

# General Terms and Conditions for Team Partners of hajoona GmbH

Code of Conduct for self-employed hajoona Team Partners (hereinafter TP)

As an self-employed TP, I hereby warrant that I shall ensure

- that during my work as a hajoona TP I will be polite, respectful, honest and fair and that I will advance the good reputation of hajoona with my work for the company;
- that I will fulfil my possible leadership responsibility as upline/sponsor of my sales organisation's TP (downline) by training, assisting and providing other support to the TP;
- that I will acknowledge the relationship of each TP to their upline in the hajoona organisation, and not interfere with or change it;
- that I will not make any disparaging or untrue claims about other hajoona TPs;
- that I will conduct myself in accordance with the hajoona Code of Conduct;
- that I will not make any claims about hajoona products that are not contained in official hajoona publications;
- that I will not misrepresent the possible income available under the compensation plan;
- that I will not act unfairly, fraudulently or illegally;
- that I will not disparage other companies, for example to poach their TPs as TPs;

## 1. Scope of application/definitions

(1) The following Terms and Conditions form part of every Team Partner Contract between hajoona GmbH, Heinrich-Fuchs-Str. 94-96, D-69126 Heidelberg, represented by its Managing Directors Ms. Daniela Lippgens and Mr. Dirk Jakob, domiciled for business purposes at the same address (hereinafter: hajoona) and the independent and self-employed TP.

(2) hajoona shall provide its services exclusively on the basis of these General Terms and Conditions for TPs and terms of delivery.

(3) These General Team Partner Conditions and the compensation plan form the basis of this contract concluded between hajoona GmbH and the TP; the TP has received and understood these and acknowledges them as legally binding.

## 2. Team Partner Contract/subject matter of the contract/administration flat fee

(1) hajoona is an innovative company that offers high-quality nutritional supplements (hereinafter: goods) in Germany and other countries. A contract can be concluded with legal entities, partnerships or natural persons who have reached the age of 18 years, and are entrepreneurs within the meaning of Section 13 of the German Civil Code (BGB). A contract cannot be concluded by consumers. Every natural person or legal entity is only authorised to acquire a position within the distribution structure of hajoona. hajoona reserves the right to reject Team Partner applications at its own discretion without giving a reason.

(2) The TP shall resell goods on behalf of hajoona and make the resale of the goods the basis of their business, without any obligation to purchase goods. By entering into the Team Partner Agreement, the TP is granted the right to purchase products from the Company at the wholesale prices described in the compensation plan. Products that

are offered within the hajoona product range shall only and exclusively be purchased directly from hajoona. The purchase of goods from and between TPs or other manufacturers is not permitted and entitles hajoona to terminate the contract without notice. For their activity as a reseller, the TP shall receive a corresponding margin of purchase and sales prices per successful resale. It is not necessary to recruit other TPs for the aforementioned activity. Moreover, this activity does not require the TP to incur any financial expenses apart from the registration fees or to purchase a minimum number of goods from hajoona.

(3) In addition, the possibility, but not the obligation, exists to recruit other TPs. For this activity, the recruiting TP shall receive corresponding commission on the product sales of the recruited TP when the required qualification is achieved. No commission shall be expressly paid for the recruitment itself. The commission as well as the manner of payment shall be based on the compensation plan applicable at that time.

(4) To begin and carry out their activity, hajoona shall provide the TP with the right to use an online back office, which provides the TP with a constantly updated and comprehensive overview of their sales and commissions as well as the TP and downline developments. The right of use is a simple, non-transferable right of use related to the specific back office; the TP has no right to change, edit or otherwise redesign the back office, nor are they entitled to grant sublicenses. hajoona shall charge an annual service fee, which is below cost price, for the right to use and maintenance (including the provision of updates and upgrades) of the back office. The service fee also includes access to an online exclusive (training) area accessible only to Team Partners, which provides and makes available to the Team Partner important knowledge for their work. The fee is due in advance and will be collected from your account by SEPA direct debit or debited from your credit card using your chosen payment method.

### 3. Status of the TP as an entrepreneur

(1) The TP shall act as a self-employed and independent contractor. The Parties agree that the TP shall initially work part-time. They are neither an employee nor a commercial agent or broker of hajoona. No sales targets, acceptance or other activity obligations exist. The TP is not subject to any instructions from hajoona, except for the contractual obligations, and shall bear the full entrepreneurial risk of their business activities, including the obligation to bear all its business costs and the obligation to properly pay their employees, if they employ any. The TP shall set up and operate their business in the sense of a prudent entrepreneur.

(2) As an independent entrepreneur, the TP is responsible for compliance with the relevant legal provisions, including the tax and social law requirements (e.g. obtaining a VAT identification number or registering their employees with the social security authorities, as well as for obtaining a business licence, if necessary) and for the possible application for a travel trade card (if necessary). In this respect, it is incumbent on the TP to pay tax on all commission income that they earn in the course of their activity for hajoona at their domicile. hajoona reserves the right to deduct the respective amount for taxes and duties from the agreed commission or to claim damages or reimbursement of expenses that arise from a violation of the aforementioned requirements for which the TP is responsible. hajoona shall not pay social security contributions for the TP.

(3) The TP is not authorised to make declarations or commitments on behalf of hajoona.

### 4. Remuneration, payment and commission conditions

(1) Upon achieving the required qualifications, the TP shall receive commissions and other remunerations for their work, which result from the respective qualification requirements in the hajoona compensation plan. All commission claims are based on the currently valid compensation plan, which the TP can call up in their back office and which can be viewed in the back office. The payment of the remuneration shall cover all the TP's costs for maintenance and performance of their business, unless these have been agreed upon separately by contract.

(2) The remuneration paid within the meaning of (1) shall initially be understood as an advance on commission amounting to 100% of the remuneration to be paid. If this transaction is cancelled after conclusion of the mediated transaction or a TP from the downline of a sponsor returns commissionable services to hajoona in the context of

processing of return rights in accordance with these General Terms and Conditions for Team Partners, hajoona shall debit the TP's account by reclaiming the commission advance which the TP received in the course of their mediation activity on the basis of the mediation of these goods or services.

(3) hajoona reserves the right to ask the TP, or in the case of registration by a legal entity or partnership, the applicant, to prove their identity before the first payment of commissions or delivery of services. The proof of identity can be provided in the form of a copy of an identity card, passport or a German residence permit and must be provided within two weeks of the request. If their average monthly commission claim exceeds an average EUR 1,500.00 over the last six months, the TP is furthermore obliged to prove to hajoona the existence of their trade licence by presenting the corresponding trade licence; they must do this within two weeks after the request..

(4) hajoona shall settle the commission claim on a monthly basis. Incorrect remunerations or commission advances or other payments must be reported to hajoona in writing within 180 days of the incorrect payment and transmission of the invoice concerning them. After this date, the remuneration or commission advances or other payments shall be deemed as approved.

(5) The commission will be invoiced net and without value added tax, unless the TP notifies hajoona in writing, stating their current value added tax ID and presenting a confirmation from their local tax office, that he is an authorised entrepreneur within the meaning of the Value Added Tax Act.

(6) The TP's commissions and bonuses can only be paid out to accounts in their name or in the name of the TP's partnership or legal entity that is in a contractual relationship with hajoona, unless a different account has been explicitly accepted by hajoona in writing. No payments can be made to third-party accounts or to a bank account located outside the country in which the Partner is registered. Payment shall be made on monthly basis.

(7) hajoona shall be entitled to assert a right of retention within the scope of the legal requirements. Furthermore, if all legally and contractually required documents are not made available before the first payment (e.g. business registration), hajoona is entitled to assert a right of retention with regard to the payment of commissions. In the event that hajoona exercises the right of retention for commission payments, it is agreed that the TP shall not be entitled to any interest claim for the period of the commission retention.

(8) If the TP loses their status as an active TP in accordance with the compensation plan, the commission entitlements shall be forfeited for this point in time, insofar as the compensation plan indicates that a commission entitlement is dependent on a special qualification. It is possible for the TP to regain the status of an active TP for the future through appropriate qualification.

(9) hajoona shall be entitled to deduct, in whole or in part, legitimate claims it has against the TP from the TP's commission claims.. The TP is entitled to a deduction if the counterclaims are undisputed, acknowledged by hajoona or legally binding.

(10) Assignments and pledges of the TPs claims arising from Team Partner Contracts are excluded, as far as no mandatory applicable law contradicts the exclusion. The contract may not be encumbered with third-party rights, insofar as this does not conflict with any mandatory applicable law.

(11) Remuneration or commission advances or other payments below a minimum disbursement amount of €6.00 shall not be paid out. In the event that the minimum payout amount is not reached, the commission claims shall remain in the account held at hajoona for the TP and shall be paid out to the TP in the subsequent month or later after reaching the minimum payout amount; in the event that the contractual relationship is terminated, it shall be paid out to the TP at this time, regardless of whether the minimum amount has been reached. No right to interest on the claim for remuneration or other payments exists for the period of non-payment of the remuneration. Any outstanding amounts shall in any case be paid out or settled after termination of the business relationship.

(12) As soon as the TP has reached the position of "President Manager", hajoona offers special executive programmes as well as commissions and benefits that go beyond this. These are regulated in a management contract that is concluded separately between hajoona and the TP.

The signed management contract must be submitted to hajoona at the latest six weeks after fulfilling the required conditions that are required according to the compensation plan in order to reach the position "President Manager". If the TP does not submit a signed management contract to hajoona within the six-week period despite having fulfilled all conditions, they cannot claim commissions and benefits beyond the "Diamond Status".

In addition, reference is made to the compensation plan and the respective management contract.

#### 4a. Delivery of the goods

(1) Delivery shall be carried out Free Carrier (FCA Incoterms 2020). hajoona shall organise the shipment for the Team Partner. The resulting shipping costs shall be communicated with the order.

(2) Delivery shall be made immediately; at the latest two weeks after receipt of payment. In case of delivery despite missing receipt of payment, delivery is made subject to retention of title.

#### 5. TP's obligations in the context of advertising and general obligations

(1) The TP is obliged to protect their personal passwords and login IDs from access by third parties.

(2) The TP is prohibited from infringing the rights or property (including the technical infrastructure) of hajoona, its TPs, affiliated companies or other third parties, harassing third parties or otherwise violating applicable law in executing their activities. In particular, the TP is not permitted to provide false or misleading information about hajoona products or the distribution system. The TP shall, both in the context of their sales activities and in the context of their structural work, only make statements about the goods in the hajoona range and about the hajoona distribution system that substantively correspond to the specifications in the hajoona advertising and information materials. Furthermore, the misuse or performance of unlawful acts, such as the use of unauthorised or unfair advertising (e.g. claims of healing for products, unlawful medical or therapeutic effects for products or health-related product advertising claims) is prohibited. The TP must check the legality of their advertising statements themselves.

(3) Furthermore, sending unsolicited advertising emails, advertising messages in social media, advertising faxes or advertising text messages (spam) is also prohibited.

(4) hajoona provides its TPs with professional homepages, which can be ordered separately via a third-party provider. To avoid competitive advantages within the Team Partnership, only hajoona GmbH may have a connection with top-level domain names (such as hajoona-info.de, etc.). The use of the free advertising banners located in the TP domain is permitted on the TP's own pages. These may be used on the TPs' own websites to generate a link to the official pages. TPs' websites must also follow hajoona's further guidelines for the creation of own websites, which are available in the TP's back office. Furthermore, the use, production and distribution of the TP's own sales documents, product brochures, product labels or other independently created media and advertising material is not permitted. In the event that the TP advertises the services of hajoona in other internet media such as social networks (e.g. Facebook, Instagram), online blogs or chatrooms, they are only permitted to use official hajoona advertising statements. Furthermore, when advertising in other internet media, the TP must explicitly state that this is not an official advertisement or presence of hajoona.

(5) Advertising in electronic media and mass media is only permitted to a limited extent. The TP is not permitted to advertise hajoona's products and services via TV, (cable TV), radio, newspaper, or other forms of mass media without prior written permission. Authorisation may be withheld at the free discretion of hajoona without any justification

(6) TPs may present and mediate or revocably sell hajoona's goods in face-to-face business, at home parties or events or in online webinars within the scope of the applicable law.

(7) Goods are generally sold by means of direct sales. hajoona's goods may also be sold over-the-counter in pharmacies, gyms or nail studios, health food shops and other comparable owner-operated smaller retail shops. To

this end, the TP must submit a detailed list of the planned special campaigns as well as the medium, type, duration and extent of the each campaign to hajoona in writing for review and approval. In the event of non-compliance, ongoing campaigns may be stopped.

(8) Goods may not be offered at auctions, public flea markets, exchange platforms, department stores, via internet markets such as eBay, Amazon, YouTube or comparable points of sales.

(9 ) The TP is obliged to identify themselves in the course of business as an "Independent hajoona TP". Websites, stationery, business cards, car lettering as well as advertisements, promotional material and suchlike must always bear the addendum "Independent hajoona TP".

(10) The TP is also prohibited from guaranteeing income in advertising measures or using commission cheques to prove their own success or that of a third party and similar advertising measures. A TP may not claim that hajoona's compensation plan or products are approved or authorised or supported by any governmental authority.

(11) The TP is also prohibited from applying for and taking out loans, incurring expenses, entering into commitments, opening bank accounts, concluding contracts or making any other declarations of intent in hajoona's name or in its interest or on its behalf.

(12) In the course of business, the TP is prohibited from using the trademarks of competing companies in a negative, derogatory or otherwise unlawful manner, or from discrediting or denigrating other companies.

(13) All of hajoona's presentation, advertising, training and film materials, etc. (including the photographs) are protected by copyright. They may not be reproduced, distributed, made publicly accessible or changed or processed by the TP, either in whole or in part, beyond the contractually granted right of use, without the express written consent of hajoona.

(14) The use (or modification) of hajoona's logo, its registered trademarks, product names, work titles and business designations of hajoona beyond the expressly provided advertising material and other official hajoona documents is only permitted with explicit written consent. In particular, the use of hajoona's logo, one of its registered trademarks, product names, work titles and business designations in identical, similar or modified form as part of the company, the email or for entries in telephone and yellow pages is not permitted. The same applies to the URL (Universal Resource Locator = web address) as well as the domain or subdomain names of a website. hajoona can prohibit the use of domain names if these give the impression of being the official homepage of hajoona GmbH or if they violate acceptable norms and standards in any other way.

(15) The TP is also not permitted to register their own trademarks, work titles or other protective rights that contain a hajoona trademark, product name, work title or business designation that is registered or otherwise protected in another country/area. The above prohibition applies to both identical and similar signs or goods.

(16) The TP is not permitted to respond to press inquiries about hajoona, its services, the hajoona compensation plan or any other hajoona services. The TP is obliged to forward all press inquiries to hajoona immediately. The TP shall also only make public (e.g. TV, radio, internet forums) comments about hajoona, the goods of the hajoona- range and the hajoona distribution system after receiving prior written consent from hajoona.

(17 ) The TP may only advertise and distribute services for hajoona or acquire new TPs in countries to which hajoona officially delivers. TPs may distribute the goods at their own expense and risk in countries not officially supplied by hajoona after prior written notification. hajoona shall only object to a notified distribution for objective reasons; if a TP carries out the distribution without prior notification or contrary to the consent of hajoona, this shall constitute a serious breach of duty. An objective reason can be, for example, potentially high punitive damages (e.g. USA), sanction lists or other legal or economic reasons.

The TP must independently examine the relevant national law in the importing country, in particular the regulatory framework and import regulations, as well as other distributional conditions. The TP must also take out appropriate product liability insurance (good local standard), which is valid in the country and which also benefits hajoona. When distributing in the importing country, the TP must under no circumstances give the impression that they are acting

for or on behalf of hajoona. In addition, the TP shall indemnify hajoona against any claims made by third parties in connection with the foreign territory affected by their activities.

(18) The TP shall report the location, time and content of promotional events aimed at the general public (these are events with at least 300 participants) to the hajoona executive management in good time before the invitation is published in the event planning system that hajoona provides for this purpose. hajoona may demand changes or even the cancellation of the event if the interest of the company and the hajoona distribution organisation along with its members deems this necessary.

(19) As a natural person in their capacity as an end consumer, hajoona shall allow the TP to purchase the product for personal use or for family members. Under no circumstances may the TP or their family members induce other TPs to purchase products in large quantities for their own consumption that unreasonably exceed the normal quantity required for personal use within a household. By placing a new order for goods, the TP assures that they used at least 70% of the previous order for their own purposes. Furthermore, the TP may not purchase goods themselves or purchase them via a third party in a quantity greater than they can reasonably consume within one month.

(20) A TP may re-register with hajoona after resigning from their previous position. This is conditional upon the resignation and hajoona's confirmation of the resignation for the TP's previous position lying at least six months in the past and the resigned TP refraining from any activities for hajoona during this time.

(21) The TP is at all times prohibited from selling or otherwise distributing their own marketing and/or sales materials to other TPs of hajoona.

(22) The use of premium-rate telephone numbers to market hajoona's activity or products is not permitted. The TP must not answer telephone calls in a way that gives the caller the impression that they have reached the business headquarters or an office of the hajoona company.

(23) The TP shall accept ordered goods and provide their current address for the delivery in an orderly manner. For each individual return of a delivery of goods that is caused by the TP, hajoona is entitled to charge the TP a commensurate handling fee of €4.20 in addition to the return costs, which usually amount to €4.00; it shall deduct this handling fee and the return costs from the TP's next subsequent commission claim as far as this is possible.

## 6. Non-competition clause / poaching / sale of third-party services

(1) TPs are prohibited from selling or advertising products of companies that compete with hajoona or from distributing their goods via the Network Marketing distribution channel, or from participating in or founding such companies.

(2) Notwithstanding (1), the TP is not permitted to sell other companies' products or services to other hajoona TPs.

(3) If the TP works for several companies at the same time, they shall undertake to organise their respective activity (together with their respective downline, as far as possible) in such a way that no connection or mixing with their activity for the other company occurs. In particular, the TP may not offer products other than hajoona products in a way that may adversely affect the distribution of hajoona products. In particular, the TP shall not offer other products at the same time, the same place or in the immediate vicinity or on the same internet page, Facebook page, other social media platform or internet platform. hajoona will allow alternative distribution modalities in the event that a TP makes a justified request; however, prior written notification is required for this.

(4) In addition, the TP is prohibited from enticing away other hajoona TPs to distribute other products.

(5) The TP is also prohibited from violating other TPs or other sale contracts, which they have concluded with other companies and whose clauses still have effect, through the conclusion of a Team Partner agreement.

(6) If the TP works for another company in addition to their activity for hajoona, they are obliged to report the activity to hajoona giving the names of the other companies.

## 7. Secrecy

The TP shall maintain absolute secrecy about hajoona's business secrets and its structure. In particular, business secrets include information about downline activities and the information contained therein, TP and contract partner details as well as the information about business relations of hajoona and its affiliated companies with its suppliers, manufacturers and vendors. This obligation shall continue even after the Team Partner Contract has been terminated.

## 8. Team Partner protection / crossline sponsoring / bonus manipulation

(1) The active TP who initially acquires a new TP to distribute hajoona's products shall be assigned the new TP in their structure according to the compensation plan and the placement requirements regulated there (Team Partner protection), whereby the date and time at which hajoona received the registration application from the new TP is decisive for the assignment. It is not possible to change the "Set Position" of a sponsored TP.

(2) Furthermore, crossline sponsoring and any attempt to do so within the company is prohibited. Crossline sponsoring refers to the acquisition of a natural person, legal entity or a partnership who/that is already a hajoona TP in another sales division or who/that had a Team Partner Contract within the last six months. In this respect, it is also prohibited to use the name of spouses, relatives, trading names, corporations, partnerships, trusts or other third parties to circumvent this provision.

(3) Bonus manipulations are prohibited. This includes in particular sponsoring TPs who actually do not carry out hajoona transactions at all (so-called 'straw men'), as well as overt or concealed multiple registrations where this is prohibited. In this respect, it is also prohibited to use the name of spouses, relatives, trading names, corporations, partnerships, trusts or other third parties to circumvent this provision. It is also prohibited to induce third parties to sell or purchase goods by exerting pressure or to take any other unfair advantage to achieve a better position in the compensation plan, to manipulate the group bonus or to otherwise manipulate the bonus.

(4) The TP is not entitled to territorial protection.

## 9. Warning, contractual penalty, damages, release from liability

(1) In event of a first violation of the TP's duties regulated in Section 5, hajoona shall issue a written warning in which a deadline of 10 days is set to remedy the violation. The TP undertakes to reimburse the costs of the warning, in particular the solicitor's fees incurred for the warning.

(2) Explicit reference is made to Section 11 (2), according to which hajoona is entitled to extraordinary termination without prior warning in case of a culpable violation of the duties regulated in Sections 6, 7 and 8 (2) and (3) as well as extraordinary termination without prior warning in case of a particularly serious violation of the duties or other applicable contractual or legal rights regulated in Section 5 for which the TP is responsible; at its own discretion, hajoona is also entitled to take the measure pursuant to Section 9 (1) in event of a first violation of duties. Notwithstanding the right to immediate extraordinary termination regulated in Section 11 (2), hajoona has the right, even with a shortened deadline for remedy, to issue a warning within the meaning of (1) in individual cases at its own discretion before issuing the extraordinary notice of termination if one of the aforementioned breaches of duty occurs.

(3) If the same or an essentially identical violation occurs again after the expiry of the time limit for remedy set in the warning or if the violation for which a warning was originally issued is not remedied, an appropriate contractual penalty, which lies at the discretion of hajoona and shall be reviewed by the competent court in the event of a dispute, shall become due immediately. The TP shall also reimburse the additional solicitor's fees incurred to assert the contractual penalty.

(4) Notwithstanding the forfeited contractual penalty, the TP shall also be liable for all damages suffered by hajoona due to a breach of duty within the meaning of Sections 5, 7 and 8 (2) and (3), unless the TP is not responsible for the breach of duty. Contractual penalties shall be deducted from any compensation for damages.

(5) The TP shall exempt hajoona from liability in the event of a claim made by a third party due to a violation of one of the duties regulated in Sections 5 - 7 and 8 (2) and (3) for which the TP is responsible or any other violation of the TP against applicable law. In particular, the TP is obliged to assume all costs, in particular solicitor's fees, court fees and compensation for damages, which hajoona incurs in this context.

## 10. Blocking the TP

(1) In the event that the TP does not provide the requested proofs (e.g. proof of identity) within 30 days of registration and/or acknowledgement of the requirements for payment of remuneration or commission advances or other payment, despite receiving a reminder (text form is sufficient), hajoona shall be entitled to temporarily block the TP in the hajoona system until the legally required documents are provided. The aforementioned shall also apply should the deadline pass unsuccessfully within the meaning of Section 9 (3). The blocking period shall not entitle the TP to extraordinary termination and shall not entitle them to a claim for reimbursement of the already paid service fee or any other claim for damages, unless the TP is not responsible for the block.

(2) For each reminder for documents not provided pp. within the meaning of (1) after the block has been imposed, hajoona is entitled to compensation of the costs necessary for this reminder.

(3) hajoona shall enter remunerations or commission advances or other payments that cannot be paid out due to the aforementioned reasons as a non-interest-bearing provision and these shall become time-barred within the legal periods of limitation.

(4) Notwithstanding the reasons for blocking mentioned in (1), hajoona reserves the right to initiate a block for cause. hajoona particularly reserves the right to block the TP's access without notice if the TP violates the duties mentioned in Sections 5-7 and 8 (2) and (3) or any other applicable law, or if cause otherwise exists and the TP does not remedy the respective violation of duty after being sent a corresponding warning by hajoona within the period of time mentioned in Section 5 or if the violation of duty creates entitlement to extraordinary termination.

## 11. Duration and termination of the contract and consequences of termination / right of return

(1) The Team Partner Contract shall be agreed for a term of 12 months and can be terminated by the TP at any time during this contract term with a notice period of 30 days to the end of the month. The contract is automatically extended for another 12 months upon payment of the service fee. If the TP does not pay the aforementioned service fee within 30 days after receipt of the request for payment despite receiving a corresponding request for payment by hajoona, the contract shall enter the "passive contract phase" with no entitlement to commission. The TP can now extend the contract up to 12 months after the end of the contract term, whereby, in the event of a contract extension, the commission claim is only revived for the future from the time of the extension. If the contract is not renewed within this period either, the contract will be automatically terminated once this period has expired. In this case, hajoona shall send the cancellation notice to the last known e-mail address.

(2) Regardless of the reason for termination in (1), both Parties have the right to extraordinarily terminate the Team Partner Contract for cause. Cause for termination by hajoona is in particular a culpable violation of one of the obligations regulated in Section 5, if the TP does not comply with their obligation to remedy the violation within the meaning of Section 9 (1) in due time or if the same or a comparable violation occurs again at a later point in time after the remedy of the violation. Likewise, a culpable violation of Section 11 (3) shall constitute grounds for extraordinary termination if the TP fails to submit the required evidence even after a further deadline has been set. In the event of a culpable violation of the obligations regulated in Sections 6, 7 and 8 (3) and (4), as well as in the event of a particularly serious violation of the contractual or legal rights applicable in Section 7 or any other applicable contractual or legal right, hajoona is entitled to extraordinary termination without prior warning.

Furthermore, an extraordinary reason for termination shall exist for each Party if insolvency proceedings have been opened against the other Party, or the opening has been rejected for lack of assets, or the other Party is otherwise insolvent, or has made an affirmation of insolvency in lieu of an oath within the in the course of the foreclosure. The right to extraordinary termination shall be without prejudice to further claims.

(3) Notices of termination must always be made in writing, whereas the ordinary notice of termination can also be given via e-mail and must be sent to hajoona via the e.mailaddress [cc@hajoona.com](mailto:cc@hajoona.com). In case of doubt, the TP must prove the receipt of the notice of termination .

(4) In the event of premature termination of a contract with a minimum term, there shall be no claim to refund of any fees paid or other services already paid in connection with the Team Partner Contract, unless the TP has extraordinarily terminated the contract for cause.

(5) After resigning from their previous position, a TP may re-register with hajoona via a different sponsor. This is conditional upon the resignation and hajoona's confirmation of the resignation for the TP's previous position lying at least six months in the past and the resigned TP refraining from any activities for hajoona during this time.

(6) Upon termination of the contract, the TP shall not be entitled to commission, nor shall they be entitled in particular to commercial agent compensation, since the TP is not a commercial agent within the meaning of the German Commercial Code.

(7) A TP who terminates their activity may return the goods they ordered and received in the last four weeks before the date of withdrawal, if the goods and their packaging are unsold, undamaged and unopened.

The TP must list the goods they want to return individually and must submit this list to hajoona together with a proof of purchase. Once hajoona GmbH has approved the refund, the TP will be refunded the original purchase price less any bonuses paid on it, including bonuses paid to TPs in priority levels, and less a flat-rate handling fee of 10% of the purchase price. The goods and their packaging must be in perfect and re-saleable condition. Other hajoona services obtained against a fee such as sales aids, training costs or tickets cannot be returned.

(8) If a TP claims other hajoona services independently of the Team Partner Contract at the same time, these services shall remain in force unaffected by the termination of the Team Partner Contract. If the TP continues to purchase services from hajoona after the termination of the contract, the TP shall be treated as a normal customer.

## 12 Transfer of business/sponsored structure to third parties/death of a TP

(1) hajoona may transfer all or part of its business or individual assets at any time to companies to which it is affiliated by virtue of corporate law. In the event that the TP does not agree with the transfer and informs hajoona immediately, the contractual relationship shall be terminated at the next possible termination date.

(2) The TP is only entitled to transfer their distribution structure and thus their business relationship with hajoona with hajoona's written consent. hajoona shall decide at its own discretion and may attach conditions to the consent, in particular that a transfer may only be made to qualified third parties who are not already a TP. In the event of its agreement, hajoona has a right of first refusal, which it can exercise within a period of six (6) weeks after presentation of the sales contract (last call).

(3) If a legal entity or partnership is registered as a TP, a transfer of the sales structure is only permissible if the successor commits themselves accordingly.

(4) If a legal entity or partnership newly registered as TP wants to take on a new partner, this shall only be permitted after prior written consent, the granting of which is at hajoona's free discretion. hajoona shall charge an administration fee of €25.00 for the processing of the aforementioned application. If this requirement is not met, hajoona reserves the right to extraordinarily terminate the contract of the legal entity or partnership registered as a TP.

(5) The Team Partner Contract shall end with the death of the TP at the latest. The Team Partner Contract can be "bequeathed" in compliance with the legal requirements. A new Team Partner Contract must be concluded with the heir(s) within six months that transfers to them the rights and obligations of the testator. Death must be certified with a death certificate. If a will concerning the bequeathal of the Team Partner Contract exists, a notarised copy of the will must be submitted. If this is not carried out within the six-month period, all rights and obligations from the contract shall be transferred to hajoona. By way of exception, the six-month period shall be extended by a reasonable length if it is disproportionately short for the heir(s) in the individual case.

### 13. Disclaimer of liability

hajoona is liable without limitation for damages resulting from injury to life, limb or health and for claims from the Product Liability Law. The same shall apply to other damages that the TP has suffered as a result of a deliberate or grossly negligent breach of duty. hajoona shall also be liable for typical contractual damage incurred by the TP as a result of a material breach of contractual duty committed by hajoona, even if hajoona is only guilty of ordinary negligence. In all other cases, liability for ordinary negligence shall be excluded. An essential contractual obligation in the aforementioned sense is one whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the TP relies and may rely (e.g. payment of commission).

### 14. Data protection

(1) In the following, you will find the hajoona Privacy Policy for TP. Our Data Protection Officer is:

Mr Frank Flader  
Heinrich-Fuchs- Str. 94-96  
D-69126 Heidelberg  
  
Phone: +49 (0) 6221.647 02-77  
E-Mail: [datenschutz@hajoona.com](mailto:datenschutz@hajoona.com)

(2) If you register with us as a TP, we will process the following personal data about you:

- a) To conclude the contract, we require the following personal data from you:  
Salutation, name, address, e-mail address, telephone number (voluntary), bank transfer data.

This information is necessary to establish and perform a contract as a TP. The legal basis for processing this data is Art. 6 (1) (1) (b) GDPR.

- b) As a TP, you also have access to the back office. In this back office, you receive an overview of the orders that you have arranged. To this end, the following information is displayed:  
Order number, order date, Team Partner ID, name, products (item no. / quantity / price), payment method

This information is necessary for calculating and tracing your commission entitlements. The legal basis for processing this data is 6 (1) (1) (b) GDPR.

You can also see a team / customer overview in the back office. This provides you with more information about the TPs you have recruited in your downline. To this end, the following information is displayed:

TP: User name, TP number, registration date, name, address, email, telephone number

Customer: Customer number, name, email, address

This information is necessary for calculating and tracing your commission entitlements. The legal basis for processing this data is 6 (1) (1) (b) GDPR.

You will also receive information about orders placed by your other TPs and/or customers. To this end, the following information is displayed:

Invoice number, invoice date, Team Partner ID, name, failed orders, downline & level sales, number of new registrations (TP / customer).

This information is necessary for calculating and tracing your commission entitlements. The legal basis for processing this data is Art. 6 (1) (1) (b) GDPR.

- c) The personal data that the TP provides to us connection with the use of photographic and audio-visual material, recordings of materials and presentations, in particular name, portrait, voice recordings, statements and quotations in the context of the role as a TP, shall be published on the hajoona website, in the newsletter as well as in the social media channels used by hajoona; further publications, e.g. in print media, shall only be made on the basis of your explicit consent that you grant to us for this purpose. This data shall be processed or published as long as you are registered as TP at hajoona.

This data shall be processed on the basis of Art. 6 (1) (1) (b) GDPR for the purpose of performing a contract as a TP.

(3) We are obliged by commercial and tax law to store your address, payment and order data for a period of ten years. However, after two years, we shall restrict the processing; in other words, your data will only be used to comply with legal obligations.

The legal basis for this storage is Art. 6 (1) (1) (c) GDPR. In addition, the TP's data shall be deleted following complete settlement of the contract, including full payment of the agreed fees.

(4) We only pass on your personal data to third parties to the extent that this is necessary to perform the contract or to protect our legitimate interests.

We also use external service providers (data processors) to perform the contract. To ensure protection of your personal data, a separate data processing contract has been concluded with the service providers.

It is necessary to pass on your personal data, i.e. name, address, bank account details, to our bank, Commerzbank Heidelberg, in order to process money transfers.

It is also necessary to pass on your data, in particular your name and address, if you have goods delivered to yourself.

We pass on personal data, in particular the name and customer number, to our external accounting service provider, the tax office Joswig & Partner in Heidelberg, in order to process our accounting in connection with your commission claims.

The data transfer to the service providers mentioned here is carried out for the purpose of implementing the contractual relationship with you and to protect our legitimate interests. The legal basis for this data processing is Art. 6 (1) (1) (f) GDPR.

(5) By granting your consent, you can subscribe to our newsletter, in which we inform you about our latest interesting offers and events.. The advertised goods and services are specified in the declaration of consent.

Registration for our newsletter is carried out using a double opt-in procedure. This means that, once you have registered, we will send you an e-mail to the e-mail address you provided, in which we ask you to confirm that you

wish to receive the newsletter.. If you do not confirm your registration within 24 hours, your information shall be blocked and automatically deleted after one month. In addition, we store your IP address and the time of registration and confirmation. This procedure is carried out to verify your registration and, if necessary, to clarify any possible misuse of your personal data.

Your email address is the only mandatory information for the newsletter dispatch. The provision of additional, separately marked data is voluntary and is used to address you personally. Once you have confirmed, we shall save your e-mail address for the purpose of sending you the newsletter.

You can revoke your consent to the newsletter dispatch at any time and unsubscribe from the newsletter. You can declare the revocation by clicking on the link provided in every newsletter email , by sending an e-mail to [cc@hajoona.com](mailto:cc@hajoona.com), or by sending a message to the contact details of hajoona GmbH stated in Section 1.

(6) You are entitled at any time and free of charge to demand information regarding your data as well as to rectify, delete or block the data or the transfer the data to a body named by you. You can also revoke your consent to processing at any time with effect for the future. If you wish to receive further information about the storage of your personal data or to exercise one of the rights mentioned above, support is available from [cc@hajoona.com](mailto:cc@hajoona.com) or hajoona's postal address..

Furthermore, you have the right to complain about our processing to the relevant supervisory authority at any time.

A list of all supervisory authorities can be found here:

[https://www.bfdi.bund.de/DE/Infothek/Anschriften\\_Links/anschriften\\_links-node.html](https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html)

We hope that this information will help you to exercise your rights. If you would like more detailed information regarding the Privacy Policy, the individuals named in (1) will be happy to help you.

## 15. Period of limitation

The claims arising from this contractual relationship shall become statute-barred 12 months after the date on which the claim in question is due and the person entitled to the claim knows the circumstances justifying their claim, or if their ignorance of these circumstances is due to gross negligence. This shall not affect statutory provisions that provide for a longer period of limitation.

## 16. Inclusion of the compensation plan

(1) The hajoona compensation plan and the specifications contained therein are also explicitly part of the Team Partner Contract. The TP must always comply with these requirements as they apply in the current version.

(2) By sending the application to hajoona, the TP assures at the same time that they have acknowledged the hajoona compensation plan and accept it as part of the contract.

(3) hajoona is entitled to change the hajoona compensation plan at any time. hajoona shall announce changes of the compensation plan with a reasonable notice period of at least one month. The TP is entitled to object to the change to the compensation plan. In the event of an objection, the TP is entitled to terminate the contract effective from the date on which the change takes effect. If they do not terminate the contract within four weeks after the change has come into effect, the TP shall explicitly accept the change.

## 17. Consent to use photographic and audiovisual material, use of recordings of materials and presentations

(1) The Team Partner shall grant hajoona the right, free of charge, to record or create photographic and/or audiovisual material containing their portrait, voice recordings, statements and quotations in the context of their role as Team Partner. In this respect, by signing the Team Partner application and acknowledging these General

Terms and Conditions for Team Partners, the Team Partner explicitly agrees to the publication, use, duplication and modification of their quotations, recordings or records on hajoona's website, the e-mail newsletter as well as on social media channels.

(2) hajoona shall not remunerate use of the material named in (1). By giving their consent, the TP also grants us the necessary simple usage rights for the planned use on the internet. If the TP provides us with a photo that the TP has not taken themselves, they shall assure hajoona that they are authorised to grant hajoona the photo's usage rights for the intended use.

(2) The Team Partner is not permitted to make audio, video or other recordings of events sponsored by hajoona as well as conference calls, speeches or meetings for the purpose of sale or for personal or business use. Furthermore, a Team Partner is not permitted to record, produce or compile audio or video presentations or recordings of hajoona events, speeches, telephone conferences or meetings without hajoona's prior written consent.

#### 18 Applicable law / deviating place of jurisdiction

15.2. German law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Mandatory provisions of the state in which the TP habitually resides shall remain unaffected.

(2) The place of jurisdiction and the place of performance is hajoona's registered office. Mandatory provisions of the state in which the TP habitually resides shall remain unaffected.

#### 19. Final provisions / primacy of the German language

(1) In all other cases, changes or amendments to these General Terms and Conditions for Team Partners must be made in writing. This also applies to any waiver of the written form requirement.

(2) If these General Terms and Conditions for Team Partners are translated into another language and there are contradictions in any provision between the German and the translated version of the General Team Partner Terms and Conditions, the German version shall always prevail.

These General Terms and Conditions for Team Partners were last updated on: 01/12/2021