

General contracting conditions AU Partners International Limited

Preamble / Ethical Rules

General terms and conditions for activities as an independent Affiliate of AU Partners International Limited, 42 Shelton Enterprise Center, Bedford Street, Stoke-On-Trent, London ST1 4PZ, represented by its managing director Mr. James Wendell Browne, with the same business address, email address: info@gmaacademy.com

Ethical rules for dealing with consumers.

Our Affiliates honestly and sincerely advise their Affiliates and clarify any misunderstandings regarding goods, business opportunities or other statements during counselling sessions.

Affiliates present themselves unsolicited and truthful by name and as an Affiliate of AU Partners International Limited in personal and telephone contact with consumers at the beginning of the sales conversation. They also disclose the business purpose of their visit or call at the beginning of the sales talk and make it clear what goods or services are to be offered. At the wish of the Affiliate, we forego the sales talk, to postpone the conversation or discontinue any conversation already started in a friendly manner. Affiliates never behave intrusively. In particular, visits and telephone contacts must take place at appropriate times, unless the consumer expressly requests otherwise. The companies or their Affiliates call a consumer for advertising purposes only with their prior express consent. The phone number of the caller is to be transmitted. During a customer contact the Affiliate informs the consumer about all points concerning the goods offered and - at the request of the consumer - the distribution possibilities.

All information about the goods must be comprehensive and truthful. An Affiliate is prohibited from making misleading statements or even promises in any form regarding the goods. An Affiliate may not give statements about goods, their prices or contract terms, unless they have been released by AU Partners International limited. Affiliates shall only refer to letters of recommendation, test results or other persons for business purposes to the consumer when so authorised by both the referee and AU Partners International limited. These statements must be accurate and not outdated. In addition, letters of recommendation, tests and personal references must always be related to their intended purpose.

Consumers shall not be prompted to accept products by dubious and / or misleading promises, or by promises of special benefits, if such benefits are linked to uncertain future achievements. Affiliates shall refrain from anything that could cause the consumer to accept the offer only as a personal favour to the seller, to discontinue any unwanted conversation or to obtain an advantage, which is not the subject of the offer or to demonstrate gratitude for the benefit of such an advantage.

An Affiliate must not disclose his or her compensation or the potential compensation of other Affiliates. Furthermore, an Affiliate must not guarantee any compensation, promise or otherwise create expectations.

Affiliates must be considerate when dealing with commercially inexperienced individuals and never use their age, illness or limited discretion to induce them to enter into a contract. When dealing with so-called socially underprivileged or foreign populations, Affiliates shall give due consideration to their financial capacity and their cognitive and linguistic capabilities and refrain in particular from anything which could cause members of such groups to place orders not commensurate with their circumstances.

Ethical rules for dealing with affiliates

Affiliates must always treat each other fairly and respectfully. The above also applies to dealing with Affiliates of other competitors, affiliate systems, other network marketing companies, party distribution companies or other direct marketing companies.

New Affiliates must be truthfully informed of their rights and obligations. Information on possible sales and employment opportunities are to be omitted.

Affiliates shall not give any verbal assurances regarding goods and services provided by AU Partners International limited.

Affiliates are not allowed to motivate other Affiliates to change to a sponsor within AU Partners International limited. The duties specified in the following General Terms and Conditions must always be observed as ethical rules.

Ethical rules for dealing with other companies Affiliates of AU Partners International limited shall always be fair and honest to other competitors or other companies in affiliate marketing, network marketing, party distribution or other direct sales companies. Systematic head-hunting of Affiliates of other companies is not permitted. Depreciatory, misleading or unfair comparative statements about goods or distribution systems of other companies are prohibited.

Based on our company's ethical rules mentioned above, the following section is intended to familiarise you with AU Partners International limited General Terms for Contractors.

§ 1 Scope

(1) The following General Terms for Contractors are part of all affiliate contracts between AU Partners International limited, represented by its managing director Mr. James Wendell Browne, with the same business address, email address: info@gmaacademy.com and independent and self-employed Affiliates. It is intended to form the basis of a collaborative, fair and successful business relationship.

(2) AU Partners International limited provides its services solely on the basis of these terms and conditions.

§ 2 Subject of contract

(1) AU Partners International limited markets high quality services and products and other AU Partners International limited products (hereinafter referred to as "goods") using a concept of affiliates and direct sales Affiliates, who act as agents to sell goods for AU Partners International limited. Therefore, agency sale of goods forms the basis of the business for an Affiliate. Affiliates are not required to assume financial expenses exceeding the annual service charge (see § 6) or to purchase a minimum number of goods or other services from AU Partners International limited or to solicit other Affiliates to their assume activities and earn commissions. Only registration is required. Affiliates receive an appropriate agency commission for their work in accordance with § 13.

(2) Additionally, there is the possibility, but not the obligation, to promote other Affiliates. For this activity, the Affiliate receives an appropriate commission on the product sales of the promoted Affiliate upon reaching the required qualifications in accordance with § 13. However, for mere promotion of a new Affiliates, no commission is explicitly paid. The commission as well as the method of payment depends on the current marketing plan.

(3) After successful registration, AU Partners International limited provides the Affiliate training and personalised promotional tools as well as an online back office plus landing page and associated app, including user rights within the meaning of § 6 (1). The aforementioned services enable the Affiliate, among other things, to have an always up-to-date and comprehensive overview of his sales, commission claims, billing as well as Affiliate and downline developments. Affiliates has the option of using the landing page to promote AU Partners International limited goods.

§ 3 General conditions for concluding contract

(1) It is possible to conclude contracts with corporations, partnerships or individuals who have reached the age of 18 years and entrepreneurs, in possession of a trade license (e.g. business license) (wherever necessary). Contracts with consumers is not possible. Only one affiliate application is accepted per natural person, partnership (e.g. GbR, OHG, KG) or corporation (e.g. AG, GmbH, Ltd.). Natural persons shall not be entitled to additionally become shareholders in a partnership or corporation or otherwise register indirectly more than once.

(2) Insofar as a corporation submits an affiliate application, the corresponding commercial register extract for registration as well as VAT identification number and, if not available, tax number must be submitted in copy. All shareholders and, if applicable, also shareholders of shareholders, if a shareholder is also a corporation or a partnership, must be named, be at least 18 years old and sign the application. The shareholders are personally liable to AU Partners International limited for the conduct of the corporation.

(3) In the case of partnerships, the relevant certificate of registration of the commercial register and the VAT registration number are to be submitted in copy, if available. All shareholders and, if applicable, also the shareholders of shareholders, if a shareholder is also a corporation or a partnership, must be named, be at least 18 years old and sign the application. The shareholders are personally liable to AU Partners International limited for the conduct of the partnership.

(4) If a spouse or a partner of registered civil partnerships of an Affiliate wishes to be an Affiliate of AU Partners International limited, the spouse or life partner must be active in the same sales line under the same sponsor as the other spouse or life partner.

(5) If purchase orders or order forms are used, these are considered to be part of the contract.

(6) Affiliates can register online to become an Affiliate with AU Partners International limited. With the registration the Affiliate is obliged to fully and correctly complete the affiliate application and then to submit the application to AU Partners International limited by means of the specified method. In addition, the Affiliate agrees to accept these General Terms and Conditions as acknowledged and accepts them as an integral part of the contract.

(7) AU Partners International limited reserves the right to refuse affiliate applications in its sole discretion without any justification.

(8) In the event of a breach of the obligations set forth in subsections (1) to 4) and (6) sentence 1, AU Partners International limited is entitled without prior warning to terminate the affiliate contract without notice. In addition, AU Partners International limited shall reserve the right to claim further compensation in this case of termination without notice.

§ 4 Status of the Affiliate as entrepreneur

(1) Affiliates act as a self-employed and independent entrepreneurs. The parties agree that the Affiliate initially works part-time. The affiliate is neither an employee nor a sales representative, franchisee or agent of AU Partners International limited. There are no sales targets, purchase or other duties. Affiliates are not subject to any instructions of AU Partners International limited, with the exception of the contractual obligations, and bear the full entrepreneurial risks of their business activity, including the obligation to pay all own business costs. Affiliates must - as far as necessary - set up and operate their business in the sense of proper businessmen, including - as far as necessary - operation of their own office space or workplace managed in the sense of a proper businessman. Affiliates declare and warrant that they meet all legal requirements and regulatory requirements to commercially recommend precious metal sales in their country and to offer AU Partners International Limited contractual products.

(2) Affiliates are self-employed as an independent entrepreneur for the compliance with the relevant statutory provisions, including the tax and social legislation (e.g. obtaining a VAT registration number or registration of their employees with social insurance, as well as for obtaining a business license, if necessary). In this respect, the Affiliate assures that all commission income that they earn in the course of their work for AU Partners International Limited is duly taxed at their registered office. AU Partners International Limited reserves the right to deduct the respective amount for taxes and duties from the agreed commission or to demand damages or reimbursement of expenses incurred by a breach of the aforementioned provisions, unless Affiliates are not responsible for the damage or expense. AU Partners International Limited shall not pay any social insurance contributions for the Affiliates.

(3) Affiliates declare that they - in addition to the affiliate activity for AU Partners International Limited - are active for third parties to a significant extent. If the Affiliate is or becomes active for AU Partners International Limited exclusively or predominantly, they shall be obliged to inform AU Partners International Limited immediately and to make an application for the exemption from social insurance contributions to the competent institutions, if necessary. If an exemption is not possible, the Affiliate must inform AU Partners International Limited immediately. If they fail to do so, AU Partners International Limited shall be entitled, even after the termination of this contract, to have the Affiliate refund the social insurance contributions that have subsequently been paid to him.

§ 5 Voluntary contractual cancellation policy

You register with AU Partners International Limited as an entrepreneur and not as a consumer. Therefore, you have no legal right of revocation. Nonetheless, AU Partners International Limited grants you the following voluntary 14-day contractual right of revocation.

Voluntary right of revocation.

You may cancel your contract within 14 days in writing (by letter or email) without giving reasons to the address or email address specified in § 1. The period begins with

submission of the affiliate application. Timely dispatch (date of the postmark / email) of the revocation is sufficient to maintain the revocation period.

Revocation consequences.

After your revocation, you can return to AU Partners International Limited all acquired unwrapped and saleable goods and other chargeable services against reimbursement of the payments for it made in full. The return must be accomplished at the expense and risk of the Affiliate. Upon receipt of the returned goods and inspection for defects, unopened and resalable condition, the purchase price will be redeemed at 100%.

After the revocation of their previous position, an Affiliate can register again with another sponsor at AU Partners International Limited. The condition is that revocation for the previous position of the Affiliate took place at least 12 months ago and the revoking Affiliate did not perform activities for AU Partners International Limited during this time.

§ 6 Activation fee / Usage of the back office and the Landing Page / Service fee

(1) Affiliates acquire the right to use the back-office and the landing page (including the associated app) for the respective period of 12 months.

(2) The user right to the back offices and the landing page provided is a simple, non-transferable right of use related to the specific back office; the Affiliate has no right to change, edit or otherwise redesign the back office nor any right to grant sub licenses.

(3) For use as well as for maintenance, management, support and care of the back office and the landing page, AU Partners International Limited charges an annual non-commissioned service fee, which is due and payable at the end of each contract period.

§ 7 Obligations of affiliates

(1) Affiliates are obliged to protect their personal passwords and login codes against access by third parties and to inform AU Partners International Limited immediately regarding changes in contractual data.

(2) Affiliates are prohibited to infringe competition law, the rights of AU Partners International Limited, its Affiliates, affiliated companies or other third parties, harass third parties or otherwise violate the law during their activities. In particular, this applies to prohibition of illegal telephone advertising and sending unwanted or unsolicited promotional emails, advertising faxes or promotional text messages (spam) as well as social media spam or other unauthorised messages forms.

(3) Special advertising policies

(a) Affiliates shall not be allowed to indicate details of their income from AU Partners International Limited at any point on any advertising. In fact, there is always the obligation to expressly inform potential Affiliates in the context of initial discussions that it is possible to attain income only by means of very intensive and continuous work.

(b) Sales and marketing activities shall not misrepresent commissions which are to be understood as a "headline bonus" or other commission in connection with mere promotion of a new Affiliate or otherwise perform acts that give the impression that the advertised distribution system is an unlawful marketing system, namely an illegal progressive snow ball system or pyramid scheme or a fraudulent marketing system. They must not give the impression that the purchase of goods is required in order to be active for AU Partners International Limited as an Affiliate.

(c) Sales and marketing activities shall not be directed to minors or inexperienced persons and shall in no case take advantage of their age, illness or limited discretion to induce consumers to conclude a contract. Regarding contacts with so-called socially underprivileged or foreign populations, the Affiliates duly consider their financial capacity and their cognitive and linguistic capability and refrain in particular from everything which could cause members of such groups to place orders not commensurate with their circumstances.

(d) No distribution and marketing activities shall be undertaken which are inappropriate, illegal or unsafe, or which exert unacceptable pressure on selected consumers.

(e) Affiliates shall provide letters of recommendation, test results, references or other persons for business purposes to customers as references only when they are officially authorised by both the referee and AU Partners International Limited and are accurate and not out of date. In addition, letters of recommendation, tests and personal references must always be related to their intended purpose.

(f) Consumers are not prompted to accept products by dubious and / or misleading promises, nor by promises of special benefits, if such benefits are linked to uncertain future achievements. Affiliates will refrain from anything that could cause the consumer to accept the offer solely as a personal favour to the seller, to stop an unwanted conversation or to obtain an advantage, which is not the subject of the offer or to demonstrate gratitude for the benefit of such an advantage.

(g) An Affiliate shall not assert that AU Partners International Limited marketing plan or merchandise is approved or authorised by a government agency or deemed to be lawful by a law firm.

(h) Due to strict regulations regarding the offer of precious metals, only the advertising material offered on the AU Partners International Limited website or in the back office or elsewhere shall be used.

(i) AU Partners International Limited product or other contractors may only be named or otherwise used by the Affiliate in advertising, provided that such Affiliates are named on AU Partners International Limited official advertising material and, in this case, only according to and to the extent of such official advertising material.

(4) The use, production and distribution of own websites, sales documents, sales concepts, price lists, product samples, own product brochures, video content, audio content, the creation of own websites including professional social media business presentations or other self-produced sales or advertising material, as well as the change in the landing page provided to Affiliates are permissible only with the prior express written consent of AU Partners International Limited which will be granted at AU Partners International Limited discretion. It is always prohibited for multiple affiliates to manage one website, one Internet portal, one social media presence or operate any other online application. In the event that the Affiliate promotes the goods of AU Partners International Limited in other Internet media such as social networks (e.g. Facebook or Instagram), online blogs or chat rooms (e.g. WhatsApp or Snapchat), they may only use the official advertising messages, must easily recognisable (anonymous postings or postings using a pseudonym is prohibited) identify himself/herself with their full name and may not at any point provide details of their income or earning potential with AU Partners International Limited or advertise for an activity with AU Partners International Limited as an employee or similar as well as advertising only within the scope of their own private social media channels secondarily and additionally and may not create any professional social media business appearance. Sales of goods may only be made via the "landing pages" provided by AU Partners International Limited.

(5) AU Partners International Limited goods may be revocable presented and sold by the Affiliate within the scope of applicable law in private discussions, home parties, online home parties, online networking events and/or online conferences. AU Partners International Limited goods shall not be offered on other selling places, in particular stores (such as supermarkets, gas stations, newsstands, restaurants or retail stores), Internet trading platforms such as eBay, Amazon, TV sales shows, via telemarketing, Teletext marketing or via comparable sales channels.

(6) Affiliates are always prohibited from selling or otherwise marketing their own marketing and/or sales documents, training or lead generation tools or other services related to the business of AU Partners International Limited to other AU Partners International Limited affiliates.

(7) In addition, the Affiliate may present the goods only at trade fairs and exhibitions after written consent granted by AU Partners International Limited.

(8) Affiliates shall not give the impression in business dealings that they are acting on behalf of or in the name of AU Partners International Limited. In fact, they are obliged to introduce themselves as an "independent AU Partners International Limited Affiliate". Internet homepages, stationery, business cards, car graphics as well as advertisements, advertising material and the like must in principle have the suffix "non- dependent AU Partners International Limited Affiliate" and may not include the sign AU Partners International Limited and/or the brands, work titles, business names and other signs of AU Partners International Limited. In addition, Affiliates are prohibited from applying for or receiving loans on behalf of AU Partners International Limited for or in the interest of or on behalf of the company, to incur any expenses, to enter into obligations, to open bank accounts, to conclude other contracts or to submit otherwise binding declarations of intent. Affiliates are not authorised to accept money for AU Partners International Limited. Customers cannot execute payment to the Affiliate in a manner of discharge of liability. They are not granted power to collect debts or power of attorney to represent AU Partners International

Limited to third parties. Similarly, the Affiliate shall be responsible for fulfilment of any liabilities of an intermediary business.

(9) In the course of trade, the Affiliate shall not be authorised to name competitive brands or companies in a negative, disparaging or otherwise unlawful manner or to rate other companies negatively or disparagingly or to use negative, disparaging or otherwise illegal reviews to entice Affiliates of other companies.

(10) All presentation, advertising, training and film materials, product labels, etc. (including photographs) of AU Partners International Limited are protected by copyright. Affiliates shall not be entitled to reproduce, disseminate, make publicly available or edit such in whole or in part without prior express written consent from AU Partners International Limited.

(11) The use of the AU Partners International Limited trademark and/or the marks, work titles and business designations and other distinguishing marks of AU Partners International Limited is also permitted only with express prior written consent. This also applies to registration of Internet domains. AU Partners International Limited may require that Internet domains using the name AU Partners International Limited and/or brands, work titles and business names and other marks of AU Partners International Limited without written consent by AU Partners International Limited be deleted and/or transferred to AU Partners International Limited. The pure acquisition costs of the provider, but not other costs or licenses or other compensation for the domain, will be assumed by AU Partners International Limited in the event of a takeover. Furthermore, the registration of the affiliate's own trademarks, work titles or other property rights containing a trademark or product name, work title or business name of AU Partners International Limited that may be registered or otherwise protected in another country/territory is prohibited. The aforementioned prohibition applies to identical as well as similar marks or goods. It is also prohibited to use marks, brands, work titles or other user rights of AU Partners International Limited in so-called search engine advertising (e.g. GoolgeAdWords), sponsored links advertising, internet advertising space marketing or comparable online promotional actions. Finally, transfer and/or repackaging of AU Partners International Limited goods is prohibited.

(12) Affiliates can re-register with AU Partners International Limited upon termination of their previous position. The condition is that the cancellation and confirmation of the cancellation by AU Partners International Limited for the previous position of the Affiliate took place at least 12 months previously and the terminating Affiliate has not performed any activities for AU Partners International Limited during the interim.

(13) Affiliates are not allowed to respond to press inquiries regarding AU Partners International Limited, their goods, the AU Partners International Limited marketing plan or any other AU Partners International Limited services. Affiliates are obliged to forward all press inquiries to AU Partners International Limited immediately.

(14) Affiliates shall be obliged to ensure, as far as possible, that the customer data obtained through sales services are used exclusively in the context of their activities for AU Partners International Limited and, in particular, are not forwarded to third parties and/or used for third party services.

(15) Affiliates may only advertise and distribute AU Partners International Limited services or gain new Affiliates in such states officially opened by AU Partners International Limited. It is not permissible to act as AU Partners International Limited subsidiary, importer or exporter or similar or to establish corresponding business enterprises in a country.

(16) Affiliates may not give gifts or other benefits to AU Partners International Limited employees.

(17) AU Partners International Limited allows Affiliates to purchase the goods for personal needs or the needs of family members. Affiliates, themselves or members of their family, may not, under any circumstances, induce other Affiliates to purchase goods in bulk quantities for personal use that may unduly exceed personal use within a household.

(18) Affiliates shall inform AU Partners International Limited of the location, time and content of promotional events for the general public in good time prior to publication of the invitation. AU Partners International Limited may demand changes or cancellation of the event, if necessary in the interest of the company and the AU Partners International Limited sales organisation, together with its members.

(19) Use of telephone numbers subject to charges for AU Partners International Limited marketing activities or products is not permitted.

(20) Affiliates shall be obliged to immediately and truthfully report violations of the General Affiliate Terms and Conditions and the AU Partners International Limited Code of Conduct and any other provisions of the company to AU Partners International Limited.

§ 8 Non-competition / Auction

(1) Affiliates are permitted to market goods and/or services for other companies, including marketing companies, party distribution companies or other direct distribution companies, even if they are competitors.

(2) Notwithstanding the permission specified in paragraph 1, Affiliates are not permitted to distribute products or services from other companies as well as advertising materials and comparable contents for the operation of AU Partners International Limited business to other AU Partners International Limited Affiliates.

(3) If Affiliates are active simultaneously on behalf of several companies, including network marketing companies, party distribution companies or other direct sales companies, they shall be obligated to organise the respective activity (together with their respective downline) in such a manner that there is no connection or mixture with their activity for the other companies. In particular, Affiliates may not offer products other than AU Partners International Limited products at the same time in the same place or in close proximity or on the same website, Facebook page, other social media platform or Internet platform.

(4) In addition, Affiliates are prohibited from enticing other AU Partners International Limited Affiliates to distribute other products.

(5) In addition, Affiliates are prohibited from violating any affiliate or other distribution agreement that they have concluded with other companies and whose terms will take effect.

§ 9 Secrecy

Affiliates must maintain absolute secrecy regarding the business and trade secrets of AU Partners International Limited and its structure. These business and trade secrets include particularly information regarding downline activities and rankings as well as downline genealogy and information contained there in, Affiliate, customer and contract partner data as well as information regarding business relationships of AU Partners International Limited and its affiliated companies and other providers and suppliers. This obligation continues even after termination of the affiliate contract.

§ 10 Affiliate protection/ No territorial protection

(1) Active Affiliates who first gain a new Affiliate to distribute AU Partners International Limited products will have the new Affiliate assigned to their structure in accordance with the marketing plan and placement requirements (affiliate protection). The date and time the registration application from the new Affiliate to AU Partners International Limited is received shall apply for allocation. It is not possible to change the "placement position" of a directly or indirectly sponsored partner.

(2) AU Partners International Limited shall be entitled to delete any personal information, including the email address of a sponsored Affiliate, from its system when advertising mail, letter or emails are returned with messages indicating "moved to a new address", "deceased", "not accepted", "unknown" or similar and the new solicited Affiliate or sponsor does not correct the incorrect data on the newly recruited Affiliate within a reasonable period of 14 days. AU Partners International Limited shall be entitled to reclaim costs incurred due to undeliverable advertising mailings and parcels, unless incorrect delivery was made without fault.

(3) Furthermore, cross-line sponsoring and the attempt to do so within the company is prohibited. Crossline sponsoring means acquisition of a natural person or corporation or a partnership that is already an Affiliate with AU Partners International Limited in another distribution line or had an affiliate contract within the last 12 months. In this respect it is also prohibited to use the name of the spouse, relatives, trade names, corporations, personal companies, trust companies or other third parties in order to circumvent this provision.

(4) Bonus manipulation is prohibited. In particular, this includes sponsoring of Affiliates who do not actually engage in AU Partners International Limited business (so-called straw men), as well as open or disguised multiple registrations, provided that this is prohibited. It is also prohibited to use the name of the spouse, relatives, trade names, corporations, partnerships, trust companies or other third parties in order to circumvent this provision. It is also prohibited to induce third parties to sell or buy goods in order to achieve a better position in the marketing plan, to manipulate the group bonus or otherwise to cause a bonus manipulation.

(5) Affiliates are not entitled to territorial protection.

§ 11 Warning / Contractual penalty / Damages / Exemption from liability

(1) Violating the duties of Affiliates as regulated in § 7 will result in a written warning by

AU Partners International Limited setting a period of 10 days to rectify the violation. Affiliates shall be obligated to reimburse the warning costs, in particular any attorney fees incurred for the warning.

(2) Express reference is made to § 16 paragraph (2) which gives AU Partners International Limited the right to extraordinary termination without prior warning in the event of a breach of the duties regulated in §§ 8, 9 and 10 (3) and (4), 18 (3) and 19 as well as in the event of a particularly serious violation of the duties regulated in § 7, other valid contractual or statutory rights, but – at its own discretion - also the measures under § 11 (1) in the event of a first time breach of duty.

Notwithstanding the immediate extraordinary right of termination set forth in § 16 (2), in individual cases and at its own discretion, AU Partners International Limited shall have the right to issue a warning within the meaning of subsection (1), including a shortened remedial period, before notice of an extraordinary termination.

(3) If the same breach or essentially the same breach occurs again after the expiration of the remedial period set by the warning or the originally warned breach is not corrected, a contractual penalty will be applied immediately at the discretion of AU Partners International Limited and to be verified by the competent court. Affiliates shall be obliged to pay further attorney's fees incurred for enforcing the contractual penalty.

(4) Regardless of the forfeited contractual penalty, the Affiliate also shall be liable for all damages caused to AU Partners International Limited by a breach of duty on the part of the Affiliate, unless is the affiliate is not responsible for such breach of duty.

(5) Affiliates shall indemnify AU Partners International Limited from all liability in the event of a claim by a third party for violation of one of the contractually regulated obligations or any other violation of the law by the Affiliate on the first request made by AU Partners International Limited. In particular, in this respect, the Affiliate shall be obligated to assume all costs, particularly legal fees, court costs and damages, incurred by AU Partners International Limited in this context.

§ 12 Adjustment of prices and commissions AU Partners International Limited reserves the right, especially with regard to changes in the market situation and/or license structure, to change the prices to be paid by the Affiliate or the commission shares allocated to the services, the marketing plan or user fees at the beginning of a new accounting period. AU Partners International Limited shall inform the Affiliate of the change within a reasonable period of time prior to such change. Increases in prices by more than 5% or changes in the marketing plan at the expense of the Affiliate shall entitle the Affiliate to object to the change. If the affiliate does not object to the changed conditions within one month of the announcement, such changes shall become a part of the contract. Changes known on the date of the affiliate contract are not subject to notification and shall not establish a right of objection of the Affiliate. In the event of an objection, AU Partners International Limited shall be entitled to terminate the contract at the time when the amended or supplementary terms and conditions come into effect.

§ 13 Remuneration, commissions and billing

(1) Upon achieving the requirements necessary for an “activity” as well as upon achieving the necessary quality requirements, the Affiliate shall receive appropriate commissions resulting from the AU Partners International Limited marketing plan /attached as Annex 1 and also available in the back office), including the respective activity and qualification requirement, as compensation for a successful placement. Payment of the fee covers all costs of the Affiliate for the maintenance and execution of their business, unless otherwise agreed by contract.

(2) Successful placement within the meaning of (1) of this contract exists only when the contractual relationship between the customer and AU Partners International Limited has become effective and the customer has not revoked his application for conclusion of a contract, in particular according to the provisions on distance or doorstep sales. Furthermore, a claim for compensation shall arise only when payment by the customer is unconditionally credited to AU Partners International Limited's account and all other payment conditions are met.

(3) Commissions cannot be claimed under the following specific conditions if

- a.) the customer exercises his right of revocation,
- b.) the contract is legally challenged by the customer,
- c.) the customer order has been placed illegally,
- d.) AU Partners International Limited refuses to accept the contract,
- e.) faulty, incomplete customer orders are submitted.

In addition, commissions cannot be claimed in cases of fraudulent placement, either by fraudulent or abusive actions of the customer, the Affiliate or its agents.

(4) AU Partners International Limited reserves the right to make an identity check of the Affiliate in the course of the registration, at least prior the first payment of commissions as proof of identity of the acting person/persons for corporations or partnerships by uploading a copy of the identity card or passport in the back office of AU Partners International Limited. In addition, AU Partners International Limited shall reserve right to present a current copy (not older than one month) of the trade register excerpt when registered in the commercial register.

(5) Commissions of the Affiliate are credited daily and paid every 14 days and - provided a different account was not explicitly accepted separately by AU Partners International Limited in writing - may be paid only to accounts in the name of the affiliate or a partnership or a corporation with a contractual relationship with AU Partners International Limited. Payments cannot be made to external accounts or to a bank account.

(6) The contracting parties agree that a right does not exist to assert or claim commissions higher than the commission forming the basis of this contract. The commission covers all claims of the CP, in particular all travel costs, expenses, office costs, telephone costs or other expenses for advertising materials, as well as all other costs associated with performance of the contract. With the payment of the remuneration according to (1) all services of the Affiliate are also compensated, especially for the production and maintenance of the affiliate inventory, the customer stock as well as the resulting future market potential and exist in terms of an advance payment for this. Therefore, in case of termination of the contract, by either party for whatever reason, compensation and/or compensation claims shall not be made by AU Partners International Limited for any legal reason whatsoever. Reference is made to § 16 (5).

(7) AU Partners International Limited is entitled to claim a right of retention in accordance with the statutory provisions. In addition, AU Partners International Limited is entitled to claim a right of retention due to payment of commissions, if all contractually or legally required documents are not available before initial payment is due. In the event that the right of retention of commission payments is exercised by AU Partners International Limited, it is agreed that Affiliates are not entitled to any interest for the period of the commission retention.

(8) In the event of so-called chargebacks, reversals, remittances, recession or comparable chargebacks (e.g. credit card payments) of payments already made by the customer, AU Partners International Limited shall be entitled to claim the commissions already paid to the Affiliate in such cases and to settle such claims with future commission distributions, if necessary. The same applies in the case of criminally relevant or other unlawful acts by the Affiliate or by the customer (for example, but not conclusive: on presentation of false documents, use of credit cards obtain through theft or other illegal means). If the customer discontinues payments for instalment agreements before reaching the order amount and then demands the pro rata refund of the agio which forms the assessment basis for the order amount, the commission claims of the business partner shall be reduced proportionally to the actual amount of the order. The overpaid commission can be redebited to the business partner. AU Partners International Limited is also entitled to fully or partially offset claims with commission claims held by AU Partners International Limited against commission claims of the Affiliate. Affiliates are entitled to offset if the counterclaims are undisputed or legally binding.

(9) Assignments and pledges of claims of the Affiliate under affiliate agreements are excluded, unless prohibited by mandatory law. It is not permissible to assign rights ensuing from the contract to third parties, unless proscribed by mandatory law.

(10) Affiliates will immediately check the bills issued and immediately notify AU Partners International Limited of any objections. All commission claims result from the current marketing plan, which the Affiliate can call up in his back office, and can be viewed in the back office. Incorrect commissions, bonuses or other payments must be reported in writing to AU Partners International Limited within 6 days of the incorrect payment. After this time, all commissions, bonuses or other payment shall be considered as approved.

(11) The commissions are paid each month upon specific request by the affiliate in consideration of the AU Partners International Limited payment terms and payment modes. AU Partners International Limited reserves the right to transfer commissions only after reaching a minimum total amount of 50.00 €. In the event that the minimum payment amount is not reached, the commission claims remain on the business account kept for the Affiliate at AU Partners International Limited and will be paid to the Affiliate in the following months after reaching the minimum payment amount.

§ 14 Suspension of an affiliate

(1) In the event that an Affiliate does not provide the requested evidence within 30 days of

becoming aware of the requirements for payment of remuneration and/or commission payments or other payments, AU Partners International Limited shall have the right to temporarily suspend the Affiliate in the AU Partners International Limited system until the required records/documents are provided. The period of a suspension does not entitle the Affiliate to extraordinary termination and does entitle the affiliate to repayment of the starter set already paid, or any other claim for damages, unless is the affiliate is not responsible for the suspension.

(2) Each time it is necessary for AU Partners International Limited to issue a reminder for failure to submit documents within the sense of (1), AU Partners International Limited shall be entitled to compensation for the costs required for such reminder notification.

(3) Remuneration, commission advances or other payments that cannot be paid due to the above reasons shall be booked by AU Partners International Limited as non-interest-bearing reserves and fall under the statute of limitations prescribed by law.

(4) Irrespective of the reasons for suspension referred to in paragraph (1), AU Partners International Limited reserves the right of suspension for important reason. In particular, AU Partners International Limited reserves the right to disable access by the Affiliate to the back office and other AU Partners International Limited systems without observing any notice period if the Affiliate has violated the duties set forth in §§ 7 - 9 and § 10, sections 3 and 4 or any other applicable law. Such suspension shall remain in effect until the breach of duty is rectified upon a corresponding warning from AU Partners International Limited. If it is a serious breach of duty, leading to extraordinary termination of the contractual relationship, the suspension shall remain permanently.

§ 15 Contract period / Contract termination

(1) The affiliate contract is agreed for a period of 12 months. The contract shall renew automatically for 12 months, unless terminated and the partner pays its annual service fee within the meaning of § 6 (2) prior the end of the contract, whereby the fee shall be debited from the credit account of the Affiliate 30 days before the end of the contract, subject to appropriate funds, and the express agreement of the Affiliate. If the Affiliate does not pay the aforementioned fee within 30 days after the end of the respective contract term and/or it is not possible to debit the amount from the credit account, the contract shall terminated automatically. Moreover the contract may be properly terminated in writing by the Affiliate at the end of the month by giving notice at any time during the month.

(2) Notwithstanding the reason of termination in (1), both parties have the right to terminate the affiliate agreement for exceptional reasons. An exceptional reason for termination by AU Partners International Limited also exists in the event of a breach of one of the duties regulated in § 7 if the Affiliate fails to comply with their duty to remedy in due time or if the same or comparable breach takes place at a later time after the breach of duty was remedied. 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 a particularly serious violation of § 7 or other applicable contractual or statutory law, AU Partners International Limited shall be entitled to extraordinary termination without prior notice. Another reason for extraordinary termination by either party is when insolvency proceedings have been instituted against the other party, or the opening of insolvency has been rejected for lack of assets, or the other party is otherwise insolvent, or has completed an affidavit on insolvency in the course of enforcement. This right to extraordinary termination does not exclude further claims.

(3) AU Partners International Limited also has the right to extraordinary termination of the affiliate contract, when the activity of the Affiliate and/or AU Partners International Limited is restricted or excluded in the field of activity of the Affiliate and/or in a country/country where I the affiliate is active, in particular if a country/country restricts or prohibits the import and/or export of precious metals (e.g. gold).

(4) After termination of a contract with regular notice, renewed conclusion of the contract is possible after a period of at least 12 months. In the event of termination of the contract by transfer of the structure in accordance with § 18 (3), registration under the former structure / organisation is no longer possible.

(5) Upon termination of the contract, Affiliates are no longer entitled to commissions. This does not apply to contracts already successfully concluded at this time. The right to such commissions remains unaffected. Furthermore, Affiliates are not entitled to sales agent indemnification payment claims since Affiliates are not a sales representative within the meaning of the Commercial Code in accordance with § 4 (1).

(6) Terminations will be accepted in written form only, whereby ordinary notification can also be made by email.

(7) If an Affiliate simultaneously claims other services from AU Partners International Limited which are independent of the Affiliate Contract, these services shall remain unaffected and in force upon the termination of the Affiliate Contract, provided that the Affiliate expressly requests the termination thereof upon termination of the contract. If the Affiliate continues to receive AU Partners International Limited services after the termination of the contract, they will be considered as a normal customer.

(8) After a notice of termination for important reason, AU Partners International Limited shall be entitled to set the account of the Affiliate to the so-called 'read only' status and/or to cancel this status at any time. In read-only status, the Affiliate cannot change the profile data in the account, and no future commissions from that account will be paid; however, the Affiliate can still log in, but cannot acquire and sign up customers or generate new commissions. Any compensation claims of the Affiliate shall remain unaffected until the end of the contract and will be paid in accordance with the terms of these General Terms and Conditions.

(9) In the event of early termination of a contract with a minimum period, there is no right to reimbursement of the cost for the activation or service charge, unless the Affiliate has terminated the contract effectively for an important reason.

§ 16 Data protection duties of the Affiliate

Affiliates are prohibited from disclosing, storing or using any end user's personal or customer-specific data which becomes known to them beyond the contractual rights and/or specifications.

§ 17 Transfer of business operations / Sponsored structure to third parties / Death of Affiliate

(1) AU Partners International Limited may transfer all or a part of its business or individual assets to third parties at any time, provided the acquirer complies with the applicable law.

(2) When a new corporation or partnership registered as an Affiliate wishes to acquire a new shareholder, this is possible up to a submission of 20% of the company shares, provided the previous shareholder(s) who have applied for the contract partnership also remain shareholders. If a shareholder wishes to withdraw from the corporation or partnership registered as an Affiliate, or if the shares of one or more shareholders amounting to more than 20% are to be transferred to third parties, this action may be permitted only upon appropriate written request on submission of the corresponding notarial deed and in accordance with the terms of this agreement after prior written consent at AU Partners International Limited's sole discretion. AU Partners International Limited charges an administration fee of € 25.00 for processing the aforementioned application. If this requirement is not met, AU Partners International Limited reserves the right to extraordinary termination of the contract of the corporation or partnership registered as an Affiliate.

(3) Affiliates shall be entitled, as far as they are active in terms of the marketing plan, to transfer their sales structure upon reaching the position "Director" for at least 12 consecutive months after prior written consent by AU Partners International Limited and purchase and/or transfer agreement with the third party as well as submission of the third party's affiliate application to AU Partners International Limited, unless AU Partners International Limited has exercised its right of first refusal. Transfer of the distribution structure is only possible to persons who are not Affiliates of AU Partners International Limited at the time of the transfer, have not been Affiliates in the past 12 months and who have not been terminated as an Affiliate by AU Partners International Limited in the past 18 months. For AU Partners International Limited Affiliates, however, transfer or purchase of a distribution structure is not allowed. The approval of AU Partners International Limited, even if it makes no use of its right of first refusal, is otherwise in its free entrepreneurial discretion. Affiliates are obliged to notify AU Partners International Limited in writing of the intended transfer of their distribution structure. AU Partners International Limited has one month from receipt of the written notice to exercise its right of first refusal. If this does not happen, the transfer is permitted after approval by AU Partners International Limited. A sale is only possible within the scope of an ongoing relationship. In the event of termination without notice or a breach of these General Terms and Conditions, the Affiliate's right to sell its own sales organisation shall cease, as well as in the event that the selling Affiliate still owes money to AU Partners International Limited, if it is insolvent or otherwise unable to pay or its assets are seized. If a corporation or partnership is registered as an Affiliate, transfer of the distribution structure is only permitted in compliance with the further requirements of this contract.

(4) The affiliate contract ends at the latest with the death of the Affiliate. The affiliate contract can be inherited in compliance with legal requirements. The heirs must enter into a new affiliate agreement within 6 months of the death, by which they assume the rights and duties of the

testator. If the heir or one of the heirs is already registered as a natural person with AU Partners International Limited as an Affiliate, the heir - since only one position in the marketing plan can be assigned per each natural person - must give up their previous position in the sales structure of AU Partners International Limited or, if the requirements of the AU Partners International Limited § 18 (3) apply, they must transfer one of the two future sales structures to a third party in accordance with § 18 (3). The death must be proven by a death certificate. If there is a will on the inheritance of the affiliate agreement, a notarised copy of the will must be submitted. After unused expiration of the six-month period, all rights and obligations under the contract shall pass to AU Partners International Limited. By way of exception, the six-month period may be extended by an appropriate period on a case-by-case basis, when it is disproportionately short for the heir(s).

(5) In the event that an Affiliate wishes to exercise their future activities under a different name, by a corporation, partnership, as a married couple, registered partnership or other foundation, this is only possible on request, whereby AU Partners International Limited is entitled to reject the application at its discretion.

§ 18 Separation / Dissolution

In the event an Affiliate is registered as a married couple, corporation or partnership terminates their affiliation internally, only one affiliate position remains even after separation, dissolution or other termination of the aforementioned companies. The divorcing spouses/members/partners must agree internally, which spouse/member/partner is to continue the contract and notify AU Partners International Limited by a written notification signed by both parties and notarised or by submission of an appropriate court order. In the event of an internal dispute concerning the consequences of the separation, divorce, dissolution or other termination of the contractual relationship with AU Partners International Limited, AU Partners International Limited reserves the right to extraordinary termination if such dispute results in a neglect of the Affiliate's obligations, a breach of these General Terms and Conditions, or any violation of applicable law or any undue burden on the downline or upline.

§ 19 Consent to use of photographic and audiovisual material, use of records of materials and presentations.

(1) The Affiliate grants AU Partners International Limited the right to acquire or perform photographic and/or audio-visual material with their portrait, voice recordings or statements and quotations from them free of charge in their capacity as an Affiliate. In that regard, by submitting the affiliate application and taking notice of these General Terms and Conditions, the Affiliate expressly agrees to publication, use, duplication and alteration of their quotations, images or recordings.

(2) Affiliates are not permitted to make any audio, video or other recordings of events sponsored by AU Partners International Limited, telephone conferences, speeches or meetings for the purposes of sales, personal or business use. Furthermore, an Affiliate shall not record, make or assemble any audio or video presentations or recordings of AU Partners International Limited events, speeches, telephone conferences or meetings without prior written consent by AU Partners International Limited.

§ 20 Privacy Policy

The AU Partners International Limited data protection regulations apply. Affiliates can review these regulations in our privacy policy document. Upon submitting an affiliate application, affiliates acknowledge and accept these regulations as part of the contract.

§ 21 Disclaimer

(1) AU Partners International Limited shall be liable for damages other than those caused by injury to life, body or health only when such damages are based on intentional or grossly negligent acts or culpable violation of a material contractual obligation (e.g. payment of commission) by AU Partners International Limited, its employees or vicarious agents. This also applies to damages resulting from violation of obligations during contract negotiations as well as from unauthorised actions. Any further liability for damages is excluded.

(2) Liability shall be limited to the typically foreseeable damage at the time of conclusion of the contract, and otherwise to the amount of the average damage typical for the contract, except in the event of injury to life, body or health or intentional or grossly negligent conduct by AU Partners International Limited, its employees or vicarious agents. This also applies to indirect damages, especially loss of profit.

(3) AU Partners International Limited shall not be liable for damages of any kind resulting from data losses on the servers, except in the case of gross negligence or wilful misconduct on the part of AU Partners International Limited, its employees or vicarious agents.

(4) Contents of the Affiliate secured by AU Partners International Limited are third-party information for AU Partners International Limited within the meaning of the Telemedia Law and/or other applicable law.

§ 22 Inclusion of marketing plan

(1) The AU Partners International Limited marketing plan and the specifications contained therein are also expressly part of the affiliate contract. Affiliates must always comply with these requirements in accordance with the currently valid version.

(2) By sending the application for the conclusion of the Affiliate Agreement to AU Partners International Limited, the Affiliate also confirms that they have reviewed the AU Partners International Limited marketing plan and accept it as a part of the contract.

(3) AU Partners International Limited is entitled to change the AU Partners International Limited marketing plan at any time. AU Partners International Limited will announce changes to the marketing plan with a reasonable deadline. Affiliates has the right to object to any changes in the marketing plan. In the case of objection, Affiliates are entitled to terminate the contract at the time when the change becomes effective. If the affiliate does not terminate the contract within four weeks after such change becomes effective, the Affiliate expressly accepts the change.

§ 23 Statute of limitations

(1) All claims arising from this contractual relationship are subject to a statute of limitation of 6 months for both parties to the extent legally permissible. The period of limitation starts with the due date of the claim or at the time the claim arises or the claim is recognisable. Statutory regulations that mandate a longer limitation period remain unaffected.

§ 24 Applicable law / Jurisdiction

(1) The laws in force at the registered office of AU Partners International Limited apply with exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Compulsory provisions of the country in which the Affiliate has their habitual residence remain unaffected.

(2) If the Affiliate is a merchant, a public limited company or special fund under public law or has no general place of jurisdiction in Germany or resides abroad after conclusion of the contract or their domicile is not known at the time the complaint is filed, the place of jurisdiction and the place of performance shall be the registered office of AU Partners International Limited. However, AU Partners International Limited is also entitled (but not obligated) to address the court that has jurisdiction for the Affiliate's office.

§ 25 Final Provisions; Changes to Marketing Plan and General Terms and Conditions of the Contract

(1) AU Partners International Limited is entitled to change this contract, these General Terms and/or the Marketing Plan if necessary for economic or legal reasons. AU Partners International Limited will announce changes on the Affiliate's dashboard at least two months prior to the effective date of the change, specifying the future contract change. The Affiliate has the right to object to the change or to terminate the contract in writing without observing a notice period prior to the change becoming effective. In case of objection AU Partners International Limited is entitled to terminate the contract properly. If the Affiliate does not terminate the agreement or opposes the amendment before the change becomes effective, the changes shall become effective from the date specified in the change announcement. AU Partners International Limited is obligated to inform the Affiliate of the importance of their silence with regard to the change announcement made in the back office.

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

(3) The contract language is German. If these General Terms and Conditions are translated into another language and inconsistencies exist in any provision between the German and the translated version of the General Terms and Conditions, the German version shall always prevail.

4) In the case of ineffectiveness or incompleteness of a clause of these General Terms and Conditions of Contract, the entire contract shall not be ineffective. In fact, the ineffective clause is to be replaced by one that is effective and which comes economically closest to the meaning of the invalid clause. The same procedure shall be used to fill any gaps requiring further regulation.

Status of General Contractor Conditions: JULY 15th, 2023
The offer statement of the Affiliate is valid without signature.

Waiver statement

The Affiliate at the same time declares that he hereby expressly waives the receipt of the declaration of acceptance by the AU PARTNERS INTERNATIONAL LIMITED. The waiver statement of the Affiliate is valid without signature.

The declaration of acceptance of the AU PARTNERS INTERNATIONAL is valid without signature.