANSWER CLUB in the event of takeover. It is also prohibited to register your own trademarks, work titles or other industrial property rights that contain a trademark, product name, work title or business name of THE ANSWER CLUB that may be registered or otherwise protected in another country/territory. The aforementioned prohibition applies to both identical and similar signs or services. It is also prohibited to use THE ANSWER CLUB's trademarks, brands, work titles or other industrial property rights in so-called search engine advertising (e.g. GoolgeAdWords), social ads, sponsored links advertising, internet advertising space marketing or comparable online advertising activities. Finally, the re-filling and/or re-packaging of THE ANSWER CLUB's services is also prohibited.

(12) A sales partner may re-register with THE ANSWER CLUB after cancelling his/her old position. The prerequisite is that the cancellation and the confirmation of the cancellation by THE ANSWER CLUB for the Sales Partner's old position took place at

least 6 months ago and that the cancelling Sales Partner has not carried out any activities for THE ANSWER CLUB during this time.

(13) The sales partner is not permitted to respond to press enquiries about THE ANSWER CLUB, its services, the THE ANSWER CLUB participation plan or other THE ANSWER CLUB services. The sales partner is obliged to forward all press enquiries to THE ANSWER CLUB at <u>office@theanswerclub.com</u> without delay.

(14) The sales partner undertakes – as far as possible – to ensure that the customer data obtained through sales services are used exclusively within the scope of his/her activities for THE ANSWER CLUB and, in particular, are not forwarded and/or used to other third parties or for third-party services.

(15) The sales partner may only advertise and sell services for THE ANSWER CLUB or acquire new sales partners in countries that have been officially opened by THE ANSWER CLUB. It is not permitted to act as a THE ANSWER CLUB branch, importer or exporter or similar in a country or to establish corresponding business enterprises.

(16) Distributors may not give gifts or other benefits to employees of THE ANSWER CLUB.

(17) The use of chargeable telephone numbers to market the activities or products of THE ANSWER CLUB is not permitted.

(18) The sales partner is obliged to inform THE ANSWER CLUB immediately and truthfully of any violations of the rules of the General Terms and Conditions for Sales Partners and the THE ANSWER CLUB Code of Conduct, as well as all other provisions of the company.

(19) Customer complaints of any kind about the performance, the service or the remuneration system of THE ANSWER CLUB must be forwarded immediately to THE ANSWER CLUB at the e-mail address office@theanswerclub.com.

# §8 Non-competition clause / enticement

(1) The sales partner is permitted to sell products and/or services for other companies, including marketing companies, party sales companies or other direct sales companies, even if they are competitors.

(2) Notwithstanding the authorisation formulated in paragraph 1, the sales partner is not permitted to distribute products or services of other companies, as well as

advertising materials and comparable content, to other THE ANSWER CLUB sales partners for the operation of THE ANSWER CLUB business.

(3) If the sales partner works simultaneously for several companies, including network marketing companies, party sales companies or other direct sales companies, he/she undertakes to organise the respective activity (together with his/her respective downline) in such a way that there is no connection or mixing with his/her activity for the other company. In particular, the sales partner may not offer products other than THE ANSWER CLUB at the same time, in the same place or in the immediate vicinity or on the same website, Facebook page, other social media platform or internet platform.

(4) Furthermore, the sales partner is expressly prohibited from soliciting THE ANSWER CLUB sales partners for the sale of other products.

(5) By concluding a sales partner agreement, the sales partner is also prohibited from violating other sales partner agreements or other sales agreements that he/she has concluded with other companies and whose clauses are still in effect.

# §9 Confidentiality

The sales partner must maintain absolute confidentiality regarding business and trade secrets of THE ANSWER CLUB and its structure. THE ANSWER CLUB's business and trade secrets and property rights include, in particular, information on downline activities and placements, as well as the downline genealogy and the information contained therein, the sales partner, customer and contractual partner data, as well as information on business relationships of THE ANSWER CLUB and its affiliated companies and other providers and suppliers. This obligation shall continue even after termination of the sales partner agreement.

# § 10 Sales partner protection / No territorial protection

(1) The active sales partner who acquires a new sales partner for the first time for the distribution of THE ANSWER CLUB products shall be assigned the new sales partner in his/her structure in accordance with the participation plan and the placement requirements regulated therein (sales partner protection), whereby the date and time of receipt of the registration application by the new sales partner at THE ANSWER CLUB shall apply to the assignment. It is not possible to change the 'seed position' of a directly or indirectly sponsored partner.

(2) THE ANSWER CLUB is entitled to delete all personal data, including the e-mail address, of a sponsored sales partner from its system if advertising mailings,

letters or e-mails are returned with the notes 'moved', 'deceased', 'not accepted', 'unknown' or similar and the newly recruited sales partner or the sponsor does not correct the incorrect data of the newly recruited sales partner within a reasonable period of 14 days. If THE ANSWER CLUB incurs costs as a result of the undeliverable promotional mailings and parcels, it is entitled to reclaim the costs, unless the incorrect delivery was not its fault.

(3) Furthermore, crossline sponsoring and any attempt to do so within the company is prohibited. Crossline sponsoring means the acquisition of a natural person or corporation or a partnership that is already a sales partner of THE ANSWER CLUB in another sales line or has had a sales partner contract within the last 6 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 manipulation is prohibited. This includes in particular the sponsoring of sales partners who do not actually carry out THE ANSWER CLUB business (socalled straw men), do not exist, as well as open or disguised multiple registrations. 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 sales partners, customers or other third parties to sell or purchase services in order to achieve a better position in the participation plan, to manipulate the group bonus, to place new sales partners and/or customers with other sales partners or otherwise manipulate the bonus. 'Stacking is also prohibited. Stacking occurs when sales partners place newly registered sales partners in the downline in a targeted manner in order to achieve rapid promotion and ranking in the participation plan. Stacking includes: (a) financially supporting new Distributors for the purpose of maximising compensation under THE ANSWER CLUB's Participation Plan and placing a new Distributor in a downline organisation with the intention of manipulating the Participation Plan for financial gain in a manner not intended or permitted. Furthermore, it is expressly prohibited to make payments of any kind for other Sales Partners or for customers, either directly or indirectly.

(5) The sales partner is not entitled to territorial protection.

# §11 Warning, contractual penalty, damages, exemption from liability

(1) In the event of a first breach of the obligations of the sales partner regulated in § 7, THE ANSWER CLUB shall issue a written warning, setting a deadline of 10 days to remedy the breach of duty. The sales partner 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 THE ANSWER CLUB 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 pursuant to § 11 (1) at its own discretion in the event of a first-time breach of duty. Notwithstanding the right to immediate extraordinary termination provided for in § 16 (2), THE ANSWER CLUB 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 before issuing extraordinary termination if one of the aforementioned breaches of duty occurs.

(3) If the same or a substantially similar infringement occurs again after the expiry of the deadline set by the warning notice, or if the originally warned infringement is not remedied, a contractual penalty shall become due immediately at the discretion of THE ANSWER CLUB and shall be reviewed by the competent court in the event of a dispute. The assertion of the contractual penalty shall also incur additional legal fees, which the sales partner is obliged to reimburse.

(4) Irrespective of the forfeited contractual penalty, the sales partner shall also be liable for all damages incurred by THE ANSWER CLUB due to a breach of duty by the sales partner, unless the sales partner is not responsible for the breach of duty.

(5) The sales partner shall indemnify THE ANSWER CLUB from liability in the event of a claim by a third party due to a breach of one of the contractual obligations or any other breach of applicable law by the sales partner, at THE ANSWER CLUB's first request. In particular, the sales partner undertakes to bear all costs, in particular legal fees, court costs and compensation costs, incurred by THE ANSWER CLUB in this connection.

# §12 Price recommendation/adjustment of prices and commissions

THE ANSWER CLUB reserves the right, in particular with regard to changes in the market situation and/or licence structures, to change the prices or usage fees to be paid by the sales partner at the beginning of a new billing period if this is necessary for economic reasons or legal changes. THE ANSWER CLUB will announce changes with a notice period of 30 days before the change comes into effect, specifically naming the future contract change via e-mail or in the sales partner's back office. The sales partner has the right to object to the change or to terminate the contract in text form without observing a cancellation period as of the effective date of the change. In the event of an objection, THE ANSWER CLUB is entitled to terminate the contract with due notice.

terminate the contract or does not object to the change before the change comes into force, the changes will come into force from the date stated in the change notice. THE ANSWER CLUB is obliged to point out the significance of its silence to the sales partner in the notice of amendment.

#### §13 Free advertising material, benefits

All free advertising material and other benefits from THE ANSWER CLUB can be cancelled at any time with effect for the future.

#### §14 Remuneration, commissions and invoicing

(1) As remuneration for a successful referral and his/her activities, the sales partner shall receive commissions and other remuneration resulting from THE ANSWER CLUB participation plan, including the respective qualification requirements, if the required qualifications are achieved. All commission entitlements are derived from the respective valid participation plan, which the sales partner can call up in his/her back office and which can be viewed in the back office. Payment of the remuneration shall cover all costs incurred by the sales partner in maintaining and conducting his/her business, unless they have been agreed separately by contract.

(2) A successful mediation within the meaning of paragraph (1) of this contract only exists if the contractual relationship between the customer and THE ANSWER CLUB has been effectively established. Furthermore, a claim for remuneration shall only arise when the payment by the customer has been credited to THE ANSWER CLUB's account and all other conditions for payment have been met.

- (3) In particular, a claim for commission shall not arise if
- a.) the customer makes use of his right of cancellation,
- b.) the contract is legally contested by the customer,
- c.) the customer order has come about unlawfully,
- d.) THE ANSWER CLUB refuses to accept the contract,
- e.) incorrect, incomplete customer orders are submitted.

In addition, in cases of fraudulent brokerage, either through fraudulent or abusive measures by the customer, the sales partner or their vicarious agents, no claim to commission shall arise.

(4) THE ANSWER CLUB reserves the right to request the sales partner to provide proof of his/her identity, address and business registration (e.g. presentation of a business licence) before the first payment of commission and at any time thereafter. Proof of business, identity and address may be provided at the discretion of THE ANSWER CLUB in the form of a copy of the business licence and identity card or passport, if applicable 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 two weeks of the request. In the case of legal entities or partnerships or registered merchants, proof of identification of the person responsible (e.g. managing director or personally liable partner) and – if an entry has been made in the commercial register – a copy of the current extract from the commercial register (not older than one month) must be submitted. Furthermore, the sales partner must provide his/her bank details before the first payment of commission.

(5) The sales partner shall initially be registered with THE ANSWER CLUB as a small trader. He/she shall inform THE ANSWER CLUB immediately, stating his/her <u>VAT</u> <u>identification number</u>, as soon as he/she opts to pay VAT (value added tax) within the scope of his/her commercial activity or exceeds the small business limits.

(6) Commissions of the sales partner shall be credited weekly and paid out weekly on the following week and, unless a different account has been expressly accepted separately in writing by THE ANSWER CLUB, can only be paid out to accounts in his/her name or in the name of a partnership or corporation that has a contractual relationship with THE ANSWER CLUB. Payments may not be made to third-party accounts or to a third-party bank account.

(7) The contracting parties agree that no claims for a higher commission than that on which this contract is based exist or can be asserted. The commission shall cover all claims of the sales partner, 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 fulfilment of the contract. Payment of the remuneration in accordance with paragraph (1) shall also cover all services of the sales partner, in particular for the creation and maintenance of the sales partner portfolio, the customer base, as well as the resulting future market potential and shall be deemed to be an advance payment for this, so that in the event of termination of the contract, by whichever party for whatever reason, no compensation and/or compensation claims for whatever legal reason are to be paid by THE ANSWER CLUB. Express reference is made to § 16 paragraph (5).

(8) THE ANSWER CLUB is entitled to assert a right of retention within the framework of the statutory provisions. In addition, THE ANSWER CLUB is entitled to assert a right of retention due to the payment of commissions if all contractually or legally required documents are not available before the first payment. In the event that THE ANSWER CLUB exercises its right to withhold commission payments, it is agreed that the sales partner shall not be entitled to interest for the period of commission retention.

(9) THE ANSWER CLUB is entitled to offset claims to which THE ANSWER CLUB is entitled against the sales partner against his/her commission claims in whole or in part. The sales partner shall be entitled to offset if the counterclaims are undisputed or have been recognised by declaratory judgement.

(10) Assignments and pledges of claims of the sales partner arising from sales partner contracts are excluded, unless this is contrary to mandatory law. The contract may not be encumbered with third-party rights, unless this is contrary to mandatory law.

(11) The sales partner shall check the invoices issued as soon as possible and notify THE ANSWER CLUB of any objections without delay. All commission claims result from the respective valid participation plan, which the sales partner can call up in his/her back office and which can be viewed in the back office. Incorrect commissions, bonuses or other payments must be reported to THE ANSWER CLUB in writing within 60 days of the date of the incorrect payment. After this time, the commissions, bonuses or other payments shall be deemed to have been authorised.

(12) Commissions shall be paid out on a daily basis at the request of the sales partner, taking into account THE ANSWER CLUB's payment modalities and payment methods. THE ANSWER CLUB reserves the right to authorise the payment of commissions only from a total amount of €50.00. In the event that the minimum payout amount is not reached, the commission claims will be continued in the clearing account (wallet) held with THE ANSWER CLUB for the sales partner and can be paid out to the sales partner once the minimum payout amount has been reached. The sales partner undertakes to pay out their full commission claims to themselves every two months at the latest. In the event of non-payment after two months, THE ANSWER CLUB reserves the right to temporarily block the sales partner account until payment has been made.

#### §15 Blocking of the sales partner

(1) In the event that the sales partner does not provide the requested evidence within 30 days of becoming aware of the requirements for the payment of remuneration or commission advances or other payment, THE ANSWER CLUB is entitled to temporarily block the sales partner in THE ANSWER CLUB system until the required documents are provided. The period of blocking does not entitle the sales partner to extraordinary cancellation 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 sales partner is not responsible for the blocking.

(2) THE ANSWER CLUB shall be entitled to reimbursement of the costs required for this reminder in each case of a reminder of documents not provided within the meaning of (1) after the block has been issued.

(3) Remuneration or commission advances or other payments that cannot be paid out due to the aforementioned reasons shall be booked by THE ANSWER CLUB as a non-interest-bearing provision and shall expire at the latest within the statutory limitation periods.

(4) Irrespective of the reasons for blocking mentioned in paragraph (1), THE ANSWER CLUB reserves the right to block access for good cause. In particular, THE ANSWER CLUB reserves the right to block the sales partner's access to the back office and other systems of THE ANSWER CLUB without notice if the sales partner violates the obligations specified in §§ 7 – 9 and § 10 (3) and (4), as well as § 14 (4), § 18 (2) and § 19, or other applicable law. The blocking shall remain in place until the breach of duty has been remedied following a corresponding warning from THE ANSWER CLUB. In the event of a serious breach of duty that leads to extraordinary termination of the contractual relationship, the block shall remain in place permanently.

# § 16 Duration of contract, termination of contract / consequences of termination of contract

(1) The sales partner agreement is agreed for an indefinite period and may be terminated by either party with one month's notice to the end of a month.

(2) Notwithstanding the grounds for termination in (1), both parties shall have the right to terminate the sales partner agreement extraordinarily for good cause. Good cause for termination by THE ANSWER CLUB shall also be deemed to exist in the event of a breach of one of the obligations set out in § 7 by a sales partner who fails to fulfil his/her obligation to remedy the breach within the meaning of § 11

paragraph (1) in due time or if the same or a comparable breach occurs again at a later date after the breach has been remedied. In the event of a breach of the obligations set out 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 set out in § 7 or other applicable contractual or statutory law, THE ANSWER CLUB shall be entitled to extraordinary termination without prior warning. Furthermore, an extraordinary reason for termination shall exist for each party if insolvency proceedings have been opened against the other party, or if the opening of such proceedings has been rejected for lack of assets, or if the other party is otherwise insolvent or has made an affidavit of insolvency in the course of enforcement proceedings. The right to extraordinary cancellation is without prejudice to further claims.

(3) THE ANSWER CLUB also has the right to extraordinarily terminate the contract of the sales partner if the sales partner has not taken the necessary actions within the meaning of § 14 (4) within 6 months of registration. However, THE ANSWER CLUB will announce the imminent cancellation of the sales partner's account by e-mail (to the e-mail address stored in the system) or in the sales partner's back office 14 days before the account is cancelled, so that the sales partner has the opportunity to take the necessary action within this 14-day period.

(4) After the termination of a contract by ordinary cancellation, a new contract may be concluded after a period of at least 6 months.

(5) Upon termination of the contract, the sales partner shall no longer be entitled to commission. This shall not apply to contracts already successfully brokered at this time. The entitlement to these commissions remains unaffected. Furthermore, the sales partner shall not be entitled to any commercial agent compensation upon termination of the contract, as the sales partner is not a commercial agent within the meaning of the German Commercial Code in accordance with § 4 (1).

(6) Notices of termination shall only be accepted in writing, whereby ordinary notice of termination may also be given by e-mail, provided that they contain the name, address and ID number of the sales partner.

(7) If a sales partner simultaneously claims other services from THE ANSWER CLUB that are independent of the sales partner contract, these services shall remain unaffected by the termination of the sales partner contract unless the sales partner expressly requests their termination with the cancellation. If the sales partner continues to purchase services from THE ANSWER CLUB after termination of the contract, he/she shall be treated as a normal customer.

(8) In the event of premature termination of a contract with a minimum term, such as the contract for the right of use in accordance with § 6 paragraph 3 (service fee), there is no entitlement to reimbursement of the fees/remuneration paid, unless the sales partner has terminated the contract extraordinarily for good cause.

# §17 Data protection obligations of the sales partner

The sales partner is prohibited from passing on to third parties, storing or utilising the personal or customer-specific data of end customers of which he/she becomes aware beyond the contractual rights and/or specifications.

# §18 Transfer of business operations / no transfer of the sponsored structure to third parties, inheritance

(1) THE ANSWER CLUB may transfer all or part of its business operations or individual assets to third parties at any time, provided that the acquirer complies with applicable law.

(2) If a partner wishes to withdraw from the corporation or partnership registered as a distribution partner or if the shares of one or more partners are to be transferred to third parties, this action is only permitted upon written request, if necessary upon presentation of the corresponding notarised deed and in accordance with the provisions of this agreement, after prior written consent, which is at the discretion of THE ANSWER CLUB. THE ANSWER CLUB will charge an administrative fee of €25.00 for processing the aforementioned application. If this requirement is not met, THE ANSWER CLUB reserves the right to extraordinary cancellation of the contract of the corporation or partnership registered as a distribution partner.

(3) The sales partner is entitled to inherit his/her contractual position [the sales partner's contract ends upon his/her death] after prior written or e-mail consent from THE ANSWER CLUB and the fulfilment of the legal requirements and proof of inheritance in the event of death. A new contractual partner agreement must be agreed with the heir(s) in the event of death and, if an heir is already a sales partner of THE ANSWER CLUB, the heir must decide whether to retain the previous or the inherited position in the compensation plan, as only one position in the compensation plan is permitted per sales partner, so that the position not chosen is cancelled. It is not permitted to transfer, pledge or assign the rights to the sales structure (downline) or the position obtained in the remuneration plan at THE ANSWER CLUB.

(4) In the event that a sales partner wishes to carry out his/her activities 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 THE ANSWER CLUB is entitled to reject the application at its own discretion.

# §19 Separation/dissolution

In the event that a sales partner registered as a married couple/registered partnership, corporation or partnership terminates his/her company internally, only one sales partner position shall remain even after the separation, dissolution or other termination of one of the aforementioned companies. The separating spouses/members/partners must reach an internal agreement as to which spouse/member/partner is to continue the contractual partnership and notify THE ANSWER CLUB of this by means of a written notification signed by both parties and notarised or by submitting a corresponding court order. In the event of an internal dispute regarding the consequences of separation, divorce, dissolution or other termination in relation to the contractual partnership with THE ANSWER CLUB, THE ANSWER CLUB reserves the right of extraordinary termination if such a dispute leads to a neglect of the duties of the Distributor, to a breach of these General Terms and Conditions, to a breach of applicable law or to an unreasonable burden on the down- or upline.

# §20 Consent to the use of photographic and audiovisual material, use of recordings of materials and presentations

(1) The sales partner grants THE ANSWER CLUB the right, free of charge, to record or produce photographic and/or audiovisual material with his/her likeness, voice recordings or statements and quotations from him/her in the context of his/her function as a sales partner. In this respect, the sales partner expressly consents to the publication, use, reproduction and modification of his/her quotations, recordings or recordings by submitting the sales partner application and acknowledging these General Terms and Conditions of Contract.

(2) The sales partner is not permitted to make audio, video or other recordings of events sponsored by THE ANSWER CLUB or of telephone conferences, speeches or meetings for the purpose of sales, personal or business use. Furthermore, a Distributor may not record, make or compile audio or video presentations or recordings of THE ANSWER CLUB events, speeches, conference calls or meetings without the prior written consent of THE ANSWER CLUB.

#### §21 Data protection provisions

(1) The sales partner is prohibited from passing on to third parties, storing or using the personal or customer-specific data of end customers of which he/she becomes aware beyond the contractual rights and/or specifications.

(2) THE ANSWER CLUB collects and uses the data voluntarily provided by you only in accordance with the statutory provisions. The detailed provisions on data protection can be found in <u>THE ANSWER CLUB's privacy policy</u>.

# § 22 Exclusion of liability

(1) THE ANSWER CLUB is expressly not liable for force majeure such as epidemics or pandemics (e.g. the Covid-19 pandemic), international shocks in the financial markets (these are comparable to the global financial crisis in 2008 following the insolvency of the investment bank Lehman Brothers), wars, and/or political entanglements, disruptions in transport companies, strikes or comparable operational or other disruptions.

(2) Furthermore, THE ANSWER CLUB shall only be liable for damages other than those resulting from injury to life, body and health insofar as these are based on intentional or grossly negligent behaviour or on culpable breach of a material contractual obligation (e.g. payment of commission) by THE ANSWER CLUB, its employees or vicarious agents. This also applies to damages arising from the breach of obligations during contract negotiations and from the performance of unauthorised acts. Any further liability for damages is excluded.

(3) Except in the case of injury to life, body and health or wilful or grossly negligent behaviour on the part of THE ANSWER CLUB, its employees or vicarious agents, liability shall be limited to the damages typically foreseeable at the time of conclusion of the contract and otherwise to the amount of average damages typical for the contract. This also applies to indirect damages, in particular loss of profit.

(4) THE ANSWER CLUB is not liable for damages of any kind caused by loss of data on the servers, except in the case of gross negligence or wilful misconduct on the part of THE ANSWER CLUB, its employees or vicarious agents.

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

# § 23 Inclusion of the participation plan

(1) THE ANSWER CLUB Participant Plan – attached as Annex 1 – and the provisions contained therein are also expressly part of the Sales Partner Agreement. The Sales Partner must always comply with these requirements in accordance with the respective valid version.

(2) By sending the application for the conclusion of the sales partnership to THE ANSWER CLUB, the sales partner also assures that he/she has taken note of the THE ANSWER CLUB membership plan and accepts it as an integral part of the contract.

(3) THE ANSWER CLUB is authorised to amend the THE ANSWER CLUB Membership Plan in accordance with § 26 paragraph (1).

# § 24 Limitation period

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

# § 25 Applicable law/jurisdiction

(1) The law of the registered office of THE ANSWER CLUB shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of the country in which the sales partner has his/her habitual residence shall remain unaffected.

(2) If the sales partner is a merchant or a corporation under public law, or has no general place of jurisdiction in Germany or moves his/her place of residence abroad after conclusion of the contract or his/her place of residence is unknown at the time the action is filed, the place of jurisdiction and place of fulfilment shall be the registered office of THE ANSWER CLUB.

# § 26 Final regulations

(1) THE ANSWER CLUB is authorised to amend this contract, these General Terms and Conditions and/or the participation plan if this is necessary for economic reasons or legal changes. THE ANSWER CLUB will announce changes with a notice period of 30 days before the change comes into effect, specifically naming the future contract change via e-mail or in the sales partner's back office. The sales partner has the right to object to the change or to terminate the contract in text form without observing a cancellation period as of the effective date of the change. In the event of an objection, THE ANSWER CLUB is entitled to terminate the contract with due notice. If the sales partner does not terminate the contract or does not object to the change before the change comes into force, the changes shall come into force from the date stated in the change notice. THE ANSWER CLUB is obliged to point out the significance of its silence to the sales partner in the notice of amendment.

(2) Otherwise, amendments or additions to these General Terms and Conditions of Contract must be made in writing. This also applies to the cancellation of the written form requirement.

(3) If these General Terms and Conditions of Contract are translated into another language and there are inconsistencies in any provision between the German and the translated version of the General Terms and Conditions of Contract, the German version shall always take precedence.

(4) If a clause of these General Terms and Conditions is invalid or incomplete, the entire contract shall not be invalid. Rather, the ineffective clause shall be replaced by a clause that is effective and comes closest to the economic purpose of the ineffective clause. The same shall apply when closing a loophole requiring regulation.

Status of the General Terms and Conditions of Contract: 11/03/2024

The participation plan follows as Annex 1.

Appendix 1

**Participation plan**