

## **General distribution partners and bonus payment terms**

### **Preamble /Ethical rules**

On behalf of our company, we warmly welcome you as a new contract partner (future sales partner) and wish you the best possible success for your business as an independent sales partner of Namiro SRLS, Via Cave Di Peperino N. 103, 00047, Marino (RM), Italy, VAT Number: 15663201000 and, above all, a lot of pleasure in selling our goods and services. In our sales of our goods and services and our contact with other people, consumer friendliness and security always stand for us, Respectability, fair cooperation with each other and in the entire marketing environment as well as respect for the laws and good manners unassailable in the foreground.

We would therefore ask you to read the following ethical rules as well as our General Terms and Conditions of Distribution very carefully. The company operates an Internet portal which can be found on [www.namiro.world](http://www.namiro.world) as well as on [www.namiro.org](http://www.namiro.org). At these Internet portals you can register, purchase goods and services (services) and also advertise as a freelance sales partner for our goods and services. Note: The term “goods” and “services” is described in section 2 of the contract, package of equipment, goods and services.

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

- Our sales partners give their customers honest and honest advice and clarify any misunderstandings about goods, business opportunities or other statements during a consultation.
- On request, a sales call is dispensed with, the call is postponed or a conversation started in a friendly manner is terminated.
- During a customer contact, the sales partner informs the consumer about all points relating to the goods (such as their intended use, condition, application), or, if the consumer so wishes, the possibility of distribution.
- All information concerning the goods must be comprehensive and true.
- A distributor may not make claims about the properties of the software unless they have been released by the company, or that the goods and services are not illegal.
- The consumer is not encouraged to purchase goods or services through dubious and/ or misleading promises, nor through promises of special benefits, if these benefits are linked to future uncertain successes.

- A distribution partner shall not disclose information regarding its remuneration or potential remuneration from other distribution partners. Furthermore, a sales partner must not guarantee remuneration or raise expectations.
- A distributor shall not claim that the remuneration plan or the goods and services are approved or approved or supported by a State authority by the company.
- **Ethical rules for dealing with distribution partners**
- Sales partners always treat each other fairly and respectfully. The above also applies to dealing with sales partners of other network marketing companies.
- New distribution partners will be truthfully informed about their rights and obligations. Information on possible sales and employment opportunities should be omitted.
- No verbal assurances concerning the Company's goods and services may be made.
- Sales partners are not allowed to recruit sales partners from other companies. Furthermore, distribution partners are not allowed to encourage other distribution partners to change a sponsor within the company.

#### **Ethical rules for dealing with other companies**

- The sales partners of the company always behave fairly and honestly to other companies in the network marketing or social sales area.
- Systematic acquisitions of sales partners of other companies will be avoided.
- Any reduction, misleading or unfair comparative assertions concerning goods, services or distribution systems of other companies shall be omitted.

We would like to introduce you to our General Sales Partners and Bonus Terms and Conditions.

**Section 1 Scope**



**(1) The following Terms and Conditions form part of any Sales Partner Agreement between the Company and the Independent and Independent Affiliate (hereinafter: Sales Partner).**

**(2) The Company provides its services exclusively on the basis of these General Distribution Partners and Bonus Terms.**

**Section 2 Subject-matter of contract, goods and services, bonuses**

(1) The company is an innovative company that offers innovative software products as well as software services (goods) and services (services), such as discount or prepaid debit cards for customers and for tourism and e-commerce area developed or shopping. In addition, the company also carries out the performance of the cryptographic trade via third (so-called Haendler). These products and services are distributed through the distribution channel of direct distribution.

(2) The distributor has, without any obligation to do so, the possibility to mediate goods and services for the company according to its choice, so that the provision of the mediation of goods or services forms the basis of the business of a distributor. For its activities as an intermediary, the distributor shall receive a corresponding commission. **For this activity it is not mandatory for the distributor to incur financial expenses, for a minimum number of goods provided by the company or for the distributor to advertise other distributors. Only free registration is required.** In addition, without any obligation to do so, there is the further possibility to advertise other distribution partners for the distribution of the goods by the company and to obtain a proxy on the goods or services of the advertised distribution partner. The distributor explicitly receives no commission for the mere advertising of a new distributor. Commission is earned only if goods or services are brokered or sold. The commission as well as the manner in which the commission entitlement is disbursed or otherwise fulfilled depend on the remuneration plan in force at that time.

(3) For the commencement and execution of its activities, the Company provides the Sales Partner with an online back office (equipment package) free of charge, which enables the Sales Partner to maintain an up-to-date and comprehensive overview of its sales, commissions, bonuses and customer and downline developments. In addition, the sales partner can purchase different marketing systems, such as a personalized Internet presence, by means of a separate contract. The content and prices of the individual and personalized Internet presence can be found in the back office.

**§3 Bonus payments:**

**The company offers the possibility of bonuses to your customers and sales partners.**

**Bonus payments are made after 90 working days, provided that the distribution partner or customer is entitled to the bonus payment. Bonus withdrawals can be taken from the sales partner and customer after the end of the 90 working day period. Minimum bonus withdrawal from the customer or sales partner is 10 Euro.**

The 90 working days period begins with the receipt of payments for goods or services in the account or cryptowallet of the Company or in the account or cryptowallet of the Company contracted by the Company of which goods and services are carried out on behalf of the Company. Bonuses, unless a deviating account has been expressly accepted in writing by the Company, shall be paid only to accounts or crypto-wallets in the name of the Customer or a partnership or a legal entity; who have a contractual relationship with the company.

**Bonuses are independent of whether the customer receiving the bonus is a sales partner of the company or a customer in a legal or private person only.**

**Bonus payments have nothing in common with commission payments or other amusements and must be kept absolutely separate from commissions and other amusements.**

**Bonuses will be paid to any legal or private person as long as the goods or services of the Company are used and the necessary payment will be made to the account or cryptowallet of the Company or to the account or cryptowallet of the trader has been mandated and is situated.**

Bonus withdrawals can only be timed if the customer or distributor requests the necessary documents (passport or identification card, etc.) when requesting his bonus payment is sent to the company or the trader by electronic means by uploading his documents in accordance with the legal regulations of his home country. Documents must only be sent to the Company or the trader who has been commissioned by the Company if these documents are requested by the Company or the Company's authorised trader by the Customer or Sales Partner.

**Note: Bonus payment means that the Company or Trader commissioned by the Company pays the bonus to the Customer or Sales Partner.**

**The bonus level will be displayed in the customer's online back office, which he will find on the Namiro website. In order to make this withdrawal, the Customer or Sales Partner must apply for a bonus withdrawal or withdrawal from Namiro's Online Back Office to its Bank Account or Cryptowallet.**

Each customer and distributor is responsible for the tax on their income from the bonus payment.

Any customer and sales partner can view a daily view of the bonus payment in the "Namiro's online back office" website by logging in to the Namiro website with his personal password and user logic.

Bonuses depend on a variety of unforeseeable factors and variables Bonuses cannot be guaranteed.

### **Section 3 General conditions for the conclusion of contracts**

(1) A contract may be concluded with legal persons, partnerships or natural persons, whose controller is 18 years of age and is an entrepreneur under the applicable law. It is not possible to conclude a contract between customers.

(2) If a legal person or a partnership (GBR, OHG, KG, etc.) submits a request for a distribution partner, the application shall be made if a partnership is present - the relevant trade register extract for registration as well as the VAT identification number. All partners must be at least 18 years of age. The shareholders are each personally liable to the company for the conduct of the legal person.

2.a) As long as the distribution partner does not carry out any sales, the distribution partner does not have to provide any documents such as trade register excerpt or VAT identification number of the company.

(3) Insofar as online order forms or order forms are used, they shall be considered as part of the contract.

(4) The conclusion of the contract is possible only online by registering on [www.namiro.world](http://www.namiro.world) and [www.namiro.org](http://www.namiro.org). The corresponding e-mail confirmation by the company takes place after registration. The Distributor is obliged to complete the Distributor Partner Application in full and correct and to submit it to the Company. In addition, the Distribution Partner accepts these General Distribution Partner Terms and Conditions as taken into account and accepts them as part of the Contract through appropriate active tick boxes prior to the completion of the registration process. The Company reserves the right to obtain further information from the Distributor on a case-by-case basis.

(5) Changes to the personal data of the sales partner must be made immediately in the online back office of the company at the place specified herein.

(6) The Company reserves the right, at its sole discretion, to refuse distribution partner applications without justification

(7) In the event of a breach of the obligations set out in the first sentence of paragraphs (1) to (2) and (4), the Company shall be entitled, without prior warning, to terminate the Distribution Partner Contract without notice and to recover any commissions paid. In addition, in this case of notice of termination without notice, the Company expressly reserves the right to claim further damages: r.

#### **(1) Section 4 Status of the distributor as an entrepreneur**

(1) The distributor acts as an independent and independent entrepreneur. He is not an employee, commercial agent or broker of the company. There are no sales specifications, acceptance, distribution or other duties. With the exception of the contractual obligations, the distributor is not subject to any instructions from the company and bears the full entrepreneurial risk of his business. The distribution partner is a self-employed entrepreneur for compliance with the relevant legal provisions, including tax and social law requirements (for example, to obtain a VAT identification number or to register its employees with the social security system, as well as to obtain a business licence if necessary).

(2) To that extent, the distributor shall ensure that all commission receipts or bonus receipts it receives as part of its activities or purchases of goods or services for the company are properly taxable at its registered office.

**(3) As long as the distribution partner does not have a turnover, the distribution partner does not have to submit any sub-documents such as: Handelsregisterauszug or VAT identification number of the company.**

#### **Section 5 Right of withdrawal:**

You register with the company as an entrepreneur and not as a consumer, so that you have no legal right of withdrawal. However, the company grants you a 7-day right of recall. In the case of purchase of goods or services, the right of recovery shall begin with payment of the goods or services.

#### **Section 6 Administrative, Administration and Administration fees**

For the use as well as for the maintenance, administration, care and maintenance of the -Service provided by the Company (Back Office), the Company does not charge an annual membership, administration and maintenance fee.

#### **Section 7 Obligations of the distributor in relation to advertising and general obligations**

(1) The distributor is obliged to protect his personal passwords and login identifiers from third party access. The distribution partner is prohibited from violating the rights of the company to its distribution partners, related companies or other third parties, harassing third parties or otherwise violating applicable law. In particular, the distributor shall not be permitted to provide false or misleading information about the company or the goods or the distribution system of the company. Products to make. Within the framework of its intermediation or advertising activities, the sales partner will only make such statements about the goods of the Company's assortment and about the Company's sales system, which correspond in

content to the specifications of the Company's advertising and information materials. Furthermore, the prohibition on sending unsolicited advertising e-mails, advertising faxes or advertising SMS (spam) also applies. Furthermore, the misuse or conduct of unlawful acts, such as the use of unauthorised or unfair advertising (such as misleading statements), is prohibited.

(2) At no point on any means of advertising may the distributor provide information about his income or the opportunities for earning money from the company. On the contrary, there is always an obligation to draw the attention of potential affiliates within the framework of railway practices that the achievement of a good income can only be achieved through intensive continuous work.

(3) The use, production and distribution of our own sales documents, our own websites, our own product brochures, advertising videos or films, or other independently created on-line products or Offline Media and Advertising Media is only permitted by the Distributor with the prior consent of the Company. The application from the Company and its services via own or external Internet sites is also possible only with the prior written consent of the Company. Advertising is only permitted through the official pages of the company without separate consent. In the event that the Distributor advertises the Company's services in other Internet media such as social networks (such as Facebook, Instagram, Google+), online blogs or chat rooms, it may only use the Company's official advertising statements. In addition, when applying to other Internet media, the distributor must expressly indicate that it is not an official advertisement or presence of the company.

(4) The goods and services of and the membership of the Company may be revocably presented by the distribution partners in accordance with the applicable law, at home parties or events, online home parties, webinars or other online presentations.

(5) The goods and services may not be offered at auctions, public and private digital flea markets, swap exchanges, online department stores, Internet shops, Internet markets such as eBay, Amazon or similar sales locations.

(6) The distributor is obliged to identify himself as an independent partner of the company during business transactions. Internet homepages, letterhead, business cards, car descriptions, advertisements, advertising materials, and the like must in principle have the addition of "self-employed sales partners". The distributor is also prohibited from doing so on behalf of the company for or in the interest of the company. to seek and borrow on behalf of the undertaking, to make expenditure, to enter into commitments, to open bank accounts or to conclude other contracts.

(7) All travel expenses, expenses, office expenses, telephone costs or other expenses for advertising materials shall be borne by the distributor.

(8) In commercial traffic, the distributor is not entitled to call trademarks of competing companies negative, degrading or otherwise illegal. assess other undertakings in a negative or degrading manner.

(9) All presentation, advertising, training and video/film materials of the company are protected by copyright. They may not be reproduced, distributed, made publicly available or processed in whole or in extracts, without the express written consent of the Company.

(10) Also the use (or modification) of the trademark of the registered trademark, product names, In addition to the expressly available advertising materials and other official documents of the Company, the Company's promotional and business names are only permitted with express written consent. It is also prohibited to register your own trademarks, advertising articles, websites or other intellectual property rights which contain the trademark company or registered trademarks, product names, advertising articles or business names of the company. The above applies also to trademarks, trade names or advertising articles to which the company has an exclusive right of use.

(11) The distribution partner is not allowed to respond to press inquiries about the company's services, marketing plan of the company or other services or goods of the company. The distributor is obliged to send all press inquiries to the company by e-mail without delay. Furthermore, the distributor becomes public (for example television, radio, internet forums) to the company the goods the services of the company and to the distribution system of the company only after prior written consent of the company to use.

(12) The distributor will notify the place, time and content of advertising events addressed to the general public in good time before the invitation to the management of the company is published by e-mail. The Company may request changes or waivers of the event if this is necessary in the interests of the Company and the Sales Organization.

(13) Customer inquiries or complaints of any kind about the products, the service or the payment system must be immediately communicated to the company by e-mail.

(14) Distributors are always prohibited from selling or selling their own marketing and/or sales documents to other distributors.

(16) The use of toll telephone numbers to market the activity or goods and services of the company is not permitted.

(17) The company enables the distributor to purchase the goods and services for the personal use or the needs of family members. Under no circumstances shall the distribution partner itself or its family members, other distribution partners or any other third party acquire goods or services beyond its own needs in order to create or fake claims for commission.

(19) The Distribution Partner may only advertise and sell goods or services for the Company in such countries or attract new Distribution Partners officially opened by the Company.

(20) The distributor is required to inform the company immediately and truthfully of any breaches of the rules of the general distribution partners as well as of the "Bonus Payment Terms". The storage must be done by e-mail to the e-mail address of the company.

### **Section 8 Non-compete non-compete non-compete obligation / promotion / sale of other services**

(1) The distributor is allowed to sell goods and/or services to other companies, including network marketing, even if they are competitors.

(3) The distributor shall also be prohibited from infringing other distributors or other distribution contracts concluded with other undertakings whose clauses are still in effect.

(4) To the extent that the distribution partner is simultaneously active for other competitors, other companies or network marketing companies, it commits itself to the respective activity (together with its respective downline) in such a way as not to link or mix with its activities for which other undertakings are involved. In particular, the distributor shall not offer any other than goods and/or services of the Company at the same time in the same place or in close proximity or on the same website, Facebook page, other social media platform or Internet platform; unless the firm has expressly authorised this in writing.

### **Section 9 Confidentiality**

**The distributor has to keep absolutely silent about company secrets from the company and about its structure. Business secrets include, in particular, customer and sales partner data, as well as information on the downline activities and the information contained therein. This obligation shall continue even after the termination of the distribution partner contract.**

### **Section 12 Adjustment of prices**

**The Company reserves the right, in particular with regard to changes in the market situation and/or distribution structure, to modify the prices to be paid by the Distribution Partner or the commission shares assigned to the services, the remuneration plan or bonus payments; in particular to increase prices or to adapt commissions to market conditions.**

### **Section 13 Advertising materials, grants, data processing**

**All free advertising and other donations of the Company may be revoked at any time with effect for the future.**

## **Section 14 Remuneration / Payment Terms / Commission Payment Modalities / Ban on Assignment**

**(1) When the required qualifications are obtained, the distributor receives commissions as well as other remuneration, including the respective qualification requirements, arising from the company's remuneration plan. All claims for commissions are based on the current remuneration plan, which the distributor can call up in his back office and which can be viewed in the back office. With the payment of the credit, all costs of the distribution partner for the maintenance and execution of his business, insofar as they are not separately contractually agreed, are covered.**

**(2) The Company reserves the right to ask the distribution partner for proof of identity and trade registration (e.g. The proof of identity may be chosen by the Company in the form of a copy of the identity card or passport in conjunction with a current electricity, gas-water or other consumption bill (not older than one month) and shall take place within 2 weeks of the request. In the case of legal persons or partnerships or registered traders, proof of identification shall be provided by the responsible person (for example, a member of the Board of Management or a person with personal liability) and, if entered in the commercial register a copy of the current trade register statement (not older than one month).**

(3) The sales partner is initially managed by a small trader. By notifying his tax number and submitting a confirmation from his tax office, he will immediately inform the company as soon as he has paid VAT (VAT) in the course of his commercial activity or exceeds the small business limits.

(4) Commissions, bonuses and fees for goods and services of the distribution partner and its customers may be paid only on accounts, unless a different account has been expressly accepted in writing by the Company; in its name or a partnership or a legal person in a contractual relationship with the company. Disbursements to external accounts or to a bank account located outside the country where the partner is registered cannot be made.

(5) The Company is entitled to assert a right of retention within the scope of the legal requirements. In addition, the Company is entitled to assert a right of retention on account of the payment of commissions, unless all legally required documents are available before the first payment, for example the VAT identification number for legal persons, if requested and granted. In the event that the Company exercises the right of retention of commission payment, it is agreed that the Distributor shall not be entitled to interest for the period of retention of commission.

(6) The Company is entitled to charge all or part of the claims of the Company against the Distributor. The distributor shall be entitled to offset if the counter-claims are undisputed or have been determined by a final judgment.

(7) Assignments and pledges of claims of the distribution partner arising from distribution partner contracts are excluded, insofar as the law in force is not binding. The encumbrance of the contract with the rights of third parties is not permitted, provided that this does not conflict with the law in force.

(8) The distributor will check the invoices issued as soon as possible and will immediately inform the company of any objections. All claims for commissions are based on the current remuneration plan, which the distributor can call up in his back office and which can be viewed in the back office. Incorrect commissions, must be notified in writing to the Company within 60 days of the incorrect payment. After that date, the commissions shall be deemed to be approved.

(9) The commissions are presented in the Online Backoffice, taking into account the company's payment methods and payment methods. The sales partner can call up his own commission in the back office and request it twice a month.

#### **Section 15 Blocking of the distributor**

**(1) In the event that the distributor fails to provide all necessary evidence within 14 days of registration and acknowledgement of the requirements for commission payment, the Company shall be entitled to the temporary suspension of the distribution partner until the time of the provision of the required legal documentation. The period of suspension does not entitle the distribution partner to an extraordinary termination, nor does it give rise to a refund of the goods or services already paid (if goods or services have been purchased), or to a claim for damages; unless the distributor is responsible for the blocking.**

**(2) Commission claims which cannot be paid on account of the above-mentioned reasons shall be booked as a provision within the company and shall be statute-barred at the latest within the statutory limitation periods.**

**(3) In each case the Company is entitled to replace the necessary costs for this Grace.**

**(4) Irrespective of the grounds for blocking referred to in paragraph (1), the Company reserves the right to block for an important reason.**

#### **Section 16 Duration and termination of contract and consequences of termination / right of return**

**(1) The distribution partner contract is agreed for 36 months. The contract shall be renewed for a further period of 12 months, unless notice is given three months at the end of the contract.**

**Note: The dissolution of a distribution partner contract has no influence on the bonus payment. The bonus payment is made as long as the sales partner or customer uses the goods and services of the company and the payment is made to the company or its agent.**

**(3) domains containing the company's trademark a trade name, a business name or a work title by the company; shall no longer be used after termination of the contract and shall be issued upon request to the Company against payment of the cost of the transfer of the domain. The above applies also to trademarks, business names or works titles on which the company has an exclusive right of use.**

**(5) Upon termination of the contract, the distributor is not entitled to commission. In particular, the distribution partner is not a commercial agent within the meaning of the Commercial Code. The bonus payment is independent of this. Bonuses will be paid to any legal or private person as long as the goods or services are used and the necessary payment is placed in the account of the firm or in the account of the trader who commissioned the firm.**

(7) If at the same time a distribution partner claims other services independent of the distribution partner contract from the Company, these services shall remain unaffected by the termination of the distribution partner contract unless: the distributor expressly requires termination of the contract upon termination and such termination is permissible. If the distributor continues to purchase services and services from the Company after the termination of the contract, it will be operated as a normal customer.

(8) Cancellations must always be made in writing by email to the following e-mail address of the company.

#### Section 17 Disclaimer of liability

(1) The Company shall only be liable for damages other than those caused by injury to life, body and health insofar as they are caused by intentional or gross negligence or culpable violation of an essential contractual obligation (e.g., payment of the commission) is based on the company of its employees or vicarious agents. This also applies to damages resulting from the violation of obligations during contract negotiations and from the performance of unauthorised acts. Further liability for damages is excluded.

(2) Liability is, except in the case of injury to life, body and health or wilful or grossly negligent conduct of the company of its employees or vicarious agents; is typically foreseeable at the time of the conclusion of the contract and, in other respects, is limited to average contract-typical damages. This also applies to indirect damages, in particular lost profits.

(3) The Company shall not be liable for any damage, whatever the nature of the loss of data on the servers, except in the case of gross negligence or wilful misconduct of the Company of its employees or vicarious agents. Stored contents of the distribution partners are information for the company in the sense of the TMG.

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

## Section 18 Transfer of operations / sponsored structure to third parties/ Death of the distributor

(1) The Company may, at any time, transfer all or part of its contractual position to a successor undertaking, which shall continue in the same manner the business which is the subject of this Agreement and shall fully respect the existing rights and obligations.

(2) The distribution partner shall be entitled to transfer its distribution structure, subject to the prior written consent of the company and to submit the contract of sale and/or transfer with the third party, as well as to submit the third party's request to the company: unless the Company exercised its right of first refusal. The transfer of the distribution structure is only possible to persons who are not the distribution partner with the company at the time of the transfer.

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

(5) The sales partner contract shall end at the latest with the death of the sales partner. The sales partner contract can be inherited in accordance with the legal requirements. Within 6 months of death, a new distribution partner contract must be concluded with the heir/heirs, through which he/she enters/enters into the rights and obligations of the deceased. Exceptionally, the six-month period shall be extended by an appropriate length provided that it is disproportionately short for the heir/s in individual cases.

## Section 20 Incorporation of the remuneration plan

(1) The remuneration plan and the specifications contained therein are explicitly part of the sales partner contract. The distributor must always comply with these specifications in accordance with the respectively valid version.

(2) By sending the online application to the company, the distributor assures at the same time that he has taken note of the compensation plan and accepts these documents as part of the contract.

(3) The Company is entitled to change the compensation plan at any time. The distributor has the right to object to the amendment unless he expressly accepts the amendment. In the event of opposition, the distributor shall be entitled to terminate the contract at the time of the entry into force of the amendment. If the supplier does not properly terminate the contract within four weeks of the entry into force of the amendment, the distributor shall accept the amendment.

## Section 21 Consent to the use of photographic and audiovisual material

The distributor grants the company the right to collect photographic and/or audiovisual material with his image, voice recordings or statements and quotations free of charge in the course of its function as a distributor. carry out. In this respect, by signing the application for a distribution partner and notifying these General Terms and Conditions of Sale and Delivery, the distribution partner expressly agrees to publish, use, reproduce and modify its quotations; Record it or record it.

## **§ 22 Data protection**

**(1) The following data protection statement is issued by the Company to other data protection statements which can be viewed and retrieved by the Company in the Back Office (Web Office) and which only apply in addition.**

**(2) The company uses the personal data transmitted by the distributor (e.g. To this extent, the Company collects, stores and processes data provided exclusively by the Partner as part of its information in the application form and in particular does not establish user behaviour profiles.**

**(3) For the purpose of fulfilling the contract, for example the billing, conclusion of a rental contract or the payment of commissions, bonuses, goods as well as performance and marketing information, the personal data of the distribution partner to third parties, such as accounting, to the bank, the institution to be paid out or the paying payment service provider, to the extent necessary to fulfil the contractual obligations referred to above.**

**(5) In addition to the above purpose, all personal data transmitted to the Company by the Distributor shall not be disclosed to third parties without its separate written consent: unless it is done by law or by authority.**

**(6) After termination and execution of the contract, including the full payment of the agreed fees, the data of the Partner, except for the data, shall be for which a consent to a further use has been granted.**

## **§ 23 Limitation period**

**The claims arising from this contractual relationship shall become time-barred in six months from the date on which the claim in question is due and the creditor knows the circumstances which justify his claim. if his ignorance of these circumstances is based on gross negligence. Statutory provisions that provide for a longer period of limitation shall remain unaffected.**

## **Section 24 Applicable law/ Divergent jurisdiction/Taxation**

(1) The right of domicile of the Company shall apply to the exclusion of the UN Convention for the International Sale of Goods. Mandatory provisions of the State in which the distributor is habitually resident shall remain unaffected.

(2) The place of jurisdiction and the place of performance shall be the registered office of the Company, provided that this provision does not preclude this right.

The distributor is responsible for the taxation of his income from commissions, bonuses, other benefits by the company to his private or legal person according to the legal regulations of his home country.

#### § 25 Final provisions

(1) The Company is entitled to modify the General Terms and Conditions of Distribution at any time. The Company will notify changes within a reasonable period of time and the Distributor has the right to object to the change. In the event of opposition, the distributor shall be entitled to terminate the contract at the time of the entry into force of the amendment. If the supplier does not properly terminate the contract within four weeks of the entry into force of the amendment, the distributor shall accept the amendment.

(2) In addition, changes or additions to these General Terms and Conditions of Distribution shall be in writing. This also applies to the cancellation of the written form requirement.

(3) If a clause of these Terms of Use is ineffective or incomplete, the entire contract shall not be ineffective. Instead, the ineffective clause is to be replaced by one that is effective and that comes closest economically to the meaning of the ineffective clause. The same should apply when closing a loophole that is in need of regulation.

Status of the General Terms and Conditions of Distribution: .....