

General terms and conditions of sales including deviating court agreement

§ 1 Scope of application

(1) The following terms and conditions shall form an integral part of each distribution agreement between Buyezee LLC, 1013 Center Road, Suite 403-A, Wilmington, DE 19805, USA, hereinafter referred to as "BUYEZEE" And independent sales partners, hereinafter referred to as "sales partners".

(2) BUYEZEE provides its services exclusively on the basis of these General Conditions of Distribution and Delivery.

§ 2 Subject matter of the contract, package and additional services

(1) BUYEZEE is an international software and technology company that sells high-quality software, online shops and Internet services (future: goods). The distribution partner is to distribute and / or resell goods for BUYEZEE of his free choice, so that the resale and / or the mediation of the goods form the basis of his business. The sales partner receives an appropriate commission for his activity as an intermediary. For his activity as a reseller, the sales partner receives a corresponding margin as the difference between the purchase price and the selling price. For this activity, it is not obligatory for the sales partner to make financial expenses, to purchase a minimum number of goods from BUYEZEE, or to provide the sales partner with other sales partners. All you need is free registration.

(2) It is also possible to advertise other sales partners. For the support of the advertised sales partners, the advertising sales partner receives a corresponding commission upon reaching the requisite qualification. The commission as well as the manner of the payment is based on the remuneration plan valid at this time.

(3) To take up and carry out its activities, BUYEZEE shall provide the sales partner with a starting package. In addition to the landing page provided in several languages, the launch package includes, among other things, a back office, which allows the sales partner to have an up-to-date and comprehensive overview of sales, commissions and customer developments and the administrative processing fee within the meaning of § 6 for the first contractual year. Depending on the type of equipment, there are additional options which include additional services, the details of which can be found in the BUYEZEE back office.

§ 3 General requirements for the conclusion of the contract

(1) A contract may be concluded with legal persons, partnerships or natural persons are at least 18 years old and who are entrepreneurs. A contract cannot be concluded by the consumer.

(2) Provided that a legal person or a partnership (limited company, sole trader, individual, etc.) submits a distribution partner application, the corresponding registration of the trade register shall be submitted, as far as a private company is concerned, as well as the VAT identification number. All members must be at least 18 years of age. The shareholders are personally liable to the behaviour of the legal person against BUYEZEE.

(3) To the extent that online order forms or order forms are used, these shall be regarded as an integral part of the contract.

(4) The contract conclusion is only possible online by registering on the BUYEZEE website and by e-mail confirmation by BUYEZEE. The sales partner is obligated to fill out the sales partner application completely and properly and to submit it to BUYEZEE. In addition, the sales partner accepts these General Terms and Conditions of Sales and Distribution by means of appropriate active check-ups prior to the completion of the registration process and accepts the same as the contract component.

(6) Changes to the personal data of the sales partner are to be made immediately in the BUYEZEE back office at the designated place. Here, as in the other system, there should be an information overview.

(7) BUYEZEE reserves the right to refuse applications for distribution partners at its own discretion without any justification.

(8) In the event of an infringement of the obligations stipulated in paragraphs (1) to (2) and (4), sentence 2, BUYEZEE is entitled without prior warning to terminate the distribution agreement without notice and to reclaim any commissions paid. In addition, BUYEZEE expressly reserves the right to assert further claims for damages in this case of termination without notice.

§ 4 Status of the sales partner as an entrepreneur

(1) The sales partner acts as an independent and independent entrepreneur. He is not an employee, agent or agent of BUYEZEE. There are no sales targets, acceptance, sales or other duties. The Distributor is not subject to BUYEZEE's instructions, except for the contractual obligations, and bears the full entrepreneurial risk of its business, including the obligation to bear all its business costs and the duty to pay its employees properly if they are employed. The sales partner must set up and operate his business in the sense of a proper business man, including the operation of his own business premises or a workplace in the sense of a proper business man.

(2) The sales partner is an independent entrepreneur for compliance with the relevant legal provisions, including the tax and social legislation (for example, obtaining a VAT identification number or filing a VAT registration number)

In this respect, the sales partner assures that his commission income is taxed at his domicile on the basis of all commission income which he earns as part of his business with BUYEZEE. BUYEZEE reserves the right to deduct from the agreed commission the respective sum for taxes and duties, or to demand damages or reimbursement of expenses arising from a breach of the aforesaid stipulations, except the sales partner does not have the damage or expense to represent. No social insurance contributions are paid by BUYEZEE to the sales partner. The Distributor is not authorized to make statements or commitments on behalf of BUYEZEE.

§ 5 Voluntary contractual revocation instruction

You register with BUYEZEE as an entrepreneur and not as a consumer, so you are not entitled to a legal right of revocation. However, BUYEZEE grants you the following voluntary, two-week, contractual right of revocation.

Voluntary right of revocation

You may revoke your declaration of the contract in writing (by letter or e-mail) within two weeks without giving reasons. The deadline begins with the online transmission of the application to the sales partner. To preserve the the cancellation period (date of the postmark / e-mail) of the revocation or of the start is sufficient.

The revocation must be sent to:

BUYEZEE LLC

1013 Center Road, Suite 403-A Wilmington

DE 19805 USA

E-mail address: accountservices@buyezee.com

Waiving the right of withdrawal

Delivery of goods, equipment package or other services will only take place after expiry of the withdrawal period. If a delivery is requested by the sales partner before expiry of the period of revocation, he expressly waives his right of revocation.

Cancellation:

In the case of an effective revocation of the contract declaration, the services received at both ends must be returned and, if applicable, drawn-out uses must be issued. If you are unable to return the received performance in full or in part or in a deteriorated condition, you must provide us with a value proposition. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the sending of your declaration of revocation.

A sales partner can register with BUYEZEE again after exercising his right of revocation. The precondition is that the revocation of the sales partner is at least 6 months, and the revocating sales partner did not carry out any activities for BUYEZEE during this period.

§ 6 Administration, support and processing fees / license fees

(1) For the use as well as for the maintenance, administration, care and maintenance of the BUYEZEE service (e.g. Landing Page / Back Office), BUYEZEE calculates an annual membership, administration and maintenance lump sum.

(2) The membership, administrative and maintenance lump sum is to be paid by the sales partner through the payment possibilities specified by BUYEZEE.

§ 7 Obligations of the sales partner within the scope of advertising and general obligations

(1) The sales partner is obliged to protect his personal passwords and login identifiers from access by third parties.

(2) The sales partner is prohibited from violating the rights of BUYEZEE, its sales partners, affiliated companies or other third parties in its activities, to harass others or to violate applicable law. The sales partner is in particular not allowed to make false or misleading information about BUYEZEE products or the distribution system through the BUYEZEE products. Within the scope of its sales activities as well as within its structural work, the sales partner will make only statements regarding the products of the BUYEZEE range as well as the BUYEZEE distribution system, which correspond to the contents of the BUYEZEE advertising and information materials. Furthermore, the prohibition of the sending of unsolicited promotional e-mails, promotional faxes, or advertising SMS (spam). Furthermore, the misuse or the execution of unlawful acts, e.g. The use of unauthorized or unfair advertising (e.g. misleading statements). At no point on any advertising material may the sales partner provide information about his income or the earning opportunities at BUYEZEE.

(3) The use, production and dissemination of own sales documents, own internet pages, own product brochures, or other self-created on- or off-line medias and advertising media is only permitted with the prior consent of BUYEZEE. The application of BUYEZEE's services on its own or third-party websites is also permitted only with the prior consent of BUYEZEE, and without the prior consent of the advertising, only through the official pages of BUYEZEE. In the event that the sales

partner uses the services of BUYEZEE in other Internet media, such as Social networks (such as Facebook), online blogs, or chatrooms, he may only use the official BUYEZEE promotions. In addition, the sales partner must explicitly point out that it is not official company advertising, or presence thereof, when advertising in other internet media. Sales partners are always prohibited from selling or distributing their own marketing and / or sales documents to other sales partners of BUYEZEE.

(4) Within the scope of the applicable law, the services of and membership in BUYEZEE may be reasonably presented and sold at "home parties" or events, online "home parties", webinars or other online presentations by the sales partners.

(5) The services may not be used on auctions, public and private flea markets, exchange exchanges, department stores, internet markets such as. EBay, Amazon, or similar locations.

(6) The sales partner is obliged to identify himself as a BUYEZEE INDEPENDENT PARTNER in the course of business. Internet homepages, stationery, business cards, autographs as well as advertisements, advertising documents and the like must in principle have the addition " BUYEZEE INDEPENDENT PARTNER". The Distributor is also prohibited from applying for, borrowing, making commitments, opening bank accounts, or entering into any other contracts on behalf of BUYEZEE for or on behalf of, the Company.

(7) All travel expenses, expenses, office costs, telephone costs or other expenses for advertising materials are to be assumed by the sales partner.

(8) In the case of business, the sales partner is not entitled to label brands of co-operating companies in a negative, derogatory or otherwise illegal manner or to evaluate other companies negatively.

(9) All presentation, advertising, training and film materials (including the photographs) produced by and belonging to BUYEZEE are protected by copyright. They may not be reproduced, distributed, made public, or processed in any way whatsoever by the Distributor, without the express written consent of BUYEZEE.

(10) The use (or modification) of the trademark BUYEZEE, the registered trademarks, product names, commercial titles and business names of BUYEZEE is only permitted with express written consent beyond the advertising materials and other official BUYEZEE materials provided expressly. It is also prohibited to register your own brands, commercials, Internet domains or other proprietary rights

that include the trademark BUYEZEE, a trademark, product names, business titles or business names of BUYEZEE registered in another country / territory. The abovementioned prohibition applies to both identical and similar signs. It is also forbidden to use the wrapping and recycling of products from BUYEZEE.

(11) The sales partner is not allowed to respond to press inquiries about BUYEZEE, its services, the BUYEZEE marketing plan or other BUYEZEE services. The sales partner is obliged to forward all press requests immediately to BUYEZEE to the e-mail address press@buyezee.com. The sales partner will also publicly (eg television, radio, Internet forums) to BUYEZEE, the products of the BUYEZEE range and to the BUYEZEE distribution system only with the prior written consent of BUYEZEE.

(12) The sales partner may only distribute services to BUYEZEE in such countries or gain new sales partners which have been officially opened by BUYEZEE. Until the official opening of a state through BUYEZEE, the distributors may purchase goods from BUYEZEE in this country for personal use only and do not distribute them.

(13) The sales partner will report the location, time and content of publicly broadcasting events in good time before the publication of the invitation of the BUYEZEE management in the event planning system provided by BUYEZEE. BUYEZEE may require changes or refuse permission for the event if necessary, in the interest of the company and the BUYEZEE sales organization along with its members.

(14) Customer requests or complaints of any kind regarding the products, the service or the remuneration system must be passed immediately to BUYEZEE at the e-mail address accountservices@buyezee.com.

§ 8 Non-competition / Purchasing / Sale of third-party services

(1) The sales partner is allowed to sell goods and / or services to other companies, including network marketing companies, to the extent that they are not competitors; for competitors, the sales partner must not be active either directly or indirectly, just as he is allowed to participate in competitors themselves or through third parties.

(2) Notwithstanding the permission formulated in paragraph 1, the Distributor is not allowed to distribute the products or services of other companies, even if they are not competitors, to other BUYEZEE sales partners and / or customers.

(3) In as much as the sales partner is active at the same time for several companies or network marketing companies, he is obligated to design the respective activity (in addition to its respective downline) in such a way that no connection or mixing with his activity takes place for the other company. In particular, the sales partner may not offer any other products than those of BUYEZEE at the same time, in the same place, or in direct proximity to the site, or on the same website, Facebook page, other social media platform or internet platform.

(4) In addition, the distributor is prohibited from encouraging or engaging other BUYEZEE sales partners for the distribution of other products.

(5) The sales partner is also prohibited from infringing other distribution partners agreements or other distribution contracts, which he has concluded with other companies and whose clauses still have an effect by concluding a sales partner agreement.

(6) If the sales partner is working for another company besides his activity for BUYEZEE, he is obliged to report the activity to BUYEZEE.

§ 9 Secrecy

The sales partner has to keep absolute silence about the business secrets of BUYEZEE and its structure. Business secrets include in particular the customer and sales partner data as well as the information on the downline activities and the information contained therein. This obligation continues even after the termination of the sales partner agreement.

§ 10 Sales Partnership / Crosslines Sponsoring / Bonusmanipulation

(1) New sales partners shall be assigned to their active sales partner, who places that sales partner with respect to the distribution of the products of BUYEZEE (sales partner protection), at the date and time of the receipt of the registration request made by the new sales partner to BUYEZEE. If two sales partners claim the same new sales partner as sponsored, BUYEZEE will only consider the sponsor from the initial registration.

(2) BUYEZEE shall be entitled to delete all personal data, including the e-mail address of a sales partner from its system if advertisements, cover letters or e-mails containing false information such as "deceased", "not accepted", "unknown" or similar. The sales partner must correct the erroneous data within a reasonable period of time.

(3) Furthermore, cross-line sponsorship and the attempt to do so within the company are prohibited. Cross-line sponsorship means acquiring a person or company that is already a distribution partner at BUYEZEE in another distribution line or has a distribution partner agreement within the last six months. It is also prohibited to use the name of the spouse, kinship, commercial names, corporations, partnerships, trusts or other third parties to circumvent this provision.

(4) Bonus manipulations are prohibited. This includes in particular the sponsorship of sales partners who do not actually exercise the BUYEZEE business, as well as open or disguised multiple registrations, insofar as this is prohibited. It is also prohibited to use the name of the spouse, kinship, commercial names, corporations, partnerships, trusts or other third parties to circumvent this provision.

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

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

(1) In the event of a first violation of the obligations of the sales partner as defined in § 7, a written warning by BUYEZEE shall be issued, giving 10 days' notice of the breach of the obligation. The sales partner undertakes to compensate the expenses arising from this warning, in particular the legal expenses incurred.

(2) Article 16 (3) is expressly referred to in which BUYEZEE is liable in the case of a breach of the obligations laid down in Articles 8, 9 and 10 (3) and (4), as well as in the case of a particularly serious breach of the contractual or statutory law applicable in §7, other applicable law without prior notice of extraordinary termination. Notwithstanding the instantaneous extraordinary right of termination specified in §16 (3), BUYEZEE has the right, in individual cases, to issue a warning within the meaning of paragraph (1) with a shortened period of remedy in the event of the occurrence of one of the abovementioned breaches of duty at its own discretion.

(3) If, after expiry of the period of remedy set by the warning, the violation remains, or if the originally foreseen breach is not remedied, a contractual penalty of €5,100.00 is due. In addition, the sales partner becomes liable for any additional legal costs, including those arising from the enforcement of the contractual penalty.

(4) Notwithstanding the forfeited contractual penalty, the sales partner shall also be liable for all damages incurred by BUYEZEE as a result of a breach of duty within the meaning of Sections 7-9 and Section 10 Paragraphs 3 and 4.

(5) In the event of a claim by a third party for breach of one of the obligations laid down in Sections 7 to 9 and Section 10 (3) and (4) or any other breach of the law by the Distributor against applicable law, the Distributor is required to indemnify BUYEZEE. In particular, the sales partner undertakes to compensate for all costs, in particular attorneys' fees, court fees and damages, incurred by BUYEZEE in this regard.

§ 12 Adjustment of prices

BUYEZEE, with particular regard to changes in the market situation and / or licensing structure, reserves the right to increase the prices to be paid by the sales partner or the adjust commission shares allocated to the services, the compensation plan or user charges at the beginning of a new billing period. The company will inform the sales partner within a reasonable period of time prior to the change. Increases in prices by more than 5% or changes to the remuneration plan at the expense of the sales partner give the sales partner the right to object to the change. If he does not object to the amended conditions within one month after notification, this shall be the contractual part. Amendments known at the time of the confirmation of the distribution partner agreement are not subject to notification and do not confer any right to oppose the sales partner. In the event of a conflict, BUYEZEE shall be entitled to terminate the agreement at the time the amended or supplementary terms and conditions of business are to come into force.

§ 13 Advertising, donations, data processing

All free advertising and other donations of the BUYEZEE can be revoked at any time with immediate effect.

§ 14 Remuneration / Terms of Payment / Payment Methods

(1) As a remuneration for his / her activity, the sales partner will receive commissions, which are calculated according to the BUYEZEE COMPENSATION PLAN, when the necessary qualifications are reached. The sales partner will immediately review the statements submitted and immediately notify BUYEZEE of possible objections. All claims for compensation are based on the applicable remuneration plan, which the sales partner can download from his back office. Private consumption and sponsorship are not subject to commissioning. If a sales partner from the downline of a sponsor

returns their purchase to BUYEZEE (cancellation), BUYEZEE will charge the account of the sales partner with the remuneration received by the latter in the context of its expenses incurred on the sale of these goods. The remuneration covers all costs of the partner for the maintenance and execution of his business, unless otherwise agreed in the contract.

(2) BUYEZEE reserves the right to request the sales partner to prove its identity before the first payment of commission or delivery of services. The identification can be in the form of a copy of the identity card or passport and has to be done within 2 weeks after the request.

(3) The sales partner will immediately inform BUYEZEE of his tax number as soon as he chooses to pay value added tax (VAT), or exceeds the small business limits in his commercial activity.

(4) Commissions and charges for deliveries of the Distributor's services may only be paid to bank accounts based on his name, or by a partnership or legal entity established in a contractual relationship, unless a different account has been expressly accepted in writing by BUYEZEE. Payments to foreign accounts or to a bank account outside the country in which the partner is registered cannot be made.

(5) BUYEZEE is entitled to assert a right of retention within the scope of the legal requirements. In addition, BUYEZEE is entitled to assert a right of retention on the payment of commissions unless all legally required documents are available before the first payment, e.g. the VAT identification number for legal entities, if requested and available. In the case of exercising of the right of retention of commission payments by BUYEZEE, it is agreed that the sales partner is not entitled to any interest claim for the period of the retention of the reservation.

(6) If the sales partner misses the required qualification, the claims for commission are forfeited from this date. The sales partner is able to attempt the corresponding qualification for the future, but without reviving the previous commission authorizations.

(7) BUYEZEE is entitled to offset claims against BUYEZEE against the sales partner in full or in part with its commission claims. The sales partner is entitled to offset if the counterclaims are undisputed or legally established.

(8) Assignments and pledging of claims of the sales partner from sales partnerships are excluded. The burden of the contract with rights of third parties is not permitted.

(9) Faulty commission, bonuses or other payment shall be communicated to BUYEZEE in writing within 60 days of the faulty payment. After this date, the commission, bonuses or other payment shall be deemed approved.

(10) The commissions are paid weekly, taking into account the BUYEZEE payment modalities and payment methods.

§ 15 Blocking the sales partner

(1) In the event that the sales partner does not provide all necessary documents within 30 days of registration and notification of the requirements for the payment of commissions, BUYEZEE shall be entitled to temporarily block the sales partner until the time when the legally required documents are provided. The above also applies in the event of expiration of the period within the meaning of §14 (2), a violation of §14

(3) Until the necessary action is taken, suspension means non-payment of the fees or license fees to be paid by the partner. The period of a suspension does not entitle the distributor to an extraordinary termination and likewise does not cause repayment of the first paid order already paid or a claim for compensation, except the sales partner is not responsible for the blocking.

(2) Commission claims that cannot be paid out for the above reasons are posted as a provision within BUYEZEE and become barred within the statutory periods of limitation.

(3) For each case of the reminder, BUYEZEE is entitled to recover the costs for this reminder.

(4) Independent of the grounds for disqualification set out in paragraph (1), BUYEZEE reserves the right to block access for an important reason. In particular, BUYEZEE reserves the right to block the access of the sales partner without observing a deadline if the sales partner is in breach of the obligations specified in §§ 7-9 and § 10 paragraphs 3 and 4 or other applicable law or otherwise an important reason, or if the sales partner does not remedy the corresponding breach of duty on a corresponding warning from BUYEZEE within the period specified in §5.

§ 16 Duration and Termination of the Agreement and Consequences of Termination / Return Right

(1) The distribution partner agreement is agreed upon for a specific duration (for example 12 or 36 months), depending on the package. The contract shall be extended by the payment of the fees specified in §6

(2) is automatically terminated by the respective agreed new term, unless it has previously been terminated by a party with one month's notice to the contracting party. If the sales partner does not pay the aforesaid administration, support and processing fees within 30 days after the end of the respective contract period despite the corresponding demand for payment by BUYEZEE, the contract is automatically terminated.

(3) Notwithstanding the grounds of termination in (1), BUYEZEE reserves the right to terminate the contract for any reason. An important reason is, in particular, in the event of a breach of one of the obligations stipulated in §7, provided that the sales partner does not comply with his obligation to remove the goods within the meaning of §11 paragraph (1) within the time limit, or reverts to the same or after the elimination of the breach of duty a comparable infringement at a later date. In the event of a breach of the provisions set out in §8, 9 and 10 (3) and

(4), as well as in the case of a particularly serious violation of the contractual or statutory law applicable in §7 or other, BUYEZEE is entitled, without prior warning, to exercise the extraordinary termination process. In addition, there is an extraordinary reason for the termination of the insolvency proceedings against the other party, the opening of the insolvency proceedings against the other party, the opening of the insolvency proceedings against the insolvency or the other party's insolvency. The right to extraordinary termination is without prejudice to further claims.

(5) Domains that contain the "BUYEZEE" mark, a trade mark, a business name or a work item of BUYEZEE shall not be used after the contract has ended and shall be issued, upon request, to BUYEZEE against the transfer of the domain.

(6) In the event of premature termination of a contract with a minimum term, there shall be no claim for reimbursement of the fees paid pursuant to §6 paragraphs (1) and (2), unless the sales partner has terminated the contract for an important reason.

(7) A sales partner may, after cancelling his old position, register again with another sponsor at BUYEZEE. The prerequisite is that the termination and the confirmation of the cancellation by

BUYEZEE for the old position of the sales partner must be at least 6 months, and the cancelling sales partner did not carry out any activities for BUYEZEE during this time.

(8) With the termination of the contract, the sales partner is not entitled to any provision, as well as no compensation for commercial agent compensation, since the sales partner is not a commercial agent.

(9) If a sales partner simultaneously claims other services from BUYEZEE, which are independent of the sales partner agreement, these services remain unaffected by the termination of the sales partner agreement, unless the sales partner explicitly requires the termination of the sales contract. If the sales partner continues to acquire the services of BUYEZEE after the termination of the contract, he is managed as a normal customer.

(10) When the contract is terminated, the sales partner's position in the distribution system is transferred to BUYEZEE.

§ 17 Disclaimer of liability

(1) For damages other than those caused by injury to life, body and health, BUYEZEE shall only be liable insofar as this is due to intentional or grossly negligent acts or a culpable breach of a material contractual obligation (eg payment of the commission) by BUYEZEE, its employees or vicarious agents. This also applies to damages resulting from the breach of obligations in contractual negotiations as well as from the execution of unauthorized acts. Any further liability for damages is excluded.

(2) Liability is limited to the type of damages typical of the contract as well as to the amount of the damages typical for the type of contract, except in case of injury to life, body and health or intentional or grossly negligent behaviour of BUYEZEE, its employees or vicarious agents. This also applies to indirect damages, especially loss of profit.

(3) For any damages whatsoever resulting from data losses on the servers, BUYEZEE shall not be liable, except in the case of gross negligence or wilful intent on the part of BUYEZEE, its employees or vicarious agents. Stored contents of the sales partners are third-party information for the purposes of the terms and conditions.

(4) Statutory rights shall remain unaffected.

§ 18 Transfer of business / sponsored structure to third parties / death of the sales partner

(1) BUYEZEE may, at any time, transfer its contractual position to a successor company which will continue the transactions which are the subject of this agreement in the same manner and fully assume the existing rights and obligations.

(2) The sales partner is responsible for the transfer of its sales structure after the position "5 Star" has been reached for at least two consecutive months with prior written consent from BUYEZEE and presentation of the purchase and / or transfer agreement with the third party as well as submission of the sales partner request of the third party To BUYEZEE, unless BUYEZEE has exercised its right of pre-emption. The transfer of the sales structure is only possible to persons who are not sales partners at BUYEZEE at the time of the transfer. For existing sales partners, a transfer or purchase of a sales structure is not permitted. Consent may be refused by BUYEZEE, insofar as it does not make use of its pre-emption right for reasons deemed important by the BUYEZEE management. The sales partner is obliged to notify BUYEZEE in writing of the intended transfer of its sales structure. BUYEZEE has a month after receipt of the written advertisements to make use of its pre-emption right. If this is not done, the transfer is permissible, except for other important reasons. A sale is possible only in unclaimed relationship. In the event of termination without notice or a breach of these General Terms and Conditions of Sales and Delivery, the sales partner's right to sell his own sales organization as well as to the event that the selling sales partner BUYEZEE still owes money.

(3) If a legal person or partnership is registered as a distribution partner, a transfer of the sales structure is only permitted subject to the further requirements of this contract.

(4) If a new legal person or partnership registered as a sales partner wishes to establish a new shareholder, this is possible provided that the previous shareholder(s) who have applied for the distribution partnership remain a shareholder. If a shareholder wishes to leave the legal person or partnership registered as a sales partner or wish to transfer his / her shares to a third party, this action is permissible on the basis of a corresponding written application, if necessary, and in accordance with the provisions of this contract. BUYEZEE charges a management fee of €25.00 for processing the aforementioned application. If this requirement is not met, BUYEZEE reserves the right to terminate the contract of the legal person or partnership registered as a sales partner.

(5) The sales partner agreement ends upon the death of the sales partner. The distribution partner income can be inherited for at least two consecutive months, subject to compliance with the legal requirements after reaching the position "5 Star". In principle, a new distribution partner agreement must be concluded with the heir within 6 months, by which he / she enters into the rights and obligations of the testator. Death is to be attested by death certificate. If there is a testament to the

inheritance of the distribution partner income, a notarized copy of the will has to be submitted. If the six-month deadline expires, all rights and obligations under the contract will be transferred to BUYEZEE. Exceptionally, the six-month deadline is extended by an appropriate length, provided that it is disproportionately short for the heir in the individual case.

§ 19 Separation / Dissolution

In the event that a sales partner registered as a legal person or a company internally terminates his company, only one distribution partner position remains after the separation, dissolution or other termination of the aforementioned company. The dividing members / shareholders should agree internally as to which the member / partner should continue the sales partnership and to notify BUYEZEE in writing. In the event of an internal dispute concerning the consequences of the separation, divorce, dissolution, or other termination of the distribution partnership with BUYEZEE, BUYEZEE reserves the right to terminate the contract in exceptional circumstances, provided that such dispute results in neglect of the sales partner's obligations or a breach of these General Conditions of Distribution, that will result in a breach of applicable law or an undue burden on the Down- or Upline.

§ 20 Inclusion of the remuneration plan

(1) The remuneration plan and the provisions contained therein are expressly part of the distribution partner agreement. The sales partner must always comply with these specifications in accordance with the applicable version.

(2) By sending the online application to BUYEZEE, the distributor also insures that he has taken note of the remuneration plan and accepts these documents as a contract component.

(3) BUYEZEE is entitled to amend the remuneration plan at any time. BUYEZEE will announce changes with a reasonable deadline. The sales partner has the right to object to the change. In the case of the objection, the sales partner is entitled to terminate the contract at the time the amendment comes into force. Insofar as he does not terminate the contract within four weeks after the amendment has entered into force, the sales partner expressly accepts the change.

§ 21 Consent to use photographic and audiovisual material

The sales partner grants BUYEZEE, free of charge, the right to record or carry out photographic and / or audiovisual material with his portrait, voice recordings or statements and quotations from him as a sales partner. In this respect, the sales partner expressly agrees to the publication, use, reproduction and alteration of his quotations, recordings or recordings by signing the sales partner application and taking note of these General Terms and Conditions of Sales and Delivery. The sales partner has the right to revoke the aforementioned consent. In the event of a revocation, BUYEZEE will discontinue the aforementioned use within the period of one month.

§ 22 Data Protection

(1) The following privacy policy is governed by the other data protection claims of BUYEZEE, which may be viewed and accessed in the BUYEZEE Back Office.

(2) BUYEZEE uses the personal data provided by the sales partner (for example salutation, name, address, e-mail address, telephone number, fax number, bank connection) in accordance with the provisions of the German data protection law. To this extent, BUYEZEE collects, stores and processes exclusively the data provided by the partner within the scope of its data provided in the application form and in particular does not create any user behaviour profiles.

(3) For the purpose of completing the contract, e.g. billing or disbursement of commissions, product and marketing information, the personal data of the sales partners are transferred to third parties, e.g. The accounting department or the paying payment service provider, insofar as this is necessary to fulfil the above contractual obligations.

(4) The sales partner has the possibility to contradict the forwarding of his data at any time with effect for the future under the e-mail address dataprotection@buyezee.com.

(5) In addition to the above-mentioned purpose, all personal data of the sales partner communicated to BUYEZEE will not be passed on to third parties without its separate written consent, unless this is done by law or by the authorities.

(6) After the termination and execution of the contract, including the full payment of the agreed fees, the data of the partner will be deleted, insofar as there is no statutory retention obligation, with the exception of the data for which consent has been given to another use.

(7) The data protection officer of BUYEZEE is directly at the disposal of the partner, if the partner wishes for further information about the storage of his personal data or wishes to delete, block or change his personal data.

§ 23 Statute of limitations

The claims arising out of this contractual relationship expire six months after the date on which the claim in question is due and the claimant is aware of the circumstances giving rise to his claim or if his ignorance of these circumstances is due to gross negligence. This does not affect any statutory provisions, which require a longer limitation period.

§ 24 Terms of contract, delivery and payment for the purchase of the goods for the purpose of resale

The following terms and conditions of contract, delivery and payment shall apply to the sale of goods to sales partners who purchase these goods as entrepreneurs for the purpose of resale to their customers as an entrepreneur at BUYEZEE. All offers from BUYEZEE are free. The provisions laid down in §24 and the other clauses of these General Terms and Conditions of Sales shall apply, unless the offers explicitly differ from them.

(1) Offers, prices and acceptance of orders, contract texts, contract conclusion

(A) All sales orders for the resale are made according to the BUYEZEE price list valid at the time of the order, less the purchase discount that BUYEZEE grants to its distributors according to the BUYEZEE Compensation Plan. All prices are given in Euro plus the applicable legal value added tax and other costs, such as, in particular, applicable customs duties.

(B) The presentation of the product offer of BUYEZEE does not represent a binding offer to purchase. The order is only made after the Sales partner has made a binding purchase. The order can be

ordered via the online shop after the free choice of sales partners. The sales partner orders the products in the shopping cart only by clicking on the button and paying the applicable invoice.

"Order for a fee". A contract shall only be concluded by means of a written order confirmation by e-mail or, if BUYEZEE fails to provide an order confirmation, by the delivery of the goods by BUYEZEE. BUYEZEE saves the contract text and sends it to the sales partner in the confirmation mail.

(C) If additional or increased duties arise between contract conclusion and delivery due to changed legal norms, BUYEZEE is entitled to increase the agreed purchase price accordingly.

(D) BUYEZEE is only entitled to accept partial sales of the sales partner by making deviations or reservations. If the partial acceptance of the order is not acceptable for the sales partner, he is obliged to inform BUYEZEE in writing within three working days from the notification of the deviation or the reservation. In this case the contract shall be deemed not to have been concluded. Otherwise the acceptance of the order is deemed approved by the sales partner.

(2) Terms of payment

(A) Unless otherwise expressly agreed in writing, the purchase price shall be payable immediately upon receipt of the invoice. This also applies to invoices for partial deliveries. The direct transfer is available to the sales partner as payment options. No partial payments are possible. A delivery will be made if the prerequisites of the payment are fulfilled according to the respective possibility of payment.

(B) All prices, including sales tax.

(C) All shipping costs, in particular packaging, transport costs, transport insurance and deliveries shall be effected at the expense of the sales partner, unless otherwise agreed.

(D) In the event of default, all liabilities of the sales partner shall be immediately payable to BUYEZEE. In the event of a delay in payment, the sales partner is obliged as an entrepreneur to pay default interest of 8% above the base interest rate to BUYEZEE.

(E) Regardless of the minimum delay caused by delay in (d), BUYEZEE reserves the right to prove a higher default as well as other damages.

(F) The sales partner is only entitled to set-off if the counterclaims are undisputed or legally established. In addition, the sales partner can do so

To exercise a right of retention as a counterclaim based on the same contractual relationship.

(3) Reservation of title

(A) The goods remain the property of BUYEZEE until payment is complete. If the service consists of divisible services, the retention of title does not expire until all claims in connection with this contract have been settled by the sales partner. In case of default of payment or other reason within the meaning of the reservation of title, BUYEZEE is entitled to take back the goods. The withdrawal of the goods by BUYEZEE shall not constitute a withdrawal from the contract, unless BUYEZEE had expressly declared this in writing. BUYEZEE shall be entitled to use the goods after the goods have been withdrawn. The proceeds from the sale must be credited to the liabilities of the sales partner - less appropriate costs of realization.

(B) A sale of the goods subject to retention of title is only permitted to the sales partner in the ordinary course of business. The sales partner is not entitled to pledge the goods, to surrender them to the security or to make any other possessions which could endanger the property of BUYEZEE. The sales partner already assigns the claim from the resale of the reserved products to BUYEZEE; BUYEZEE is already accepting this assignment. The sales partner is revocably authorized to collect the receivables assigned to BUYEZEE in trust for BUYEZEE in his own name. BUYEZEE may revoke this authorization and the right to resell it if the Distributor is in default with material obligations such as payment against BUYEZEE; In case of revocation, BUYEZEE is entitled to collect the claim itself.

(C) In the case of attachments or other accesses by third parties to the goods subject to retention of title, the sales partner must immediately inform BUYEZEE in writing of the documents necessary for an intervention (third party claim pursuant to § 771 ZPO). This also applies to impairments of any other kind. Irrespective of this, the sales partner has already indicated in advance the third party the rights to the products. To the extent that the third party cannot provide any costs, the sales partner is liable for the judicial and extra-judicial costs of the prosecution.

(D) BUYEZEE undertakes to release the securities to which it is entitled at the request of the distributor in so far as the realizable value of its collateral exceeds the claims to be secured by more than 10%.

(4) granting of a right of revocation, return of goods, opening of the goods

The sales partner is obligated to grant the customer, as far as is legally required, a right of withdrawal in accordance with the applicable legal provisions and has to withdraw the BUYEZEE goods after a revocation according to the legal regulations.

(5) Obligation to investigate and to notify, guarantee, defect liability

(A) With regard to the warranty, the statutory provisions shall apply, unless otherwise agreed in (b) - (e).

(B) The statute of limitations for the claims arising out of the liability for material defects shall be 24 months and shall start with the delivery of the purchased item. If the customer is an entrepreneur (§ 14 German Civil Code), the deadline is 12 months from the delivery of the goods. This shall not apply insofar as the law prescribes longer deadlines, in particular pursuant to §§ 478, 479 para. 1 BGB (German Civil Code). The shortened period of limitation shall also not apply in the event of damage resulting from injury to life, body or health, the violation of essential contractual obligations (transfer and transfer of goods), as well as damage resulting from intentional or grossly negligent behavior. The statutory provisions apply here.

(C) The sales partner has to investigate the goods immediately upon receipt and to assert any defects without delay, but at the latest within 5 working days after delivery, in writing to BUYEZEE. Otherwise, the goods are considered as approved and the defect liability for obvious defects is excluded.

(D) BUYEZEE is entitled to replace the goods during the warranty period. Only if the substitute delivery due to fault of BUYEZEE does not take place within a reasonable time or has failed definitively, the sales partner has the right to cancel the contract within the framework of the legal requirements, demand the reduction of the price or compensation or expense. A substitute delivery shall be deemed to have failed if the second attempt has been unsuccessful, if the nature of the goods or the defect or the other circumstances does not differ from one another. If claims for damages or compensation for damages are claimed, the liability of BUYEZEE, as described in § 17 of these General Terms and Conditions of Sales Agreement, is limited.

(6) Complementary applicability of the General Conditions of Distribution

In addition, the other General Terms and Conditions of Sales also apply to the sale of goods to sales partners who purchase these goods as entrepreneurs for the purpose of reselling to their customers,

ie as entrepreneurs at BUYEZEE. This does not apply in particular with regard to Sections 1, 12, 17, 25 and 26 of the General Conditions of Distribution.

§25 Applicable law / Deviating court of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN purchase law. This shall be without prejudice to compulsory provisions of the country in which the sales partner is habitually resident.

(2) The place of jurisdiction and the place of fulfilment is, to the extent legally permissible, the seat of BUYEZEE.

§26 Final provisions

(1) BUYEZEE is entitled to amend the General Conditions of Distribution at any time. BUYEZEE will announce changes with a reasonable deadline. The sales partner has the right to object to the change. In the case of the objection, the sales partner is entitled to terminate the contract at the time the amendment comes into force. Insofar as he does not terminate the contract within four weeks after the amendment has entered into force, the sales partner expressly accepts the change.

(2) In addition, amendments or additions to these General Terms and Conditions of Sales and Distribution shall be in writing. This also applies to the lifting of the writing requirement.

(3) In case of invalidity or incompleteness of a clause of these general conditions of use, the entire contract shall not be invalid. Rather, the ineffective clause is to be replaced by one which is effective and which comes closest to the meaning of the ineffective clause economically. The same shall apply to the closure of a gap that needs to be addressed.

General Terms of Distribution revision date: 02.03.2017