

General terms and conditions for sales partners

Introduction

The QOMX and also the iQOM is a cryptographically generated token that serves as a digital unit of account and value storage for the stored raw materials and new technologies. The horizon for a project participation is at least 36 months. The QOMX is not a pay token and has not yet been released for trading on any stock exchange. It is strictly prohibited to sell it to third parties without the consent and knowledge of the issuer prior to an official listing. Commercial and private sales transactions against FIAT as well as against crypto-currencies such as BTC are strictly prohibited and will be severely punished with the appropriate measures. It is in preparation after the start-up phase of the project "Digitisation of Raw Materials and Establishment of a Digital Supply Chain", to sell the raw materials digitised on the Blockchain to Offtaker and/or industrial end-customers after the audits and evaluations already carried out by international auditing firms. Subsequently, the QOMX in circulation are successively bought back and removed from the circulation process in a 5-year plan according to a buy-out step-by-step plan laid down in the evaluation.

At the time of publication there are no regulated trading places for security tokens and/or digital units of account with deposited raw materials or similar products.

Please also note the following risk warnings.

The distribution of free QOMX or iQOM tokens for the support of cooperative projects is automated directly to the connected internal electronic member wallets. All SBG members receive free access to the individual environment, security tools such as 2FA and the internal ecosystem via the website. Qommodity Financial Corp. has developed an internal wallet system and signed an exclusive user contract with a provider that explicitly allows only members of the cooperative to access this area via a defined login area with password protection. With registration and acceptance of the general terms and conditions of the platform operator, every user automatically becomes a member of the SBG with a basic membership. An active membership must be applied for separately.

The requirements for an active membership are regulated by the General Terms and Conditions and the Statutes of the SBG. For all members, there

is primarily no need to set up an additional electronic wallet in order to ensure the receipt of free tokens.

Alternatively, it is also possible to transfer the QOMX free tokens to an external wallet or individual cold storage solutions immediately after receipt and thus also manage the private key independently. Please note the risk and security notice. ² The technical data required to create an external wallet are published in the project description and can be viewed on the website www.qommodity.io.

² Security notes: Employees of the platform operator will never ask you for your private key. Private keys must always be kept in a safe place to which only they have access. Risk note: The independent safekeeping of private keys and the associated risk of losing the access data of an external wallet can in extreme cases lead to the complete loss of the QOMX free token.

Legal and general risk warnings

Affiliate marketing

Only members of the cooperative who are convinced of our idea may recruit new members for the cooperative and recommend our projects to others. All members of the SBG are not allowed to approach strangers commercially or to distribute or sell the free QOMX Token commercially to third parties prior to an official listing on a regulated stock exchange!

Bounty

We are looking for people to report about us and the project. This can be in a video in social media, an article in a blog or as a post on a foreign blog. We reserve a part of the free token budget as a bonus for these marketing activities. More information is available on our homepage. The reward is based on the scope of the service, the reach and experience of the participants. Interested parties can inquire about your project on the homepage via the feedback tool and will receive a decision and notification about the number of free QOMX Tokens in a timely manner. We award all contracts individually and decide on a case-by-case basis.

Business Partner

Swiss Blockchain Cooperative (SBG) cooperates very closely with several partners to develop a sustainable long-term project. The aim is to work intensively with our business partners from the very beginning and to develop solutions together. We are convinced that a strong network of

partners is the key to entrepreneurial success. We therefore only offer extended cooperation and access to new technologies to members of SBG who wish to invest in SBG's projects.

Only in this way can we jointly develop a strong product and valuable projects for the cooperative. Our business partners also benefit from an increased reach and numerous new markets. The SWISS Blockchain Cooperative is governed by Swiss law. It was founded in the legal form of a cooperative. SBG is entered in the Zug Commercial Register with the registration number CHE-344.593.529. Unless otherwise stated, the German version applies in all publications. A law firm specializing in block chain technology supports SBG in the legal implementation and digitalization of raw materials.

Disclaimer

This General Terms and Conditions (GTC) has the claim to clarify and explain all details and information truthfully to the best of our knowledge and belief. However, structures, plans and agreements may change at any time even after the publication of the GTC's. We are always focused on keeping our documents and publications up to date. SBG endeavours to make these changes available online promptly in a revised and updated version. All investors, partners, users or interested parties are given free access to the information via our homepage and social networks. We recommend every investor to subscribe to our newsletter in order to be informed about changes in a timely manner.

General risks

In principle, digital tokens designed in this way will offer opportunities for above-average market, industry and company-related price increases in the future. However, members must also consider the possibility of a loss. Risk is always two-sided; where profits are possible, losses cannot be ruled out.

Investments in digital tokens are subject to the usual capital market and other risks in addition to the technological risk. The price of a token after a listing on a stock exchange, as well as the possible income from this in the form of profit sharing when the raw materials are sold, are subject to fluctuations or may not be realized at all. There is no guarantee that the amount invested will not lose value in the future. In extreme cases, there is also the risk of a total loss.

Exchange rate risk

More than commercially available (fiat) currencies, tokens may be subject to strong fluctuations after an exchange listing. The volatility of all crypto currencies is many times higher than that of conventional (fiat) currencies, even intraday. Especially when converting the investor's home currency into crypto currencies and vice versa, significant losses (or gains) can occur due to the exchange rate change. Investors should pay special attention to the exchange rate risk when making their decisions.

Forward-Looking Statements

Some statements contained in this Whitebook that relate to future business and future operations or developments may constitute forward-looking statements.

These statements are often, but not exclusively, identified by formulations such as "estimate", "will", "expect", "want", "may", "attempt", "intend", "plan", "believe", "aim", and "predict" or similar expressions.

These statements and comments are based on current expectations and knowledge, some of which are beyond our control.

If some or more of the underlying expectations do not materialize, or if assumptions prove incorrect, the actual effects, goals, or projected results may differ materially from those expressed or implied in the forward-looking statement. This applies to both negative and positive deviations. SBG cannot guarantee and does not intend to update all forward-looking statements in a timely manner or to correct them in the event of developments that differ from those anticipated. For these reasons, forward-looking statements are not guaranteeing future performance and results of SBG.

KYC

KYC is an abbreviation for Know Your Customer and means "Know Your Customer". KYC describes "unambiguous identification of customers" whenever transactions involve funds, commodities, new technologies or investment objects. We are required by law to collect personal data, information about the beneficial owner and the origin of the money.

The scope of the information requirements varies with the amount of the investment and the nature of the investor. A KYC process for legal entities (companies) is more extensive than for private individuals. For private individuals, the KYC process is often cumbersome and unpleasant, especially since it does not appear to bring any direct benefit to them.

However, the laws in Switzerland, the EU and almost all countries worldwide make a proper KYC process mandatory. The background to these laws is the worldwide fight against money laundering and terrorism. The subject is not new either; banks and financial service providers have always carried out the relevant KYC checks.

Therefore, we too must identify all members of AB or the SGB and clear up uncertainties regarding the source of funds before members can participate in the planned projects. If you have any further questions about the KYC process, please do not hesitate to contact us.

Trading platforms

In the future, as soon as they are officially available, our token should be able to be traded independently on various regulated secondary trading platforms. Members will then be able to freely convert, sell and trade the token without the need for approval or permission. The platforms provided by external companies (Exchange) for this purpose can be highly speculative. The market is still very young and is in its early stages. An efficient and arbitrage-free secondary market cannot be guaranteed at all times. Investors should bear this in mind when making their investments and decisions.

Alternatively, if such trading platforms are not available, the cooperative reserves the right to sell the tokenised commodities to industrial customers and/or offtakers within the project period described in each case after extraction and production of the planned end products in accordance with the contractual conditions in the Investment Streaming Agreements. Should a listing of digitally created units of account as a store of value for commodities not be possible due to government or regulatory provisions, either because the appropriate regulated trading platforms are not available and/or cannot be implemented due to government and regulatory measures and possible restrictions, SGB and its partner companies reserve the right to carry out a listing and IPO on Nasdaq First North. This listing process and a subsequent IPO will take approximately 12 months.

Nasdaq First North was created in 2006 and 2007 when the American Nasdaq took over the stock exchanges in Stockholm, Copenhagen and Helsinki and merged them into an electronic market. From the very beginning, Nasdaq First North was particularly interested in new and emerging companies.

Tax aspects

Both on the cooperative side and for members, the tax assessment and treatment of such a project is neither uniform nor strictly regulated in many jurisdictions.

Members should consult their tax advisor or an expert on the tax treatment; AB cannot make any binding statements here. The tax treatment varies greatly between the individual jurisdictions, so that adverse effects cannot be ruled out.

There may be an obligation to file a tax return, pay an increased income tax or other final withholding taxes.

This presentation is exemplary and not exhaustive. It is the responsibility of each member to obtain comprehensive information in advance and, in case of doubt, to refrain from investing in the projects of SBG in the event of ambiguities regarding local jurisdiction.

The government in Switzerland is generally open to crypto-currencies and a possible token sale after the listing, as can be seen from numerous media reports. The tax treatment in Switzerland, Liechtenstein, the European Union and also worldwide has not yet been conclusively clarified and is subject to constant changes as jurisdiction is only just developing. This is not unusual in such a young market.

Nevertheless, even AB or also SBG cannot exclude the possibility that the tax treatment of the token after a listing may develop to the disadvantage of both SBG and the member in the future.

Market risk and non-deductibility

SBG has strong partnerships and has internationally successful partners at its side. Nevertheless, the possibility cannot be ruled out that SBG's innovative projects will not achieve the envisaged success on the market. A lack of interest in the market can lead to negative consequences for SBG, its partners and the members of SGB. Professional investors and also all members of SBG should be aware of the increased risk and be able to financially cope with a loss.

Cyber-attacks and hacking

The need for high security standards and protection against cyber-attacks has always been part of everyday life. Nevertheless, there is no absolute security for any system. The platform always meets the highest security requirements. Attackers can, however, damage the business model on the

one hand and attack the token itself or the wallet on the other hand. AB will do everything possible to ensure the best possible protection for members and professional investors.

Unknown

In science there is the term "unknown unknowns", which means unknown unknowns. We cannot give an exhaustive list of risks because the technology and regulation are so new.

Technology, regulation and the market environment can change at any time: ...both positively and negatively for investors. Blockchain technology is as modern and disruptive an idea as it is new and inexperienced. As usual with new technologies and processes, it is never possible to list or explain all risks. This means that in the future, additional risks may arise that could not be foreseen before.

Backoffice Terms and Conditions

1 Scope of application

(1) The following terms and conditions are part of each distribution partner agreement between AssetBench Ltd, Registration Number C91660 Corporate Office in Triq it – Taghlim, FGR 2123 Fgura/Malta (hereinafter: AB) and the independent and self-contained contracting party, affiliate, affiliate program participant or team partner (hereinafter: Distributor).

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

General terms and conditions for sales partners.

- **2 Subject matter of the contract, equipment package and additional services**

(1) AB is an innovative company which operates a technological concept for the mining of blockchain-based digital information units tradable within AB Systems.

For the aforementioned purposes, services such as access to the AB Academy, access to an internal exchange, are provided (all aforementioned goods and services will in future be referred to as "goods").

All goods are currently only offered via the direct sales channel. AB expressly points out that AB does not sell, distribute or otherwise mediate any crypto coins/tokens directly or indirectly, itself or via third parties.

(2) The Distributor shall have the possibility for AB, at its own discretion, to broker negotiable goods without any obligation to do so. The provision of the brokerage of the goods is the basis of the business of a Distributor. The sales partner receives a corresponding remuneration for his activity as an intermediary.

For this activity it is not obligatory that the sales partner makes financial expenditures, purchases a minimum number of goods from AB, or that the sales partner recruits other sales partners. Only free registration is required. It continues to exist, without there being any obligation to do so, to advertise the possibility of other sales partners for the sale of AB's goods and to receive remuneration for the sale of the goods by the advertised sales partner. The Distributor expressly receives **no** remuneration for the mere advertising of a new Distributor. The remuneration, as well as the method of payment or other fulfilment of the remuneration claim, shall be based on the remuneration plan applicable at that time.

(3) AB shall provide the sales partner with an online back office for the commencement and execution of its activities. This enables the sales partner to have an up-to-date and comprehensive overview of his sales, remuneration, customer and downline developments.

- **3 General requirements for the conclusion of a contract**

(1) A contract may be concluded with legal entities, partnerships or natural persons who have reached the age of 18 or whose responsible persons are entrepreneurs in accordance with applicable law and who hold a trade license, if required. It is not possible for consumers to conclude a contract.

(2) If a legal entity or a partnership (GBR, OHG, KG, etc.) submits a distribution partner application, the relevant extract from the commercial register about the registration as well as the sales tax identification number must be submitted – if available for a partnership. All partners must be at least 18 years old. The partners are personally liable to Projector for the conduct of the legal entity.

(3) Each sales partner shall only be entitled to acquire a position in the remuneration plan, whereby circumvention of this requirement by registration as a natural person and additionally through a legal entity or partnership is prohibited.

(4) The sales partner accepts these General Sales Partner Terms and Conditions with a separate "check mark" as acknowledged and as an integral part of the contract. AB reserves the right in individual cases to obtain further information from the Distributor.

(5) When registering, the sales partner must select his e-mail address and a password, then he will receive a confirmation e-mail to the e-mail address he has specified with the access data.

Before the first independent acquisition of an Educational Package or the commencement of sales activities for AB, the sales partner must complete his data in his profile. The verification is carried out according to the respective verification procedure offered by AB.

(6) Changes to the personal data of the Distributor must be reported to AB immediately and will be updated in the profile.

(7) AB reserves the right to refuse Distributors at its sole discretion without any justification. Insofar as online order forms or order forms are used, these shall be deemed an integral part of the contract.

(8) In the event of a breach of the obligations regulated in paragraphs (1) to (2) and (4) sentence 1, AB is entitled without prior warning to terminate the distribution partner contract without notice and to reclaim any remuneration paid. In addition, AB expressly reserves the right to assert further claims for damages in this case of termination without notice.

- **4 Status of the sales partner as entrepreneur**

(1) The sales partner shall act as an independent and autonomous entrepreneur. He is neither an employee nor a commercial agent or broker of AB. There are no sales targets, acceptance, distribution or other duties. With the exception of the contractual obligations, the Distributor is not subject to any instructions from AB and bears the full entrepreneurial risk of its business activities including the obligation to bear all its business costs and the obligation to properly pay its employees, if it employs any.

(2) As an independent entrepreneur, the sales partner is solely responsible for compliance with the relevant statutory provisions, including tax and

social law requirements (e.g. obtaining a VAT identification number or registering his employees with the social insurance system, as well as for obtaining a trade license, if required). In this respect, the sales partner assures that all remuneration income which he earns within the scope of his activities for AB will be duly taxed at his registered office. AB reserves the right to deduct from the agreed remuneration the respective sum for taxes and duties or to claim damages or reimbursement of expenses which it incurs as a result of an infringement of the aforementioned requirements, unless the Distributor is not responsible for the damage or expense. AB shall not pay any social security contributions for the Distributor. The Distributor is not authorized to make declarations or enter into obligations on behalf of AB.

- **5 Voluntary contractual revocation instruction**

You register with AB as an entrepreneur and not as a consumer, so that you are not entitled to any statutory right of revocation. Nevertheless, AB grants you the following voluntary two-week contractual right of revocation.

Voluntary right of withdrawal

You can revoke your contractual statement within two weeks without giving reasons in writing (by letter or e-mail). The period begins with the online registration for the sales partnership. In order to maintain the

The timely dispatch (date of postmark/e-mail) of the revocation or the Educational Package is sufficient for the revocation period.

The revocation must be addressed to AssetBench Ltd,

Corporate Office Triq it – Taghlim, FGR 2123 Fgura/Malta

or by email to: info@assetbench.io

Waiver of the right of withdrawal

A handover/transmission/provision of goods or other services shall only take place after expiry of the revocation period. If a delivery/transmission/provision is desired by the sales partner before the expiry of the withdrawal period, he hereby expressly waives his right of withdrawal.

Consequences of revocation:

In the event of an effective revocation of the contract declaration, the services received by both parties are to be returned and any benefits derived are to be surrendered. If you are unable to return the goods or services received in whole or in part, or only in a deteriorated condition, you must compensate us for the loss in value. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation or the goods, for us with their receipt.

A sales partner can re-register with AB after exercising his right of withdrawal. Prerequisite is that the revocation of the sales partner is at least 6 months ago, and the revoking sales partner has not carried out any activities for AB during this time.

End of the revocation instruction

- **6 Administration, support and processing fee**

The distribution partner acquires with the registration with AB by the independent acquisition of an Educational Package a right to use the provided back office, and the further videos and other tools made available by this. The aforementioned right of use is a non-exclusive, non-transferable right of use relating to the specific back office and the other videos and other tools made available through it. The distribution partner is not entitled to any right to change, edit or otherwise redesign, nor to any right to grant sublicenses. The aforementioned right of use also includes possible maintenance, service, update and upgrade fees, so that the fee charged will in future be referred to as the service fee.

- **6a Particularity RM packages**

In accordance with the provisions of these General Terms and Conditions, the Partner acquires raw materials in the amount of the respective RM package. The partner commissions the cooperation partner of Assetbench (Qommodity Singapore) with the establishment, administration and safekeeping of his co-ownership shares. The partner leaves the decision how the weighting of the raw materials is distributed in the customer portfolio and the decision how the weighting of the raw materials is shifted during the contract period (3 years) from one raw material to another raw material if necessary, exclusively to Qommodity Singapore. The individual composition of the portfolio is determined on the basis of market assessment and in-depth due diligence of the raw material classes.

The partner acquires the raw materials in accordance with the amount of the respective RM package and receives ownership of them in the form of co-ownership of the collective portfolio. The raw materials purchased by the partner should not be physically delivered to the customer before the termination of the contract, but should be administered and stored for the partner.

The partner is aware that an increase in assets within the scope of the Strategic Eternal Value is only possible through an increase in value of the acquired raw materials, or the increase in value is achieved through favourable purchasing. The partner has been informed that raw materials do not yield interest or dividends. In addition, the partner is aware that a decline in raw material prices can lead to a loss in value of the raw materials. Finally, both parties may be exposed to unforeseeable additional risks at the time of purchase, such as government export bans, exchange rate or currency changes, which may affect the value of the raw materials.

Only the digital unit of account iQOM is used to manage the raw materials.

- **7 Obligations of the Distributor in the context of advertising and general obligations**

(1) The sales partner is obliged to protect his personal passwords and login IDs against access by third parties. The sales partner is prohibited from violating the rights of AB, its sales partners, affiliated companies or other third parties, harassing third parties or otherwise violating applicable law. In particular, the sales partner is not permitted to make false or misleading statements about AB products or the sales system. The Distributor shall only make such statements about the goods of the AB product range and about the AB distribution system, both within the framework of its brokerage or advertising activities, which correspond in content to the specifications in the AB advertising and information materials. Furthermore, the prohibition of sending unsolicited advertising e-mails, advertising faxes or advertising SMS (spam) also applies. Furthermore, the misuse or the performance of illegal actions, such as the use of unauthorized or unfair advertising (such as misleading statements) is prohibited. Misuse of AB or other AB services is also prohibited.

(2) The Distributor is prohibited from violating competition law, violating the rights of AB, its distribution partners, affiliated companies or other third parties, harassing third parties or otherwise violating applicable law.

In particular, the prohibition of the unauthorized use of the

telephone advertising and the sending of unsolicited commercial e-mails, promotional faxes or promotional SMS (spam).

Special advertising guidelines

(a) The Distributor shall not, at any point or in any advertising material, disclose or claim any information about its income or earning opportunities with AB. Rather, the obligation always exists for potential sales partners in the

Within the framework of preparatory talks, it should be expressly pointed out that only very few distribution partners achieve a higher income with their activities for AB, and the achievement of an income is only possible through very intensive continuous work.

(b) Sales and marketing activities shall not pretend any remuneration which is to be paid as a "head bonus" or any other remuneration in connection with mere

(a) the acquisition of a new Distributor is to be understood as the acquisition of a new Distributor, or otherwise acts that create the appearance **that the acquired Distributor operates an illegal distribution system, namely an illegal pyramid selling system or pyramid selling system or any other fraudulent distribution system; nor may it be pretended that AB sells a currency investment or other financial investment or sells or otherwise distributes crypto coins/ tokens or other crypto currencies or similar goods itself or through third parties.**

(c) Distribution and marketing activities shall not be directed at minors or persons who are inexperienced in business and shall in no way exploit their age, illness or limited intelligence to induce consumers to conclude a contract. In the case of contacts with so-called socially disadvantaged or foreign-language population groups, the sales partners shall take due account of their financial capacity and their ability to understand and understand the language and, in particular, refrain from doing anything that could induce the members of such groups to place orders that do not correspond to their circumstances.

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

(e) Distributors will only refer to letters of recommendation, test results, references or other persons for business purposes to the consumer if they

are officially authorized by both the reference provider and AB and if they are accurate and not outdated. Letters of recommendation, tests and personal references must also always be related to the intended purpose.

(f) The consumer will not be induced to purchase goods by frivolous and/or misleading promises, nor by promises of special benefits, if such benefits are linked to future uncertain successes.

Distributors will refrain from any action that may induce the consumer to accept the offer made solely in order to do the offeror a personal favour, to end an unwanted conversation or to benefit from an advantage that is not the subject of the offer, or to show appreciation for the provision of such an advantage.

(g) A Distributor shall not claim that AB's compensation plan or goods are approved or endorsed by a governmental authority, or are deemed to be legally secure by a law firm.

(3) The use, production and distribution of own sales documents, own Internet pages, own product brochures, advertising videos or films or other independently produced on- or offline media and advertising material is only permitted to the Distributor with the prior consent of AB. The advertising of AB services via AB's own or third-party Internet pages is also only permitted with AB's prior consent and without separate consent, advertising exclusively via AB's official pages. In the event that the sales partner advertises AB's services in other Internet media such as social networks (e.g. Facebook, Instagram, Google+), online blogs or chat rooms, he may only use the official AB advertising statements. Furthermore, when advertising on other internet media, the Distributor must expressly point out that this is not an official advertisement or presence of AB. Furthermore, the goods may not be presented by the Distributor at trade fairs and exhibitions.

(4) AB's goods may be presented by the sales partners face to face, at home parties or events, online home parties, webinars or other online presentations revocable within the scope of the applicable law.

(5) The goods may not be offered at auctions, public and private flea markets, exchange exchanges, department stores, Internet shops, Internet markets such as eBay, Amazon or comparable places of sale.

(6) The distribution partner is obliged to register in business transactions as a

SELF PERMANENT AB DISTRIBUTOR PARTNER. Internet homepages, stationery, business cards, car lettering as well as advertisements, advertising material and the like must always bear the addition "INDEPENDENT AB – SALES PARTNER". Furthermore, the Distributor is prohibited from applying for and taking out loans in the name of the AB for or in the interest of or in the name of the company, from making expenditures, entering into obligations, opening bank accounts or concluding other contracts.

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

(8) In business dealings, the Distributor shall not be entitled to name trademarks of competing companies as negative, derogatory or otherwise unlawful or to rate other companies as negative or derogatory.

(9) All presentation, advertising, training and video/film materials, etc., are to be used for the purpose of the contract. (including the photographs) as well as the software products, services and other services developed by AB are protected by copyright. They may not be reproduced, distributed, made publicly accessible or processed in whole or in part by the distribution partner without the express written consent of AB beyond the contractually granted right of use. In particular, the distribution, duplication and publication of the training documents of internal documents and courses of the AB Academy (e.g. by uploading them to YouTube or other Internet media), as well as the modification or processing of these training documents is prohibited.

(10) The use (or modification) of the AB mark of the registered trademarks, product names, work titles and business names of the AB is also only permitted beyond the expressly available advertising materials and other official AB documents with express written consent. Furthermore, the registration of own trademarks, work titles, Internet domains or other industrial property rights containing the AB mark or registered trademarks, product designations, work titles or business designations of AB is prohibited. The above shall also apply to trademarks, business designations or work titles to which AB has an exclusive right of use. The aforementioned prohibition from sentence 2 applies both to identical and similar signs. Likewise prohibited is the re-labeling of AB's virtual goods.

(11) The Distributor is not permitted to respond to press enquiries about AB's services, the AB Marketing plan or other AB services. The Distributor is obliged to immediately forward all press inquiries to AB. The Distributor shall also make public statements (e.g. on television, radio, internet

forums) regarding AB's range of goods and AB's distribution system only with AB's prior written consent.

(12) Customer enquiries or complaints of any kind about AB's goods, services or remuneration system shall be passed on to AB immediately.

(13) The Distributor shall always be prohibited from selling or otherwise distributing its own training, marketing and/or sales documents to other AB Distributors.

(14) A Distributor may make an entry in the Yellow Pages. However, such entry must be approved in writing by AB in respect of its content prior to publication and must contain the words "AB SELF-STANDARD – DISTRIBUTOR PARTNER".

(15) The use of chargeable telephone numbers to market AB's activity or products is not permitted.

(16) AB enables the Distributor to purchase the goods for personal use or for the use of family members. Under no circumstances may the Distributor cause himself or his family members, other Distributors or other third parties to purchase goods beyond his own requirements in order to create or pretend claims for remuneration.

(17) A distribution partner may re-register with AB after termination of his old position. The prerequisite is that the termination and the confirmation of the termination by AB for the old position of the Distributor are at least 6 months old and that the terminating Distributor has not carried out any activities for AB during this time.

(18) The Distributor may only advertise and distribute services for AB or win new Distributors in such countries as have officially been opened by AB.

(19) The Distributor is obliged to notify AB immediately and truthfully of any violations of the rules of the General Distributor Conditions or other violations of applicable law by other Distributors.

- **8 Non-competition / poaching / sale of external services**

(1) The sales partner is allowed to sell goods and/or services for other companies, even if they are competitors.

(2) However, the Distributor is prohibited from soliciting other AB Distributors to sell other products.

(3) The Distributor is prohibited from violating other Distributors or other distribution agreements which he has concluded with other companies and whose clauses still have effect by concluding a Distribution Partner Agreement.

(4) Insofar as the sales partner simultaneously works for other competitors, other companies or networks, online marketing or other direct marketing companies, he undertakes to organise the respective activity (together with his respective downline) in such a way that no connection or mixing with his activity occurs for the other company. In particular, the sales partner may not offer goods and/or services other than AB at the same time at the same location or in the immediate vicinity or on the same Internet page, Facebook page, other social media platform or Internet platform, unless AB has expressly approved this, for example because there is an official cooperation between AB and this company.

- **9 Confidentiality**

The Distributor shall maintain absolute secrecy about AB's trade secrets and its structure. Trade secrets include in particular customer and distribution partner data, as well as information on downline activities and the information contained therein. This obligation continues even after the termination of the distribution partner agreement.

10 Sales Partner Protection / Crossline Sponsoring / Bonus Manipulation

(1) Each active Distributor who places a new Distributor for the first time for the distribution of AB's goods by successfully inviting a new Distributor via a referral link sent in this way shall be assigned the new Distributor to its structure (Distributor Protection), whereby the date and time of receipt of the registration application of the new Distributor by AB shall apply for the allocation. If two Distributors claim the same new Distributor as sponsored for themselves, AB will only consider the Sponsor named in the initial registration.

(2) AB is entitled to delete all personal data including the e-mail address of the Distributor from its system if advertising mailings, letters or e-mails with the notes "moved", "deceased", "not accepted", "unknown" or similar are returned and the Distributor does not correct the incorrect data within

a reasonable period of time. If AB incurs costs due to undeliverable advertising mail and parcels, it shall be entitled to reclaim the costs from the reporting Distributor, unless it is not responsible for the incorrect delivery.

(3) Furthermore, cross-line sponsoring and attempts to do so within the company are prohibited. Crossline sponsoring means the acquisition of a person or a company who is already a distribution partner of AB in another distribution chain or who has had a distribution partner contract within the last 6 months. It is also forbidden to use the name of the spouse, relatives, trade names, corporations, partnerships, trust companies, or other third parties to circumvent this provision.

(4) Bonus manipulations are prohibited. This includes, in particular, sponsoring distribution partners who actually do not carry out the AB business at all (so-called "AB").

This also applies to open or disguised multiple registrations, insofar as this is prohibited. In this respect, it is also prohibited to use the name of the spouse, relatives, trade names, corporations, partnerships, trust companies or other third parties in order to circumvent this provision. It is also prohibited to induce third parties to sell or purchase goods in order to achieve a better position in the compensation plan or otherwise bring about bonus manipulation.

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

- **11 Warning notice, contractual penalty, damages, release from liability**

(1) In the event of an initial breach of the obligations of the Distributor regulated in § 7, a written warning shall be issued by the AB, setting a deadline of 10 days for remedying the breach of duty. The Distributor undertakes to reimburse the costs of the warning letter, in particular the lawyer's fees incurred for the warning letter.

(2) It is expressly referred to § 16 paragraph (3), according to which AB is entitled to extraordinary termination without prior warning in the event of a breach of the obligations regulated in § 8, 9 and 10 (3) and (4) as well as in the event of a particularly serious breach of the contractual or statutory law applicable in § 7, other. Notwithstanding the immediate right of extraordinary termination regulated in § 16 paragraph (3), AB shall have the right, in individual cases in the event of one of the above-mentioned breaches of duty occurring, to issue a warning within the meaning of

paragraph (1) at its own discretion before issuing an extraordinary termination even with a shortened remedy period.

(3) If, after expiry of the remedy period set by the warning, the same or a similar infringement occurs again, or if the originally warned

If the infringement is not remedied, an appropriate contractual penalty at AB's discretion, to be reviewed by the competent court, shall become immediately due. The assertion of the contractual penalty shall also incur further lawyer's fees which the sales partner shall be obliged to reimburse, which is expressly pointed out here and now.

(4) Notwithstanding the forfeited contractual penalty, the Distributor shall also be liable for all damages incurred by AB as a result of a breach of duty within the meaning of §§ 7 – 9 and § 10 paragraphs 3 and 4, unless the Distributor is not responsible for the breach of duty.

(5) In the event of a claim by a third party due to a breach of one of the obligations regulated in §§ 7 – 9 and § 10 paragraphs 3 and 4 or any other breach by the Distributor of applicable law, the Distributor shall indemnify AB from liability at the first request of AB. In particular, the Distributor undertakes in this respect to assume all costs, in particular attorneys' fees, court costs and compensation costs, incurred by AB in this connection.

- **12 Adjustment of prices**

AB reserves the right, in particular with regard to changes in the market situation and/or sales structure, to change the prices to be paid by the sales partner or the remuneration shares allocated to the services, the remuneration plan or usage fees at the beginning of a new accounting period, in particular to increase prices or adjust remuneration to market conditions. The AB shall notify the distribution partner of the change within a reasonable period prior to the change. Price increases of more than 5% or changes to the remuneration plan at the expense of the Distributor by more than 10% give the Distributor the right to object to the change. If the Distributor does not object to the amended terms and conditions within one month of notification, they shall become part of the contract. Changes known at the time of conclusion of the distribution partner contract are not subject to notification and do not constitute a right of objection on the part of the distribution partner. In the event of an objection, AB is entitled to terminate the contract at the time at which the amended or supplementary terms and conditions are to come into force.

- **13 Advertising Media, Grants, Data Processing**

All free advertising material and other benefits of the AB can be revoked at any time with effect for the future.

- **14 Remuneration / Terms of payment / Commission payment modalities /**

assignment prohibition

(1) As remuneration for his work, the sales partner shall receive remuneration upon attainment of the required qualifications, which shall result from the AB remuneration plan including the respective qualification requirements. All remuneration claims result from the respectively valid remuneration plan which the sales partner can call up in his back office and which can be viewed in the back office in each case. Payment of the remuneration shall cover all costs incurred by the Distributor in maintaining and carrying out its business, unless they have been contractually agreed separately.

(2) AB reserves the right to charge the Distributor for the first time before the

To request payment of remuneration as proof of identity, address and business registration (e.g. presentation of business license). The proof of trade, identity and address can, at AB's discretion, be provided in the form of a copy of the trade license and the identity card or passport in conjunction with a current electricity, gas, water or other consumption invoice or another registration document (not older than one month) by the specified electronic means and must be provided immediately within 2 weeks of the request at the latest. In the case of legal entities or partnerships or registered merchants, proof of identification of the responsible person (e.g. managing director or personally liable shareholder) and – if an entry has been made in the commercial register – a copy of the current extract from the commercial register (not older than one month) must be submitted. Furthermore, the sales partner must disclose his bank details prior to the first payment of remuneration.

(3) Unless a deviating account has been expressly accepted in writing by AB, remuneration and fees of the Distributor may only be paid out to accounts in his name or in the name of a partnership or legal entity which are in a contractual relationship with AB.

(4) AB shall be entitled to assert a right of retention within the scope of the statutory provisions. In addition, the AB shall be entitled to assert a right of retention in respect of the payment of remuneration if not all legally

required documents are available prior to the first payment, e.g. the VAT identification number for legal entities, if applied for and issued. In the event that the AB exercises its right of retention in respect of remuneration payments, it shall be deemed agreed that the Distributor shall not be entitled to any interest claim for the period of the remuneration retention.

(5) AB shall be entitled to set off claims to which ab is entitled against the Distributor against the latter's remuneration claims in whole or in part. The sales partner is entitled to offset if the counterclaims are undisputed or legally established.

(6) Assignments and pledges of claims of the sales partner from sales partner contracts are excluded. The encumbrance of the contract with rights of third parties is not permitted.

(7) The Distributor shall immediately check the invoices issued and notify Projector of any objections without delay. All claims arise from the remuneration plan valid at the time, which the Distributor can call up in his back office and which can be viewed in the back office in each case. Incorrect remuneration, bonuses or other payments shall be notified to AB in writing within 60 days of the incorrect payment. After this time the remunerations, bonuses or other payments shall be deemed approved.

(8) The remuneration shall be paid and released at the express request of the sales partner, taking into account the AB payment modalities and types of payment.

- **15 Blocking of the Distributor**

(1) In the event that the Distributor does not provide all necessary evidence within 14 days of registration and knowledge of the requirements for payment of remuneration, AB shall be entitled to temporarily block the Distributor until the time when the legally required documents are provided. The aforesaid shall also apply in the event of fruitless expiration of the time limit within the meaning of § 14 (2) or a violation of the requirements set forth in § 14 (3) until the necessary action has been taken, as well as non-payment of the fees or license fees to be paid by the Partner. The period of a blocking does not entitle the Distributor to extraordinary termination and does not cause a repayment of the services or goods already paid for or a claim for damages, unless the Distributor is not responsible for the blocking.

(2) Remuneration claims which cannot be paid out due to the aforementioned reasons shall be booked as a provision within the AB and shall expire at the latest within the statutory limitation periods.

(3) For each case of reminder, the AB is entitled to reimbursement of the costs required for this reminder.

(4) Irrespective of the reasons for blocking stated in paragraph (1), AB reserves the right to block the goods for an important reason. In particular, AB reserves the right to block the Distributor's access without notice if the Distributor violates the obligations specified in §§ 7 – 9 and § 10 paragraphs 3 and 4, or any other applicable law, or for any other important reason. Unless there is an immediate reason for termination and AB sends a warning notice in accordance with §11 (1) to the Distributor, the blocking shall be lifted again if the Distributor eliminates the corresponding breach of duty in response to the warning notice given by AB within the set period.

- **16 Duration and Termination of the Contract and Consequences of Termination/Right of return**

(1) The distribution partner contract is agreed for 12 months. The contract shall be extended by a further 12 months unless terminated by either party in writing with one month's notice to the end of the contract. Irrespective of this, the Distributor may at any time during the 12-month term of the Agreement, with a notice period of one month to the end of the month, terminate its Distributor Agreement in the ordinary manner.

(2) Irrespective of the reason for termination in (1), AB reserves the right to terminate for an important reason. An important reason is in particular a violation of one of the obligations regulated in § 7, if the Distributor does not comply with his removal obligation within the meaning of § 11 paragraph (1) in due time or if the same or a comparable violation occurs again at a later time after the removal of the violation. In the event of a breach of the obligations regulated in § 8, 9 and 10 (3) and (4) as well as in the event of a particularly serious breach of the contractual or statutory law applicable in § 7 or other, AB shall be entitled to terminate the contract without notice. An extraordinary reason for termination shall also exist if the Distributor does not comply with the provisions of § 14 (2) and (3) and also allows this period to expire without result after a suspension in accordance with § 15 (1) and a final deadline for fulfilment of the provisions. Furthermore, each party shall have an extraordinary reason for termination if insolvency proceedings have been instituted against the other party, or if such proceedings have been refused due to lack of assets, or if the other party is otherwise insolvent, or if an affidavit of insolvency

has been made within the scope of execution. The right to extraordinary termination exists without prejudice to further claims.

(3) Domains containing the "AB" trademark, a trademark, a business name or a work title of AB may no longer be used after termination of the contract and shall be surrendered to AB upon request against payment of the costs of the transfer of the domain. The above shall also apply to trademarks, business designations or work titles to which AB has an exclusive right of use.

(4) In the event of premature termination of a contract with a minimum term, e.g. the contract on the right of use in accordance with § 6 (Service fee), there shall be no claim to reimbursement of the fees/remuneration paid, unless the Distributor has terminated the contract extraordinarily for an important reason.

(5) A Distributor may re-register with AB by another Sponsor after a regular termination of his old position. This is subject to the condition that AB has given notice of termination and confirmation of termination for the old position of the Distributor at least 6 months in advance and that the terminating Distributor has not carried out any activities for AB during this period.

(6) Upon termination of the contract, the Distributor shall have no right to remuneration, and in particular no claim to compensate for commercial agents, since the Distributor is not a commercial agent within the meaning of the German Commercial Code.

(7) If a sale partner simultaneously claims other services from AB independent of the sales partner contract, these services shall remain unaffected by the termination of the sales partner contract, unless the sales partner expressly demands its termination with the termination and such termination is permissible. If the Distributor continues to acquire services and performances from AB after termination of the contract, he shall be treated as a normal customer.

(8) Notices of termination must always be given in writing, whereby an ordinary notice of termination can also be given by e-mail.

- **17 Exclusion of liability**

(1) AB shall only be liable for damages other than those resulting from injury to life, body and health if these are based on intentional or grossly negligent action or on culpable breach of a material contractual obligation

by the AB of its employees or vicarious agents. This shall also apply to damages resulting from the breach of duties during contract negotiations as well as from the performance of unlawful acts. Any further liability for damages is excluded.

(2) The liability is, except in the case of injury to life, body and health or intentional or grossly negligent conduct of the AB of its employees or vicarious agents, limited to the damages typically foreseeable at the time of conclusion of the contract and otherwise to the amount of the contract-typical average damages. This also applies to indirect damages, in particular loss of profit.

(3) AB shall not be liable for damage of any kind whatsoever caused by loss of data on the servers, except in the case of gross negligence or wilful misconduct on the part of AB, its employees or vicarious agents. Stored contents of the sales partners are foreign information for AB in the sense of the TMG.

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

- **18 Transfer of business operations / sponsored structure to third parties / death of distribution partner**

(1) AB may at any time transfer its contractual position in whole or in part to a successor company, which shall continue the business which is the subject of this contract in the same manner and shall fully assume the existing rights and obligations.

(2) The partner shall only be entitled to transfer its sales structure to its registered life partner or spouse and to first-degree family members with the prior written consent of AB. In all other respects the transfer of its sales structure is not permitted.

(3) If a legal entity or partnership is registered as a sales partner, the transfer of the sales structure shall only be permissible subject to compliance with the further conditions of this contract.

(4) If a new legal entity or partnership registered as a sales partner wishes to accept a new shareholder, this is possible provided that the previous shareholder(s) who applied for the sales partnership also remain shareholders. If a shareholder wishes to withdraw from the legal entity or partnership registered as a distribution partner, or wishes to transfer his shares to third parties, this action is subject to a corresponding written declaration of withdrawal.

application, if necessary, by production of the relevant notarial deeds and in

Compliance with the provisions of this Agreement is permissible subject to compliance with the provisions of (2) of the General Terms and Conditions of Distribution. AB charges an administration fee of € 25.00 for processing the aforementioned application. If this requirement is not met, AB reserves the right to terminate the contract of the legal entity or partnership registered as a sales partner.

(5) The distribution partner contract ends at the latest with the death of the distribution partner. The distribution partner contract can be inherited under observance of the legal requirements. A new distribution partner contract must be concluded with the heir(s) within 6 months of the occurrence of death, through which he/she enters into the rights and obligations of the testator. If the heir or one of the heirs is already registered as a natural person with AB as a distribution partner, since only one position in the marketing plan may be assigned per natural person, the heir must give up his previous position in the AB distribution structure or, if the requirements of § 18 (2) are met, he must transfer one of the two future distribution structures to a third party in accordance with § 18 (2). The death must be documented by a death certificate. If there is a will on the inheritance of the distribution partner contract, a notarized copy of the will must be submitted. After the unused expiry of the six-month period, all rights and obligations arising from the contract shall pass to AB. As an exception, the six-month period is extended by a reasonable period of time if it is disproportionately short for the heir(s) in the individual case.

- **19 Separation / Dissolution**

In the event that a distribution partner registered as a legal entity or partnership terminates its company internally, this also applies after the separation,

dissolution or other termination of the aforementioned company, only one sales partner position remains. The separating members/partners have to agree internally by which member/partners the distribution partnership is to be continued and to inform AB of this in writing. In the event of an internal dispute over the consequences of separation, divorce, dissolution, or other termination with respect to the Distribution Partnership at AB, AB reserves the right to terminate the Agreement for good cause if such dispute results in neglect of the obligations of the Distributor, violation of

these General Terms and Conditions, violation of applicable law, or unreasonable burden on the downline or upline.

- **Section 20 Inclusion of the remuneration plan**

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

(2) By registering with AB, the Distributor also confirms that he has taken note of the remuneration plan and accepts it as part of the contract.

(3) AB is entitled to change the remuneration plan at any time. AB will announce changes within a reasonable period of time. The Distributor shall have the right to object to the change unless he expressly accepts the change. In the event of an objection, the Distributor shall be entitled to terminate the Agreement at the time the amendment takes effect. If the Distributor does not properly terminate the Agreement within four weeks after the effective date of the amendment, the Distributor shall accept the amendment.

- **21 Consent to the use of photographic and audio-visual material**

The distribution partner grants AB the right free of charge to record or carry out photographic and/or audio-visual material with his portrait, voice recordings or statements and quotations from him within the scope of his function as distribution partner. In this respect, the Distributor expressly consents to the publication, use, reproduction and alteration of its quotations, recordings or records in full knowledge of these General Distributor Terms and Conditions. The Distributor shall have the right to use the aforementioned

to revoke AB's consent. In the event of revocation, AB will discontinue the aforementioned use within one month.

- **22 Data protection**

(1) The following data protection declaration takes precedence over other data protection declarations of AB which can be viewed and retrieved on the homepage www.assetbench.io and are only valid as a supplement.

(2) AB uses the personal data transmitted by the sales partner (e.g. title, name, address, e-mail address, telephone number, fax number, bank details) in accordance with the provisions of European data protection law

for the purpose of billing and fulfilment of the contract. To this extent, the GC collects, stores and processes data provided exclusively by the Partner within the scope of the information provided in the application form and, in particular, does not create any user behaviour profiles.

(3) For the purpose of fulfilling the contract, e.g. billing, or payment of remuneration, product and marketing information, the personal data of the Distributor shall be forwarded to third parties, such as the accounting department or the paying payment service provider, insofar as this is necessary for fulfilling the aforementioned contractual obligations.

(4) The sales partner has the opportunity to object to the disclosure of his data at any time with effect for the future.

(5) Beyond the aforementioned purpose, all personal data of the Distributor transmitted to the AB will not be passed on to third parties without the separate written consent of the Distributor, unless this is due to legal or official order.

(6) After the termination and execution of the contract, which also includes the complete payment of the agreed fees, the partner's data will be deleted if there is no legal obligation to store, with the exception of data for which consent has been given for further use.

(7) If the Partner wishes to receive further information about the storage of his personal data or wishes to have his personal data deleted, blocked or changed, the data protection officer of AB shall be directly available. For this purpose, a simple declaration by e-mail to info@assetbench.io is sufficient.

- **23 Statute of limitations**

The claims arising from this contractual relationship shall become statute-barred 6 months after the date on which the claim in question is due and the claimant knows the circumstances justifying his claim or if his ignorance of these circumstances is based on gross negligence. Legal regulations which provide for a longer limitation period shall remain unaffected.

- **24 Applicable law / place of jurisdiction**

(1) The law of AB's registered office shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Mandatory provisions of the state in which the sales partner has his habitual residence shall remain unaffected.

(2) The place of jurisdiction and the place of performance shall be AB's registered office, unless this requirement is contrary to mandatory law.

- **25 Final provisions**

(1) AB is entitled to change the General Sales Partner Conditions at any time. AB will announce changes within a reasonable period of time. The Distributor has the right to object to the change. In the event of an objection, the Distributor shall be entitled to terminate the contract at the time the change takes effect. If the Distributor does not properly terminate the Agreement within four weeks of the effective date of the change, the Distributor shall accept the change.

(2) Otherwise, amendments or supplements to these General Terms and Conditions of Distribution must be made in writing. This shall also apply to the revocation of the

written form requirement.

(3) In the event of invalidity or incompleteness of a clause of these General Terms and Conditions

Terms of use shall not invalidate the entire contract. Rather, the ineffective clause shall be replaced by one that is effective and comes closest to the economic meaning of the ineffective clause. The same shall apply when closing a gap requiring regulation.

Status of the General Sales Partner Conditions: 17.02.2020