



## **General Terms and Conditions for MEMBER Including Alternate Choice of Legal Venue**

### **Preamble/Ethical Rules**

On behalf of our company, we warmly welcome you as a new commercial contractor (hereinafter: Member) and wish you every success in your activities as an independent Member of SANUSLIFE Administration AG, Lindenstrasse 8, CH-6340 Baar (ZG) represented by its director Mr. Ewald Rieder (hereinafter: SANUSLIFE) and we hope you will enjoy selling our products. When selling our products and being in contact with other people, consumer convenience and safety, integrity, fair co-operation among ourselves as well as in the entire environment of network marketing, party sales and other direct sales are always and invariably paramount for us, as is the respect of the law and common decency. Therefore, we would ask you to read the following Ethical Rules as well as the General Terms and Conditions for Contractors very carefully and to make these provisions the guiding principles of your everyday activities.

### **Ethical Rules for Dealing with Consumers**

- Our Members advise their Members honestly and truthfully and clear up any misunderstandings concerning the products, the business opportunity or any other statements in the course of a consultation.
- In personal contact or in phone calls with a consumer, Members shall, at the beginning of the sales talk and without being prompted, introduce themselves with their name and as Members of SANUSLIFE. Furthermore, at the beginning of sales talk they shall disclose the purpose of their visit or call and make clear which products or services are being offered.
- At the customer's request, a sales talk shall not take place, be postponed, or a sales talk already begun shall be ended in a friendly manner.
- Members shall never act in an intrusive or pushy manner. In particular, visits and phone calls shall take place at a reasonable time of day, unless the consumer expressly wishes otherwise. The companies or their Members shall only call a consumer for marketing purposes with the consumer's express prior consent. Caller ID must be transmitted.
- In contact with customers, the Member shall inform the consumer on any points concerning the products offered and – at the consumer's request – the sales options.
- Any information concerning the products must be comprehensive and truthful. A Member must not make misleading statements, let alone promises of any kind about the products.
- A Member must not make claims about products, their prices or contractual conditions unless such claims have been approved by SANUSLIFE.
- For business purposes, Members shall only refer to testimonials, test results or other persons if they have been authorized to do so by both the reference and SANUSLIFE; these must be accurate and must not be out of date. Furthermore, any testimonials, tests and personal references must always be in connection with the intended purpose.



- The consumer shall not be caused to buy products by means of dubious and/or misleading promises nor by the promise of special advantages if such advantages are linked to future and uncertain success. Members shall refrain from doing anything that may cause the consumer to accept the offer made only in order to do a personal favor to the person making the offer, to end an undesired conversation or to benefit from an advantage that is not the object of the offer or to return the favor of such an advantage.
- A Member must not make statements regarding his remuneration or the potential remuneration of other Members. Furthermore, a Member must not guarantee or promise any remuneration or otherwise raise expectations.
- Members shall make allowances for commercially inexperienced persons and shall in no case exploit their age, illness or limited capacity of understanding to cause them to enter into a contract.
- When contacting so-called socially deprived or foreign-language population groups, Members shall show due respect for their financial capacity and their capacity of understanding, including linguistic capacity, and, in particular, refrain from doing anything that could cause the members of such groups to place orders not commensurate with their circumstances.

#### **Ethical Rules for Dealing with Members**

- Members shall at all times deal with each other in a fair and respectful manner. The aforementioned shall also apply to dealing with members of competitors or of other network marketing companies, party sales companies or other direct sales companies.
- New Members shall be informed truthfully of their rights and obligations. Any claims about potential turnover and income opportunities are to be avoided.
- No verbal assurances concerning SANUSLIFE products and services must be made.
- Members must not poach members of other companies. Furthermore, Members are not permitted to cause other Members to change sponsors within SANUSLIFE.
- The obligations contained in the following General Terms and Conditions for Contractors must also be observed as ethical rules at all times.

#### **Ethical Rules for Dealing with Other Companies**

- Members of SANUSLIFE shall at all times act in a fair and honest manner towards competitors or towards other companies in the network marketing sector, in party sales or in other direct sales.
- There shall be no systematic poaching of members of other companies.
- Disparaging, misleading or unfair comparative statements about the products or sales systems of other companies are prohibited.

Having stated these Ethical Rules of our company we would now like to introduce you to the [General Terms and Conditions for Contractors](#) of SANUSLIFE.

#### **1 Scope/Definitions**

(1) The following General Terms and Conditions form part of each Member contract



between SANUSLIFE Administration AG, Lindenstrasse 8, CH-6340 Baar (ZG) represented by its director Mr. Ewald Rieder (hereinafter: SANUSLIFE), email [sanusbusiness@sanuslife.com](mailto:sanusbusiness@sanuslife.com), and the independent self-employed Member. They are intended to form the basis for a collaborative, fair and successful business relationship.

(2) SANUSLIFE shall render its services solely on the basis of these Terms and Conditions.

## **2 Subject Matter of the Contract**

(1) SANUSLIFE is a company that sells high-quality SANUSLIFE products and products by partner companies (so-called STORE Partners), viz. drinking water optimization products, dietary supplements, cosmetics products and other services for consumption, in particular in the areas of health, beauty and lifestyle (hereinafter: Products) using a social selling sales model. Products are sold via the company's own online brokerage platform (SANUSLIFE platform) which includes an online store (SANUSSTORE). The Member shall act as a broker for SANUSLIFE products, so that the brokerage for the products forms the basis of the Member's business. For this activity it is not necessary for the Member to incur any financial expenses beyond the annual service fee (for which see Sect. 6), to purchase a minimum quantity of products or other services from SANUSLIFE or to recruit other Members. The only requirement is free registration. The Member shall receive an appropriate commission in consideration of his activity.

(2) Additionally, the Member shall have the opportunity, but no obligation, to recruit other Members. For this activity, the recruiting Member shall receive an appropriate commission on the product turnover of the recruited Member or his customers upon reaching the required qualification. No commission shall be paid for merely recruiting a new Member. The commission and the manner of its payment shall be governed by the Remuneration Scheme in force at a given time.

(3) Upon successful registration, SANUSLIFE shall make available to the Member, alongside training and personalized advertising tools, an online Back Office along with a landing page including the right of use according to Sect. 6 (1), which will allow the Member, inter alia, to always have an up-to-date and comprehensive overview of his brokered turnover, commission entitlement, accounts and Member and downline developments as well as the opportunity to acquire a PREMIUM package without being obligated to do so.

## **3 General Conditions for Entering into the Contract**

(1) A contract may be entered into with incorporated companies, partnerships or with natural persons having reached 18 years of age, being fully competent to enter into legal transactions and being entrepreneurs in possession of a trading license (where required). A contract cannot be entered into with consumers. Only one Member application shall be accepted per natural person (private individual) or per partnership (e.g. partnership under civil law, general partnership, limited partnership) and/or corporation (e.g. Inc., limited liability company, Ltd.) having a valid VAT ID (companies). Upon prior agreement at the discretion of SANUSLIFE, a natural person may additionally register as a partner in a partnership or as a shareholder in a corporation under the same sponsor. However, no person may make multiple indirect registrations.



(2) If a corporation submits a Member application, copies of the appropriate excerpt from the commercial register showing the company registration, the value-added tax ID and, if not available, the tax ID must be uploaded to the Back Office. All shareholders shall be personally liable towards **SANUSLIFE** for the behavior of the corporation.

(3) For partnerships, copies of the appropriate excerpt from the commercial register showing the partnership registration and the value-added tax ID must be submitted, if available. All partners and, as the case may be, the partners of the partners, if one partner is itself a partnership, must be named, be at least 18 years of age and accept the application. All partners shall be personally liable towards **SANUSLIFE** for the behavior of the partnership.

The following provision applies to Italy:

(3a) Italian law does not permit a corporation within the meaning of subsection (2) or a partnership within the meaning of subsection (3) to register as a Member (incaricato), so that in Italy, only natural persons may register as a Member (incaricato) with **SANUSLIFE**. The Member (incaricato) shall be required to submit a copy of a valid ID card to **SANUSLIFE** and must satisfy the “respectability requirements” according to Article 71 of Legislative Decree no. 59/2010 [Decreto Legislativo n. 59/2010], where the aforementioned obligation must be met throughout the duration of the contract including the time of renewing the contract in accordance with Sect. 16 (1).

(4) If a spouse or civil partner of a Member wishes to become a **SANUSLIFE** Member, the spouse or civil partner must become active in the same line of sales as the other spouse or civil partner.

Joint ownership of a Member's (incaricato) contractor account is not permitted, i.e., a third party must not be the joint owner of a Member account. Spouses (including civil partners) must not be registered jointly as a Member (incaricato).

(5) Where order forms are used, these shall be deemed to form part of the contract.

(6) The Member may register online with **SANUSLIFE** to commence his activity. It is a necessary precondition for registering as a Member that a recommending Member allows the interested party to enter the recommendation marketing scheme of **SANUSLIFE** and to register on the **SANUSLIFE** platform via the sub-page (also known as landing page) of that recommending Member (also known as sponsor). When registering as a Contractor thereafter, the Member shall be obligated to duly complete the Member application in full and then to transmit the application to **SANUSLIFE** via the prescribed channel. Furthermore, the Member shall by actively checking the appropriate box confirm having read these General Terms and Conditions for Contractors and the Privacy Policy and thereby expressly accept these as part of the contract.

(7) **SANUSLIFE** reserves the right to refuse Member applications at its discretion without giving reasons.

(8) The registering Member shall be sent the login details (ID number and password) as soon as possible to the email address given on the application, using which the Member must sign into the login area under “My Website” to thereby verify and activate his personal website. The first and last name of the Member shall be published on the personalized web pages in a fixed form. Address data will only be published, if the Member has actively checked the box agreeing to their publication in the login area



under "My Website". The selection of personal data published on the personalized web pages can be modified by the Member at any time by unchecking the relevant boxes.

(9) A contract shall only be entered into between SANUSLIFE and the Member, but not between the SANUSCOMPANIES and the Member. The aforementioned shall also apply if the Member engages in brokerage for products of the SANUSCOMPANIES, such products in this case being made available to SANUSLIFE for sales purposes.

(10) In the event of breach of the obligations pursuant to subsections (1) to (4) and sentences 1 and 2 of subsection (6), SANUSLIFE shall be entitled to terminate the Member contract without notice and without prior written warning. In addition, SANUSLIFE expressly reserves the right, in the event of a termination without notice, to assert claims for damages.

#### **4 Status of the Member as a Contractor**

(1) The Member shall act as a self-employed and independent contractor. The parties agree in assuming that the Member shall initially be active on a part-time basis. He is neither an employee, sales representative, franchisee, agent, party to a joint venture nor an economic beneficiary of SANUSLIFE. There are no turnover targets, purchase obligations or any other obligations to carry out activities. With the exception of the contractual obligations, the Member shall not be subject to any instructions from SANUSLIFE and shall bear the full commercial risk of his business activity including the obligation to bear the entire cost of his business. The Member must set up and operate his business – where required – as a prudent businessman, which includes – where required – operating his own premises or a place of work suitable for carrying on the affairs of a prudent businessman.

(2) As an independent contractor, the Member shall be solely responsible for complying with any appropriate legal provisions including any requirements under tax and social legislation (e.g., obtaining a value-added tax ID number or registering his employees with social security, as well as obtaining a trade license, where required). The Member affirms that he will duly pay all taxes due on the commission income earned from his activity for SANUSLIFE at his domicile. SANUSLIFE reserves the right to deduct from the agreed commission any appropriate amount for taxes and duties or to claim damages or the reimbursement of any expenses incurred by it as a result of a breach of the aforementioned provisions, unless the Member is not responsible for such damage or expenses. SANUSLIFE shall not pay any social security contributions for the Member except where legally required to do so, e.g., in France or Italy.

#### **5 Voluntary Contractual Cancellation Policy**

You are registering with SANUSLIFE as a contractor, not as a consumer; therefore, you have no statutory right to cancel. Nevertheless, in what follows, SANUSLIFE grants you a voluntary 14-day cancellation policy. Voluntary Cancellation Policy:

You may cancel your contractual declaration within 14 days in writing (by letter or email) to the address or email address given in Sect. 1 without giving reasons. The 14-day period shall commence at the time of transmitting the Member application. The deadline shall be deemed to have been met if the cancellation is dispatched in time (postmark/time stamp on email).



### Consequences of Cancellation:

Following your cancellation, you may return all unopened and resaleable products and other charged-for services obtained as a Member to SANUSLIFE and receive a full refund of the payments made for such products and services. The costs and risks of the returns shall be borne by the Member. Following receipt of the returned goods and verification that they are free from defects, unopened and resaleable, 100% of the purchase price shall be refunded.

After canceling his former position, a Member may re-register with SANUSLIFE via a different sponsor. Re-registration is conditional on a period of at least 6 months having elapsed since the cancellation of the former position and on the Member not having carried out any activities for SANUSLIFE during that time.

### **6 Use of the Back Office Dashboard and the Landing Page / Service Fee**

(1) By registering, the Member shall obtain the right to use the Back-Office Dashboard and the sub-page/landing page made available to him. This right of use shall only be free of charge for a "Basic Member" and only for the first year of the contract. For Premium Members, the prices listed [here](#) shall apply.

(2) The right to use the Back Office Dashboard and the landing pages made available to him is a simple, non-transferable right of use limited to the specific Back Office Dashboard; the Member shall have no right to modify, edit or otherwise transform the Back Office Dashboard nor any right to grant sub-licenses etc.

(3) SANUSLIFE shall charge an annual service fee payable in advance and not included in the calculation of commissions for the use and the maintenance and administration of, and support and care for, the Back Office Dashboard and the landing page.

(4) The annual service fee must be paid within the Back Office Dashboard using the payment methods indicated there. The relevant due dates are shown in the login area (Back Office Dashboard).

### **7 Obligations of the Member**

(1) The Member is obligated to protect his personal passwords and login details from access by third parties and must enter and/or modify his contract details truthfully and completely on the Back Office Dashboard.

(2) In the course of his activity, the Member is not permitted to breach competition law, to infringe the rights of SANUSLIFE, its Members, affiliated companies or any other third parties, to harass any third parties or otherwise to infringe these General Terms and Conditions for Contractors, the SANUSLIFE Code of Conduct or any other contractual or statutory law. This shall include, in particular, the prohibition of unlawful telephone marketing and of sending unsolicited marketing emails, marketing faxes or marketing text messages without the recipients' consent (spam), as well as of social media spam and of any other unlawful messaging formats.

#### (3) Special Advertising Guidelines

- a) The Member must not, in any place and in any advertising material, make statements regarding his income or the earning potential with SANUSLIFE. Rather, the Member shall at all times be



obligated in the course of recruitment conversations to point out expressly to any potential Members that generating an income is possible only by means of very intensive and continuous work.

- b) Sales and marketing actions must not make pretenses of commissions to be understood as “per capita premiums” or other commissions for the mere recruitment of a new Member or otherwise include any action creating the impression that the sales system being advertised is an unlawful sales system, i.e., an illegal progressive snow-ball system or pyramid scheme or an otherwise fraudulent sales system. The impression must not be given that a purchase of products is necessary for a Member to become active for **SANUSLIFE**.
- c) Sales and marketing actions must not be directed at minors or commercially inexperienced persons and shall in no case exploit their age, illness or limited capacity of understanding to cause consumers to enter into a contract. When contacting so-called socially deprived or foreign-language population groups, Members shall show due respect for their financial capacity and their capacity of understanding, including linguistic capacity, and, in particular, refrain from doing anything that could cause the members of such groups to place orders not commensurate with their circumstances.
- d) There must be no sales and marketing actions that are inappropriate, illegal or unsafe and/or exert undue pressure on the selected consumers.
- e) For business purposes vis-à-vis consumers, Members shall only refer to testimonials, test results, references or other persons if they have been authorized to do so by both the reference and **SANUSLIFE** and the references are accurate and not out of date. Furthermore, any testimonials, tests and personal references must always be in connection with the intended purpose.
- f) The consumer shall not be caused to buy products by means of dubious and/or misleading promises nor by the promise of special advantages if such advantages are linked to future and uncertain success. Members shall refrain from doing anything that may cause the consumer to accept the offer made only in order to do a personal favor to the person making the offer, to end an undesired conversation or to benefit from an advantage that is not the object of the offer or to return the favor of such an advantage.
- g) A Member must not claim that the Remuneration Scheme or the products of **SANUSLIFE** have been authorized or approved or are being supported by a public authority or have been classed as legally watertight by a law firm.
- h) As a result of strict regulations regarding advertising for dietary supplements, drinking water optimization products and cosmetics, only advertising materials provided on the **SANUSLIFE** website or in the Back Office or elsewhere shall be used. Any customer currently receiving medical treatment should be advised to consult his physician before changing his diet. In the course of the activity and of any advertising, no claims must be made regarding the safety of the products or their therapeutic or curative effects, unless such claims have been officially approved by **SANUSLIFE** and/or can be found in official **SANUSLIFE** advertising materials. Furthermore, Members must not suggest that **SANUSLIFE** products can be used for the treatment, prevention,





diagnosis or cure of illnesses. **SANUSLIFE** further proscribes any claim regarding the medical effects of **SANUSLIFE** products. For instance, the Member must not claim that **SANUSLIFE** products help with treating diabetes, heart disease, cancer or other illnesses. No scientific publications, literature or certificates authored by doctors or scientists regarding **SANUSLIFE** products or their ingredients may be used or published.

(4) The use, production and dissemination of your own websites, sales documents, sale strategies, price lists, product samples, own product brochures, video content, audio content, the design of your own internet sites including professional social media business sites or any other sales or advertising materials as well as the modification of the landing page provided to the Member are expressly prohibited. Likewise, it is prohibited at all times to operate a web page, an internet portal, a social media site or any other online application shared among several Members. In the event that the Member advertises **SANUSLIFE** products in other internet media such as social networks (e.g., Facebook or Instagram), online blogs or chat rooms (e.g., WhatsApp, Telegram or Snapchat), he may at all times only use official **SANUSLIFE** advertising messages, must identify himself in an easily recognizable way by his full name (anonymous or pseudonymous posts are prohibited) and must in no place make any statements about his income or earning potential with **SANUSLIFE** or advertise working with **SANUSLIFE** as an employee or similar; he may also only make use of social media advertising within his own private social media channels on the side and as an addition and must not create professional social media business accounts. The sale of products and registrations of new Members may only take place via the "landing pages" or apps made available for this purpose by **SANUSLIFE**.

(5) To the extent permitted by applicable law and as a revocable provision, **SANUSLIFE** products may be presented and sold by the Member in conversation with one or more persons, at home parties, online home parties, online network events and/or online conferences. **SANUSLIFE** products must not be offered for sale at other points of sale, in particular retail outlets (such as supermarkets, retail stores, drugstores, pharmacies, hairdressers, beauty or cosmetics salons), physiotherapy practices or comparable practices, doctors' offices, hospitality businesses, internet trading platforms such as eBay, Amazon, in TV sales shows, via telemarketing, teletext marketing or via comparable sales channels.

(6) The Member must not at any time sell or otherwise distribute his own marketing and/or sales documents, training or lead generation tools or any other services in connection with the **SANUSLIFE** business to other Members of **SANUSLIFE**.

(7) The products may only be presented by the Member at trade fairs or exhibitions upon written agreement by **SANUSLIFE**.

(8) In the course of trade, the Member must not give the impression of acting by order or on behalf of **SANUSLIFE**. Rather, he is obligated to introduce himself as an "independent **SANUSLIFE** Member". Websites, headed notepaper, business cards, personalized car lettering, advertisements, advertising materials and the like must always be marked "**SANUSLIFE** INTERNATIONAL INDEPENDENT DISTRIBUTOR" and bear the appropriate logo as provided by the Code of Conduct and must not contain the **SANUSLIFE** label and/or trademarks, titles of works, business descriptions or other labels of **SANUSLIFE** without prior express agreement. Furthermore, the Member is not permitted to apply for or take out loans, make any





expenditure, enter into any commitment, open bank accounts, enter into any contract or otherwise make any binding declaration of intent on behalf of **SANUSLIFE** or in the company's interests or on its behalf. The Member is given neither the authority to collect nor the authority to represent **SANUSLIFE** vis-à-vis third parties.

(9) In the course of trade, the Member is not permitted to name the trademarks of competitors in a negative, disparaging or otherwise unlawful manner and/or to rate other companies or other third parties in a negative or disparaging manner or to use negative, disparaging or otherwise degrading or other unlawful acts to poach Members of other companies.

(10) All presentation, advertising, training and video materials, product labels etc. (including photographs) of **SANUSLIFE** are protected by copyright. Apart from the right of use granted by the contract, they must not be reproduced, distributed, made publicly available or edited in whole or in part by the Member without the prior express written agreement of **SANUSLIFE**.

(11) The use of the **SANUSLIFE** label and/or the trademarks, titles of works, product descriptions, business descriptions and other labels of **SANUSLIFE** or of a **SANUSCOMPANIE** is also not permitted beyond the right of use granted by the contract. This also applies to registering and using internet domains including subdomains. **SANUSLIFE** may demand that any internet domains using the **SANUSLIFE** name and/or the trademarks, titles of works, product descriptions, business descriptions or any other labels of **SANUSLIFE** or of a **SANUSCOMPANIE** be deleted and/or transferred to **SANUSLIFE**. In the event of a transfer, **SANUSLIFE** shall bear the providers' net transfer costs, but not any other costs or license or other compensation for the domain. Furthermore, it is not permitted to register trademarks, titles of works or other intellectual property containing trademark, product description, title of a work or business description of **SANUSLIFE** or of one of the **SANUSCOMPANIES** that may be registered in a different country/territory or otherwise protected. The above prohibition applies to both identical and similar marks or products. It is likewise not permitted to use labels, trademarks, titles of works, product descriptions or any other intellectual property of **SANUSLIFE** or one of the **SANUSCOMPANIES** in so-called search engine advertising (e.g. Google AdWords), sponsored links, internet marketing or comparable online advertising. Finally, the transfer of products into another container and/or the repackaging of products as well as the replacement/modification of product labels of **SANUSLIFE** or one of the **SANUSCOMPANIES** is also prohibited.

(12) A Member may re-register with **SANUSLIFE** following a regular termination of his former position. This is conditional on a period of at least 6 months having elapsed since the termination of the Member's former position and the confirmation of the termination by **SANUSLIFE** and on the Member not having carried out any activities for **SANUSLIFE** during that time.

(13) The Member is not permitted to respond to media inquiries concerning **SANUSLIFE**, its products, the **SANUSLIFE** Remuneration Scheme or other **SANUSLIFE** services. The Member is obligated to forward any media inquiries to **SANUSLIFE** without undue delay.

(14) The Member commits – wherever possible – to ensuring that the customer and Member data collected in the course of the sales operation are used exclusively in the context of his activity for **SANUSLIFE** and, in particular, are not transmitted to and/or used by other third parties or the services of



third parties. He must look after the customers and Members under his care with all due diligence.

(15) The Member may only advertise and sell services for **SANUSLIFE** or recruit new Members in such countries/territories as have been officially opened up by **SANUSLIFE**; likewise, he may only advertise and sell such products in a given country/territory as have been officially released for sale by **SANUSLIFE**. Furthermore, it is not permitted to act as a **SANUSLIFE** branch, importer or exporter or similar in any country/territory or to find such businesses.

(16) Members must not give presents or make other considerations to employees of **SANUSLIFE**.

(17) **SANUSLIFE** allows the Member to purchase the products for personal use and/or use by family members. In no case must the Member himself or his family members cause other Members to purchase products for personal use in larger quantities inappropriately exceeding personal use within a household. By reordering products, the Member confirms that at least 70% of the previous order corresponding to this order has been used for business purposes in the context of product presentations and meals and no more than 30% of the last order remains in stock in his warehouse. Irrespective of retention obligations under tax law, the Member must keep the appropriate evidence showing compliance with the aforementioned 70% rule for a period of not less than four years. Furthermore, the Member must not himself or through any third parties order more products than he can reasonably use within one month.

(18) The Member shall notify **SANUSLIFE** of the place, time and content of any promotional events directed at the general public in good time before publishing the invitation. **SANUSLIFE** may demand modifications to or the cancellation of the event if required in the interest of the company and the **SANUSLIFE** sales organization along with its Members.

(19) The use of toll phone lines for marketing **SANUSLIFE** activity or products is not permitted.

(20) The Member is obligated to notify **SANUSLIFE** immediately and truthfully of any breaches of the rules in the General Terms and Conditions for Contractor and of any other violation of applicable law.

(21) Only in Italy and France Members are not permitted to sell **SANUSLIFE** services and/or products directly to customers.

### **8 Non-competition / Poaching**

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

(2) Notwithstanding the permission given in subsection (1), the Member is not permitted to sell products and/or services of other businesses or advertising materials and comparable content for carrying on **SANUSLIFE** business to other **SANUSLIFE** Members.

(3) Where a Member is active for several businesses, including network marketing businesses, party sales businesses or other direct businesses, at the same time, he commits to organizing each activity (including the appropriate downline) in such a way as to avoid connecting or commingling such activity with his activity for the other business. In particular, the Member may not offer products other than **SANUSLIFE** products for sale at the same time, in the same place or in the immediate vicinity or on the same website, Facebook page, other social media platform or internet platform as **SANUSLIFE** products.



(4) Furthermore, the Member is not permitted to poach other SANUSLIFE Members for the sale of other products.

(5) In addition, the Member is not permitted, by entering into a Member contract, to breach any other Member contracts or other sales contracts entered into with other businesses whose provisions remain in effect.

### **9 Confidentiality**

The Member must keep strictly confidential all business and trade secrets of SANUSLIFE and their structure. Business and trade secrets and also property rights of SANUSLIFE shall include information on invention, distribution methods, formulations, technical parameters of products, downline activities and placements as well as downline genealogy and the information contained therein, Member, customer and contractor details, price and commission calculations, information on business relationships of SANUSLIFE and its affiliated companies and other providers and suppliers. This obligation shall continue to have effect for a period of 5 years following the termination of the Member contract.

### **10 Protection of Members / No Territorial Protection**

(1) Any active Member recruiting a new Member for the sale of SANUSLIFE products for the first time shall have the new Member allocated to his structure in accordance with the Remuneration Scheme (Protection of Members); the allocation shall be made according to the date and time of receipt of the new Member's registration application by SANUSLIFE. The allocation of a Member (this also applies to customers) to another SPONSOR than the original sponsor shall be permitted only within 72 hours of the registration with SANUSLIFE and shall not require the original sponsor's agreement. On expiration of the 72-hour period, the allocation can no longer be changed. Only in well justified cases, on application by the member to be sent by email to [sanusbusiness@sanuslife.com](mailto:sanusbusiness@sanuslife.com) and on written approval by SANUSLIFE, the original sponsor and the further five Members superordinate to the original sponsor in the structure of the Remuneration Scheme (upline Members), the allocation of the Member (including his customers) to another SPONSOR than the original sponsor shall be possible in a limited range of exceptional cases. The application must include the details of the new sponsor (ID number, first and last name) and a substantive statement of the special reason for the change, in which respect SANUSLIFE expressly reserves the right to demand further information on or evidence of the special justification of the reason for changing the sponsor or to reject the application at its discretion. If SANUSLIFE considers the request to change sponsors to be especially justified, SANUSLIFE shall forward the MEMBER's request to the original sponsor and the further 5 upline Members and issue them with a 14-day deadline for refusing the request to change sponsors. If within that period no refusal is received from the addressees, the request to change sponsors shall be granted; otherwise the request shall be refused definitively. A non-refundable processing fee of €50.00 shall be payable in advance for processing the application, even if the request is not granted.

(2) SANUSLIFE shall be entitled to delete any and all personal data including the email address of a sponsored Member from its system if advertising mailshots, mail or email are returned marked "moved to a different address", "deceased", "refused", "unknown" or the like and the newly recruited Member or



the sponsor fails to rectify the faulty data of the newly recruited Member within a reasonable period of 14 days. If SANUSLIFE incurs costs as a result of the undeliverable mailshots and packages, it shall be entitled to recover these costs, unless the faulty delivery was without fault.

(3) Furthermore, crossline sponsoring or attempted crossline sponsoring within the company is prohibited. Crossline sponsoring means the acquisition of a natural person or corporation or partnership that is already a Member of SANUSLIFE in a different sales line or has had a Member contract within the past 6 months. To that extent it is also prohibited to use the name of a spouse, relative, a trade name, corporation, partnership, trust or any other third party in order to circumvent this provision.

(4) The manipulation of bonuses is prohibited. This includes, in particular, sponsoring Members that do not in fact carry on SANUSLIFE business (so-called straw men) as well as open or covert multiple registrations to the extent that this is prohibited. To that extent it is also prohibited to use the name of a spouse, relative, a trade name, corporation, partnership, trust or any other third party in order to circumvent this provision. It is further prohibited to cause any third parties to sell or purchase products with the intent to achieve a better position in the Remuneration Scheme, to manipulate the group bonus or otherwise to bring about a manipulation of bonuses.

(5) The Member shall not be entitled to territorial protection.

#### **11 Written Warning, Contractual Penalty, Damages, Indemnification**

(1) In the event of a first breach of the Member's obligations pursuant to Sect. 7, a written warning will be issued by SANUSLIFE giving a deadline of 10 days for remedying the infringement. The Member undertakes to reimburse the costs of this written warning, in particular any attorney fees incurred in issuing the warning.

(2) Express reference is made to Sect. 16 (3), whereby in the event of a breach of the obligations pursuant to Sect. 8, 9 and 10 (3) and (4) or in the event of a particularly serious breach of the obligations pursuant to Sect. 7, or of any other applicable contractual obligation or statutory law, SANUSLIFE shall be entitled to extraordinary termination of the contract without prior written warning, but may at its sole discretion take the measures under Sect. 11 (1) in the event of a first breach of obligation. Irrespective of the right to immediate extraordinary termination according to Sect. 16 (3), in individual cases of the occurrence of one of the aforementioned breaches of obligation, SANUSLIFE shall, at its sole discretion, be entitled to issue a written warning within the meaning of subsection (1) even with a reduced deadline for remedy before issuing an extraordinary termination.

(3) If on expiration of the deadline for remedy laid down in the written warning, the same or an essentially similar breach occurs again or the original breach that was the subject of the warning is not remedied, a contractual penalty in an amount to be set at the discretion of SANUSLIFE and, in the event of a dispute, to be reviewed by the competent court but, outside Germany, of not less than €900, shall be due immediately. The additional attorney fees incurred in enforcing the contractual penalty shall be reimbursed by the Member.

(4) In addition to and irrespective of the contractual penalty thus forfeited, the Member shall be liable for any damage caused to SANUSLIFE as a result of the Member's breach of obligation, unless such breach of obligation was outside the Member's control.



(5) The Member shall, on first demand by SANUSLIFE, indemnify SANUSLIFE against any claim made by a third party for any breach of any of the contractual obligations or any other infringement of applicable law by the Member. In particular, the Member undertakes to bear any and all costs incurred by SANUSLIFE in this regard, in particular any legal costs including attorney fees and court costs and any compensation for damages.

## **12 Adjustment of Prices and Commissions**

(1) SANUSLIFE reserves the right to modify the prices to be paid by the Member, the shares of commission allocated to services, the Remuneration Scheme or user fees at the beginning of each new settlement period or in the event of unforeseeable and/or uncontrollable changes, in particular legal changes, changes to the market situation and/or the licensing structure, having caused a significant disruption to the relationship between the goods and services provided and the expected return. SANUSLIFE shall notify the Member of the change within a reasonable period before implementing the change.

(2) Furthermore, SANUSLIFE reserves the right to adjust the prices and user fees to be paid by Members as a result of changed market conditions and/or increased costs pursuant to Sect. 28 (1) of this Member contract. Specifically, the relevant factors for setting prices are as follows: increase in production costs, delivery costs, import costs (customs duties), currency fluctuations.

(3) SANUSLIFE also reserves the right to adjust the shares of commission allocated to services and the Remuneration Scheme as a result of changed pursuant to Sect. 28 (1) of this Member contract within reasonable limits for the Member.

## **13 Advertising Materials, Gifts**

Any free advertising materials and other gifts from SANUSLIFE may be revoked at any time with effect for the future.

## **14 Remuneration, Commissions and Settlement**

(1) In remuneration of successful brokerage and of his activity, the Member shall on reaching the required qualification receive a commission and other remuneration as stated in the SANUSLIFE Remuneration Scheme along with the qualification requirement in each case. The Remuneration Scheme in effect at any given time can be accessed by the Member on his Back Office Dashboard. Payment of the remuneration may be made in fiat money, SANUSCOIN or other available cryptocurrencies (where offered) at the Member's choice if the Member has a bank account within the Single Euro Payments Area (SEPA). For Members having domiciled outside the Single Euro Payments Area (SEPA), as well as for Members domiciled within the Single Euro Payments Area (SEPA) in the case of commission payments for sales to customers/by Members domiciled outside the Single Euro Payments Area (SEPA), payment of the remuneration shall only be made in SANUSCOIN or other available cryptocurrencies (where offered). For payments in SANUSCOIN or other available cryptocurrencies (where offered), the exchange rate applied shall be that quoted by SANUSLIFE on the Back Office Dashboard at the time of the payment being triggered, which may differ from the exchange rate given on exchanges available on the internet.



Payment of the remuneration shall cover all costs incurred by the Member in maintaining and carrying on his business, unless contractually agreed otherwise.

(2) Successful brokerage within the meaning of (1) of this contract shall only be deemed to have occurred if the contractual relationship between the customer and SANUSLIFE has taken effect and the customer has not canceled his application to enter into a contract, in particular under the provisions pertaining to distance and doorstep selling. An entitlement to remuneration shall also only exist when payment from the customer has been credited to SANUSLIFE's account and all other conditions for payment have been met.

(3) In particular, there shall be no entitlement to a commission, if:

- a) The customer makes use of his right to cancel;
- b) The contract is avoided by the customer and such avoidance is legally effective;
- c) The customer contract has been entered into unlawfully;
- d) SANUSLIFE refuses acceptance of the contract;
- e) faulty or incomplete customer orders are submitted.

Furthermore, no entitlement to a commission shall arise in cases of fraudulent brokerage, whether by fraudulent or improper measures on the part of the customer or on the part of the Member or his vicarious agent.

(4) SANUSLIFE reserves the right to request that the Member upload a copy of an ID card or passport to the SANUSLIFE Back Office proving his identity or, in the case of corporations or partnerships, that of the person(s) acting on their behalf, before making a first commission payment. In the case of corporations or partnerships or registered traders, SANUSLIFE also reserves the right to request that a copy of an up-to-date excerpt from the commercial register (not older than one month) be presented.

(5) Subject to different mandatory or non-existent provisions in the country of the Member's domicile, the Member shall in the first place be listed with SANUSLIFE as a small trader. He shall inform SANUSLIFE immediately, indicating his tax ID and submitting confirmation by the competent tax office, as soon as he opts for payment of sales tax (value-added tax) in the course of his business activities or exceeds the small business limit.

(6) Commissions with SANUSLIFE arise on a weekly, monthly and annual basis and are paid according to the following provisions: Weekly commissions are credited weekly and paid out to the Member following a withdrawal and cancellation period of 28 days. Monthly commissions are credited monthly and paid out on the 21st day of the following month. Annual commissions are credited annually and paid out at the end of February of the following year. If one of the payment days mentioned in sentences 2–4 falls on a weekend or a public holiday, payment shall be made on the next working day following the payment day.

Commissions can only be paid to accounts in the name of the Member or his partnership or corporation being party to a contractual relation with SANUSLIFE. No payments can be made to accounts held by third parties. In the event that the remuneration is paid out in SANUSCOIN or other available cryptocurrencies (where offered), the commissions can only be transferred to the eWallet submitted by the Member or – in the event that an external coin transfer provider (e.g., a depot bank) is used – into the



eWallet with that coin transfer service provider of the Member, subject to the condition that the transfer of the cryptocurrency to a previously communicated own eWallet of the Member which the Member manages himself or to an external coin transfer service provider meets the requirements for a transfer of the commission, and provided that any risk of loss of the transferred cryptocurrency or any value risk associated with the transferred cryptocurrency resulting from their volatility (also known as currency fluctuations) will be borne by the Member. Where **SANUSLIFE** incurs bank charges for transferring the commission in fiat money exceeding those arising for domestic bank transfers, **SANUSLIFE** shall be entitled to pass on these bank charges to the Member in the amount exceeding the usual bank charges; the same shall apply for **SANUSCOIN** and other cryptocurrency transactions, where transaction charges may also be passed on.

(7) The parties to the contract agree that no claim exists or may be asserted to a commission superior to that which forms the basis of this contract. This commission covers all claims by the Member, in particular any travel costs, expenses, office costs, call charges and other expenses for advertising materials as well as any other costs in connection with the fulfillment of this contract. Payment of the remuneration pursuant to subsection (1) shall further cover all services provided by the Member, in particular the creation and maintenance of the Members portfolio, the customer base as well as the future market potential resulting from this, and shall be deemed an advance for these services, so that in the event of a termination of the contract by whichever party and for whatever reason, no severance pay and/or compensation for whatever legal reason shall be payable by **SANUSLIFE**. Express reference is made to Sect. 16 (5).

(8) **SANUSLIFE** is entitled to assert a right of retention within the scope of statutory provisions. Furthermore, **SANUSLIFE** is entitled to assert a right of retention with respect to the payment of commissions if all contractually or legally required documents are not available prior to the first payment. In the event of **SANUSLIFE** exercising its right of retention in respect of commission payments, it shall be deemed agreed that the Member shall have no claim for interest for the duration of the retention of the commission.

(9) **SANUSLIFE** is entitled to set off, in full or in part, any accounts receivable by **SANUSLIFE** from the Member against the Member's commission entitlement. **SANUSLIFE** is entitled to retain the commission payments where the Member has failed to make available any required information such as tax ID, bank details or eWallet details; or if the Member is in breach of these contractual provisions or otherwise applicable law and has received a written warning on account of such breach and until the breach has been remedied and, where appropriate and necessary, a cease-and-desist declaration with a penalty clause has been made. The period of retention of the remuneration entitlement shall not entitle the member to an extraordinary termination and shall not give rise to any claim for interest or any other compensation for damages. In the event of an extraordinary termination of this contract by **SANUSLIFE**, **SANUSLIFE** expressly reserves the right to set off, in full or in part, any remuneration entitlement of the Member against its own claims for damages.

(10) **SANUSLIFE** reserves the right to claim back any remuneration already paid to the Member in the event of retrospective cancellations, terminations, avoidances or any other rescission of the underlying sales transaction.





(11) The Member must not assign or pledge any claims arising from Member contracts, unless this provision conflicts with binding law. The contract must not be encumbered with the rights of third parties, unless this provision conflicts with binding law.

(12) The Member shall check the statements received at once and notify **SANUSLIFE** of any objections without undue delay. All commission entitlements are based on the Remuneration Scheme in effect at a given time, which the Member can retrieve in his Back Office and which will be accessible in the Back Office at any time. **SANUSLIFE** must be notified in writing of any incorrect commissions, other remunerations or other payments within 60 days of the incorrect payment. After that time, the commissions, other remunerations and other payments shall be deemed approved.

(13) Commissions shall be paid out on a monthly basis on express demand by the Member in accordance with **SANUSLIFE** terms and methods of payment. **SANUSLIFE** reserves the right only to transfer commissions of a total amount of €25.00 or higher. In the event that the minimum payment amount is not reached, the entitlement to commission shall be paid to the Member in accordance with subsection (6) once the minimum payment amount is reached, depending on the type of commission, but no later than after 6 months.

(14) Where the Member has not nominated a bank account or eWallet for **SANUSLIFE** for payment of his commission, he must nominate a bank account or eWallet within 6 months of the entitlement to a commission arising to allow the payment to be made, as otherwise the claim for payment will lapse pursuant to Sect. 25.

(15) **SANUSLIFE** reserves the right not to disburse commissions or other remunerations to Members for specific products/services offered in **SANUSSTORE** and marked accordingly.

### **15 Blocking of the Member**

(1) In the event that the Member does not provide the evidence requested within 30 days of taking note of the requirements for the payment of remuneration and/or advances on commissions or for any other payment, **SANUSLIFE** shall be entitled to temporarily block the Member from the **SANUSLIFE** system until such time as the required documents are provided. A period of blocking shall not entitle the member to an extraordinary termination and shall not give rise to any claim for interest or other compensation for damages.

(2) In each case where a reminder is issued for documents etc. within the meaning of subsection (1) not submitted after a Member is blocked, **SANUSLIFE** shall be entitled to compensation for the costs incurred in issuing that reminder.

(3) Remunerations and/or advances on commissions or other payments that cannot be paid for the reasons given shall be posted by **SANUSLIFE** as a reserve not bearing interest and shall lapse no later than within the statutory limitation periods.

(4) Irrespective of the reasons for blocking stated in subsection (1), **SANUSLIFE** reserves the right to block a Member for cause. In particular, **SANUSLIFE** reserves the right to block the Member's access to the Back Office and other parts of the **SANUSLIFE** system as well as the Member's entitlement to a commission without a notice period if the Member is in breach of the contractual obligations or otherwise infringes



applicable law. The blocking shall remain in place until such breach of obligation has been remedied following an appropriate written warning by **SANUSLIFE**. In the event of a serious or repeated breach of obligation leading to the extraordinary termination of the contractual relationship, the Member shall be permanently banned. While banned the Member shall be deemed a Free User with no entitlement to a commission. Any entitlement to a commission already accrued shall continue to be lodged and administered on the business account kept by **SANUSLIFE** for the Member, without the Member being entitled to interest.

### **16 Term, Termination of Contract**

(1) The Member contract shall be valid for 12 months at a time. The contract shall be renewed for another 12 months unless it is terminated no later than 30 days before the end of the contract and if the Member pays his annual service fee within the meaning of Sect. 6 before the end of the contract. The Member may also ordinarily terminate his Member contract at any time during the 12-month term by giving 30 days' notice.

(2) If the Member does not pay his annual service fee within the meaning of Sect. 6 within 30 days after the end of the term of the contract, the contract shall be suspended, leading to the Member becoming inactive, forfeiting his entitlement to commissions (inclusive of any discounts, bonuses and commission progression) for the duration of his inactivity and being administered by **SANUSLIFE** as a Free User (customer). The Member shall again have the opportunity to pay the annual service fee within the meaning of Sect. 6, in which case the contractual relationship shall be reinstated with the Member keeping his position within the **SANUSLIFE** sales structure and again becoming entitled to commissions for future business. Following a period of inactivity of 12 months, **SANUSLIFE** shall be entitled to delete the Member from the sales system for reasons of end of contract [term 12 months – see subsection (1)], whereby the Member shall lose his position in the **SANUSLIFE** sales structure.

(3) Irrespective of the reason for termination in subsection (1), both parties shall be entitled to extraordinary termination of the Member contract for cause. A cause for extraordinary termination by **SANUSLIFE** shall further be constituted by a breach of any one of the obligations provided for by Sect. 7 if the Member does not comply with his obligation for remedy pursuant to Sect. 11 (1) on time or if at a later date after the breach of obligation has been remedied there is a further breach of the same or a similar nature. In the event of a breach of the obligations provided for in Sects. 8, 9 and 10 (3) and (4) and in the event of a particularly serious breach of the obligations provided for by Sect. 7 or of any other applicable contractual or statutory provision, **SANUSLIFE** shall be entitled to extraordinary termination without prior written warning. Furthermore, either party shall have cause for extraordinary termination if the respective other party ceases its business or is wound up, if bankruptcy proceedings are opened against the other party or if the opening of bankruptcy proceedings has been refused for lack of assets, or if the other party is otherwise insolvent or has made an affidavit concerning its insolvency in the context of a compulsory execution. The right to extraordinary termination is irrespective of any further claims.

(4) Furthermore, **SANUSLIFE** shall be entitled to extraordinary termination of the Member's contract if the Member has not performed the required actions pursuant to Sect. 14 (4) on simple demand by **SANUSLIFE**



stating a deadline for action.

(5) Following an ordinary termination of the contract, a new contract may be entered into following a period of not less than 6 months without giving rise to an entitlement to the reinstatement of the sales structure in effect before the termination, the Member being administered as a completely new Member registering for the first time. In the event of termination of the contract by transfer of the structure pursuant to Sect. 18 (3), no registration under the former structure/organization shall be possible.

(6) When the contract is terminated, the Member shall have no further entitlement to a commission. This does not apply to contracts already successfully brokered at that time. The entitlement to these commissions shall remain unaffected. Furthermore, when the contract is terminated, the Member shall have no claim to indemnification for sales representatives or any other claim to indemnification or compensation, as pursuant to Sect. 4 (1) the Member is not a sales representative nor entitled to any other indemnification at termination of the contract.

(7) Notices of termination shall only be accepted in writing; notice of an ordinary termination may also be given by email or via the login area at [www.sanuslife.com](http://www.sanuslife.com) > MY PROFILE > My Data [by clicking on the red button labeled "*Please delete my data. I no longer wish to be registered as a User/Member of SANUSLIFE.*"].

(8) If at the same time a Member claims other benefits or services from SANUSLIFE independent of the Member contract, such benefits or services shall not be affected by the termination of the Member contract and shall remain in force, unless the Member expressly request their termination at the time of terminating the Member contract. If the Member continues to purchase services from SANUSLIFE after termination of the contract, he shall be administered as an ordinary customer.

(9) In case of early termination of a contract having a minimum term, there shall be no entitlement to a refund of the service fee, unless the Member has extraordinarily terminated the contract for cause and this extraordinary termination has become effective.

### **17 Member's Privacy Obligations**

The Member is not permitted to transmit any personal or customer-specific data pertaining to end customers to any third parties beyond the rights and/or provisions of the contract or to store or use such data.

### **18 Transfer of Business / Transfer of the Sponsored Structure to Third Parties / Death of the Member**

(1) SANUSLIFE may transfer its business in whole or in part or individual assets to a third party at any time, so long as the transferee complies with applicable law.

(2) If a new corporation or partnership registered as a Member wishes to admit a new shareholder or partner, this shall be permitted where such admission is for up to 20% of the shares in the corporation or partnership and if the previous shareholder(s) or partner(s) having applied for the contract also remain(s) shareholder(s) or partner(s). If a shareholder or partner wishes to withdraw from the corporation or partnership registered as a member or if the shares of one or more shareholder(s) or partner(s) amounting to more than 20% are to be transferred to a third party, such action shall be permissible only with prior



written approval by and at the discretion of **SANUSLIFE** upon appropriate written application submitting the appropriate notarial deed, if applicable, and in accordance with the provisions of this contract. **SANUSLIFE** will charge an administration fee of €25.00 for processing the aforementioned application. If this provision is not complied with, **SANUSLIFE** reserves the right to extraordinary termination of the contract with the corporation or partnership registered as a Member.

(3) The Member contract shall end no later than upon the death of the Member. The Member contract may be inherited in accordance with statutory provisions. Within 6 months of the death of the Member, a new Member contract must be entered into with the heir(s) by which he/she/they succeed(s) to the rights and obligations of the decedent. If the Member has several heirs, this option may only be exercised by one of the heirs who may act as a partial heir or on behalf of the estate. If this option is exercised, **SANUSLIFE** shall not be obligated to verify the existing inheritance relations. If the heir or one of the heirs is already registered as a Member of **SANUSLIFE**, and whereas a natural person may only be allocated one position in the marketing scheme, that heir must relinquish his previous position in the **SANUSLIFE** sales structure or, if the conditions of Sect. 18 (4) are met, must transfer one of the two future sales structures to a third party. A certificate of death must be provided as evidence. Where there exists a will pertaining to the inheritance of the Member contract, a notarized copy of the will must be submitted. If the six-month period has elapsed with no action being taken, all rights and obligations arising from the contract shall pass to **SANUSLIFE**. In exceptional cases, the six-month period shall be extended by a reasonable amount of time where in individual cases it is unreasonably short for the heir(s).

(4) Where the Member is active within the meaning of the Remuneration Scheme, he shall, having reached the Director position for at least 12 consecutive months, be entitled to transfer his sales structure upon prior written approval by **SANUSLIFE** and upon sales and/or transfer contract with the third party as well as submission of the Member application of the third party to **SANUSLIFE**, unless **SANUSLIFE** has exercised its preemption right. The sales structure may only be transferred to persons who are not Members of **SANUSLIFE** at the time of the transfer, have not been Members during the previous 12 months and have not as Members been subject to extraordinary termination by **SANUSLIFE**. Members of **SANUSLIFE**, however, are not permitted to receive a transfer of or purchase a sales structure. Approval by **SANUSLIFE**, even if it does not exercise its preemption right, shall otherwise be at its sole discretion as a business. The Member is obligated to notify **SANUSLIFE** of any intended transfer of his sales structure. Following receipt of this written notification, **SANUSLIFE** shall have a period of one month in which to exercise its preemption right. Failing this, the transfer shall be permitted upon approval by **SANUSLIFE**. A sale shall be possible only if the contractual relationship has not been terminated. In case of termination without notice or of a breach of these General Terms and Conditions for Contractors, the Member's right to sell his own sales organization shall be forfeited; this shall also apply in the event that the selling Member owes **SANUSLIFE** money, is bankrupt or otherwise insolvent or if his assets have been seized. If a corporation or partnership is registered as a Member, the transfer of the sales structure shall be permitted only if the other conditions of this contract are complied with.

(5) In the event that a Member wishes to carry on his future business under a different name, through a corporation or partnership, as a married couple, as a civil partnership or under a different designation



resulting from a different foundation, this shall only be permitted on application, with SANUSLIFE being permitted to refuse such application at its sole discretion.

### **19 Separation/Dissolution**

In the event that a Member registered as a married couple/civil partnership, corporation or partnership terminates his corporation or partnership internally, only one Member position shall remain following such separation, dissolution or other termination of the aforementioned corporation or partnership. The separating spouses/members/shareholders/partners must agree among themselves which spouse/member/shareholder/partner shall continue the contractual relationship and must inform SANUSLIFE of this by means of a written notice signed by both parties and notarized or by submitted the appropriate court order. In the event of an internal dispute regarding the consequences of the separation, divorce, dissolution or other termination in relation to the contractual relationship with SANUSLIFE, SANUSLIFE reserves the right to extraordinary termination where such dispute leads to the neglect of the obligations of the Member, to a breach of these General Terms and Conditions for Contractors, to an infringement of applicable law or to an unreasonable strain on the downline or upline.

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

(1) The Member grants SANUSLIFE the right, free of charge, to create photographic and/or audiovisual material bearing his likeness and/or make voice recordings of him or his statements and quotations in the context of his position as a Member. To that extent, by submitting the Member application and taking note of these General Terms and Conditions for Contractors, the Member expressly consents to the publication, use, reproduction and editing of his quotations, recordings or notes.

(2) The Member is not permitted to make audio, video or other recordings of events sponsored by SANUSLIFE or of conference calls, talks or meetings either for the purpose of sales or for his personal or business use. Furthermore, a Member must not record, make or collate audio and video presentations or recordings of SANUSLIFE events, talks, conference calls or meetings without the prior written agreement of SANUSLIFE.

### **21 Privacy Policy**

The SANUSLIFE Privacy Policy, which the Member can access [here](#), shall have effect; by submitting his Member application he confirms having taken note of and accepted the Privacy Policy as part of the contract.

### **22 Exclusion of Liability**

(1) SANUSLIFE shall only be liable for any damage caused otherwise than by injury to life and limb or health if such damage is caused by willful or grossly negligent acts or by culpable violation of an essential contractual obligation (e.g. payment of commissions) by SANUSLIFE, its employees or its vicarious agents. This also applies to any damage resulting from culpa in contrahendo or from unlawful acts. Any liability



for damages beyond that is excluded.

(2) Except in the case of injury to life and limb or health or willful or grossly negligent acts on the part of SANUSLIFE, its employees or vicarious agents, any liability shall be limited to the damage reasonably foreseeable at the time of entering into the contract and limited in its amount to the average damages typical of the contract. This also applies to indirect damage, in particular loss of profit.

(3) SANUSLIFE shall not be liable for any damage of whatever kind caused by loss of data on the servers, except in the event of grossly negligent or intentional culpability on the part of SANUSLIFE, its employees or vicarious agents.

(4) Content by the Member stored with SANUSLIFE shall be deemed third-party information relative to SANUSLIFE for the purposes of applicable telemedia and/or other law.

(5) However, SANUSLIFE accepts no liability for the products of SANUSCOMPANIES (STORE Partners), as the contractual relationship is at all times agreed with the relevant business.

### **23 Inclusion of Remuneration Scheme and Code of Conduct**

(1) The Compensation plan and the Code of Conduct and the provisions contained therein are expressly recognized as parts of the Member contract. The member must at all times comply with these provisions as amended from time to time.

(2) By sending the Member registration application to SANUSLIFE, the Member also confirms having taken note of the Remuneration Scheme and the Code of Conduct and expressly accepting both documents as parts of the contract.

(3) Pursuant to Sect. 26 (1), SANUSLIFE is entitled to modify the Remuneration Scheme and the Code of Conduct.

### **24 Accounting and Taxation**

(1) Calculation, payment and accounting of commissions and any other remuneration shall be on the basis of the data and documents transmitted by the Member. The Member shall be liable for their completeness and correctness and shall hold SANUSLIFE harmless, including according to the provisions of Sect. 11 (5), if it should commit an accounting error as a result of incorrect or incomplete information being transmitted. Should SANUSLIFE be obligated to make any payment or suffer any other damage in this context, it shall be entitled to an appropriate recovery claim vis-à-vis the Member. SANUSLIFE shall also be entitled to retain and set off any commission entitlement of the Member to cover the claims arising therefrom.

(2) **(applies only to Italy)** Pursuant to Law No. 173 of 08/17/2005 and Art. 19 of Legislative Decree No. 114 of 03/31/1998, Members domiciled in Italy for tax purposes shall be paid their commissions by SANUSLIFE INTERNATIONAL GmbH headquartered in Bolzano, which also acts as party to the contract for Members in Italy. By taxing the commission receipt/invoice the Member pays taxes on his trade activity, which are paid by SANUSLIFE on behalf of the Member. SANUSLIFE accepts no liability for the proper payment of the Member's commission if he fails to communicate to SANUSLIFE any relevant information, such as the



receipt of other commissions from other businesses also operating according to Law No. 173 of 08/17/2005, in good time and in writing.

(3) Members domiciled outside Italy for tax reasons shall be paid their commissions net of VAT. Should the Member exceed the income limit set by the government in any given accounting period, he shall be obligated to apply for a VAT ID with the tax office and enter this in the Back Office (reverse charge mechanism). Should the Member fail to lodge one or several monthly sales figures and thus exceed the tax-free turnover limit and should SANUSLIFE, as a result of this, be required to correct the invoices for the whole tax year retrospectively, a processing fee of €25.00 shall be due for each invoice, which shall be borne by the Member.

(4) SANUSLIFE reserves the right to deduct any applicable tax retention or any taxes and/or social security contributions which SANUSLIFE may exceptionally be bound by law to pay on behalf of the Member in any country from the commissions due to the Member.

## **25 Limitation Periods**

(1) Any claims arising from this contractual relationship shall lapse within 6 months for both parties to the extent permitted by law. The limitation period shall commence at the time the claim is due or at the time when the claim arises or becomes apparent. Statutory regulations providing for a mandatory longer limitation period shall remain unaffected.

## **26 Notifications**

(1) All notifications (with the exception of notices of termination) under this contract shall be made in electronic form via email or in the Member's login area.

(2) Notifications sent to SANUSLIFE must be addressed as follows: SANUSLIFE Administration AG, Lindenstrasse 8, CH-6340 Baar (ZG), Email: [sanusbusiness@sanuslife.com](mailto:sanusbusiness@sanuslife.com)

(3) All notifications (with the exception of notices of termination) sent to the Member outside the Member's login area shall be addressed to the email address given at the time of registration.

## **27 Applicable Law / Venue for Legal Disputes**

(1) This contract is governed by German law. The CISG shall not apply. This shall not affect any mandatory provisions in the country in which the Member is ordinarily resident.

(2) If the Member is a merchant, a corporation under public law or a special fund under public law or is not under the general jurisdiction of the domestic courts or moves his place of residence abroad after entering into the contract or if his place or residence is unknown at the time of legal action being brought, the legal venue for disputes under this contract shall be a competent court in Hamburg, Germany.

## **28 Final Provisions**

(1) SANUSLIFE reserves the right to modify these General Terms and Conditions for Contractors and the Remuneration Scheme at any time and without giving reasons. The modified General Terms and Conditions for Contractors or the modified Remuneration Scheme shall be sent to the Member by





SANUSLIFE on the Back Office Dashboard, by email or in another format no later than six weeks before they are due to take effect. The Member has the right to object to such modifications. Where the Member does not object to the modified General Terms and Conditions for Contractors or the modified Remuneration Scheme within six weeks after receiving the notification of the modifications, the Member shall be deemed to have expressly accepted such modifications. In the notification of the modification of the General Terms and Conditions for Contractors or of the Remuneration Scheme, SANUSLIFE shall inform the Member separately, expressly and in an easily intelligible form of the right to object, the consequences of objection as well as the legal consequences of his silence. In the event of an objection, both parties shall be entitled to terminate the contract at the time at which the modification is due to take effect. Modifications known at the time of entering into the Member contract are not subject to a notification obligation and shall not be a ground for objection by the Member.

(2) Any other modifications or amendments of these General Terms and Conditions for Contractors must be made in writing. This also applies to any waiver of the written-form requirement.

(3) If these General Terms and Conditions for Contractors are translated into another language and if for any provision there are inconsistencies between the German and the translated version of the General Terms and Conditions for Contractors, the German version shall take precedence at all times.

(4) If a clause of these General Terms and Conditions for Contractors is invalid or incomplete, this shall not affect the validity of the contract as a whole. Rather, the invalid clause shall be replaced by such a valid clause as most closely approximates the economic intent of the invalid clause. The same shall apply to closing any gap in the provisions that requires regulation.

General Terms and Conditions for Contractors updated: 2020-08-01