

General Conditions regarding Brand Ambassadors, including Divergent Jurisdiction Agreement

Preamble /Ethical Rules

We welcome you in the name of our corporation as a new commercial sales partner (hereinafter: Brand Ambassador) and wish you all the best in terms of the success of your work as a self-employed Brand Ambassador for Kannaway Europe B.V., Melisseweg 91, 9731BM Groningen, The Netherlands, represented by its directors residing there for business purposes (hereinafter: KANNAWAY), and we especially wish you much enjoyment in selling our products. With regard to the sale of our products and with regard to contact with other people, we always focus on consumer convenience and safety, reliability, fair cooperation with each other and within the entire environment of network marketing, as well as the observance of the law and moral conduct.

We would therefore like to ask you to read the following ethical rules as well as our General Conditions regarding Sales Partners very thoroughly, and to make the specifications your daily leitmotif in the performance of your activities.

Ethical Rules for Dealing with Consumers

- Our Brand Ambassadors advise their customers with honesty and sincerity and clarify any misunderstandings pertaining to the goods, the business opportunity or other statements, during a consultation call.
- The Brand Ambassadors introduce themselves in a manner which is unsolicited and truthful when making face-to-face or telephone contact with the consumer at the beginning of the pitch, giving their name and the fact that they are a Brand Ambassador of KANNAWAY. In addition, they specify in an open and clear manner at the beginning of the pitch what the purpose of their visit or call is, and which goods or services are to be offered.
- If requested by the consumer, a pitch is forgone, the conversation postponed or a conversation which has begun is terminated in a friendly manner.
- The Brand Ambassadors never behave in a pushy manner. In particular, visits and telephone calls take place at reasonable times, unless the consumer has expressly requested otherwise. The corporation or its Brand Ambassadors will call a consumer for advertising purposes only with his/her express prior consent. The number of the caller is to be communicated in this instance.
- During contact with a customer, the Brand Ambassadors inform the consumer of all points regarding the offered goods and – at the request of the consumer – the sales opportunity.
- All information on the goods needs to be comprehensive and reflect the truth. The Brand Ambassadors are prohibited from making misleading statements or false

promises in any form regarding the goods, whereby in particular no healing or health claims may be made, nor that the goods may be sold as medicinal products or narcotics.

- The Brand Ambassadors may make no claims about goods, their prices or contractual terms, insofar as such claims have not been officially approved by KANNAWAY.
- Brand Ambassadors may only refer the consumer, for commercial purposes, to studies, letters of recommendation, test results or other persons, if they have been officially authorized both by the party cited and by KANNAWAY, and there is an accurate and complete citation, whereby no outdated or otherwise obsolete documents may be used. Studies, letters of recommendation, tests and personal references must also always be used within the context of the intended purpose.
- The consumer is not to be provoked into the purchase of products by dubious and/or misleading promises, nor by promises of special benefits, if these benefits are based on future, uncertain successes. The Brand Ambassadors will refrain from anything that could cause the consumer to buy the offered product only in order to do the supplier a personal favor, to terminate an unwanted conversation or to enjoy an advantage which is not the subject of the offer, or to show appreciation for the allocation of an advantage of this type.
- The Brand Ambassadors may make no reference to their remuneration or the potential remuneration of other Brand Ambassadors . Furthermore, the Brand Ambassadors may guarantee no remuneration or otherwise foment expectations.
- Brand Ambassadors must take into consideration a person's lack of business experience and must not in any way exploit their age, illness or limited capacity for discernment to provoke them into the conclusion of a contract, nor can minors be used in any activity for KANNAWAY.
- In the case of contact with "socially weak" or foreign-speaking population groups, the Brand Ambassadors must take necessary consideration of their financial capacities and their ability to discern and understand linguistically, and in particular will refrain from anything that might lead to members of such groups to place orders which do not correspond to their circumstances.

Ethical Rules for Dealing with Brand Ambassadors

- The Brand Ambassadors always treat each other fairly and with respect. The aforementioned applies also for dealing with the brand ambassadors of competitors or of other network-marketing corporations.
- New Brand Ambassadors are truthfully informed of their rights and obligations. Details of possible turnover and employment opportunities are not to be given.
- There must be no verbal assurances regarding KANNAWAY goods and services.

- It is not permitted for Brand Ambassadors to attempt to poach the sales partners of other corporations. Furthermore, Brand Ambassadors are not allowed to agitate other Brand Ambassadors towards a change in sponsor within KANNAWAY.
- The duties under the following General Conditions regarding Sales Partners are at the same time always to be respected as ethical rules.

Ethical Rules for Dealing with Other Corporations

- KANNAWAY Brand Ambassadors must always behave fairly and honestly towards other competitors or other corporations in the network marketing area.
- The systematic luring away of the brand ambassadors of other corporations must be refrained from.
- Disparaging, misleading or unfair comparative statements regarding goods or sales systems of other corporations are prohibited.

Having presented these ethical rules of our corporation, we now want to you familiarize you with KANNAWAY's General Conditions regarding Sales Partners.

§ 1 Scope

(1) The following General Conditions regarding Sales Partners form a constituent part of every sales partner contract between Kannaway Europe B.V., Melisseweg 91, 9731BM Groningen, The Netherlands, represented by its directors residing there for business purposes, email address: supporteurope@kannaway.com, hereinafter: KANNAWAY) and the autonomous and independent Brand Ambassador. It is designed to be the basis of a community-minded, fair and successful business relationship.

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

§ 2 Subject of the Contract

(1) KANNAWAY is a corporation with a brand distribution partner network for high-quality decorative and nourishing cosmetic, food, food-supplement and lifestyle products (hereinafter: Goods). The Brand Ambassadors act as a broker for the Goods for KANNAWAY such that the provision of brokerage of the Goods forms the basis of the business of the Brand Ambassador. For this activity, it is not necessary for the Brand Ambassadors to undertake financial expenses, take/purchase a minimum number of Goods or other services from KANNAWAY or for the Brand Ambassadors to recruit other Brand Ambassadors. The sole requirement is (free) registration. For their activities, the Brand Ambassadors receive an appropriate referral fee following a successful sale.

(2) There is also the possibility, but not the obligation, of recruiting other Brand Ambassadors. For this activity, the recruiting of Brand Ambassadors, upon meeting the requirements, receive a corresponding commission on the product turnover of the recruited Brand Ambassador. However, it is expressly noted that no commission is paid for the recruitment itself. The commission, as well as the manner of payment, is determined by the compensation plan valid at the time (hereinafter: Compensation Plan).

(3) KANNAWAY supplies the Brand Ambassadors, upon successful registration, with training and personalized promotional tools and a selection of starter sets (KANNAWAY Value Packs), an online back-office and a replicated website/landing page including a right of use within the meaning of Section 6(1), enabling the Brand Ambassador, among other things, to have an always-current and comprehensive overview of his/her brokered sales, commission claims, invoices and the Brand-Ambassador and downline developments.

§ 3 General Preconditions for the Conclusion of the Contract

(1) A contract may be concluded with capital corporations, non-incorporated firms or natural persons of at least 18 years of age and who are entrepreneurs in possession of proof of being a trader (e.g. trading license) (where required). Conclusion of a contract with consumers is not possible.

(2) If a capital corporation submits an application to a Brand Ambassador, at the request of KANNAWAY, a copy of the appropriate extract from the commercial register regarding the registration as well as the sales tax identification number are to be submitted. All shareholders and any shareholders of the shareholders, where a shareholder is also a legal person or a non-incorporated firm, must be named, be at least 18 years old, and the application signed by the responsible person (e.g. the director). The shareholders and any shareholders of shareholders are personally liable vis-à-vis KANNAWAY, along with the responsible person, for the behavior of the capital corporation.

(3) In the case of non-incorporated firms, a copy of the corresponding extract from the commercial register – if available – as well as the sales tax identification number, are to be submitted. All shareholders and any shareholders of the shareholders, where a shareholder is also a legal person or a non-incorporated firm, must be named, be at least 18 years old, and the application signed by the responsible person (e.g. the managing director). The shareholders and any shareholders of shareholders are personally liable vis-à-vis KANNAWAY, for the behavior of the non-incorporated firm.

(4) Insofar as order forms or order sheets are used they are deemed to form an integral part of the contract.

(5) Brand Ambassadors may register as "Brand Ambassador at KANNAWAY" in order to take up their duties. When registering, Brand Ambassadors are obliged to complete the sales partner application form fully and properly, including the specification of the identity card number or passport number and the sales tax identification number (or

personal tax number, if they have no sales tax identification number); they must sign the document, if it relates to an offline registration, and then send the application to KANNAWAY via the specified method. In addition, the Brand Ambassadors accept that they are cognizant of these General Conditions regarding Sales Partners, by means of a separate signature for offline registrations and the corresponding active check mark for online registrations prior to the submission of the sales partner application, including the Compensation Plan, and accept the same as an integral part of the contract. Registration applications are to be immediately sent to KANNAWAY after signing, and at the latest within 72 hours, via the specified method.

(6) For each natural person, non-incorporated firm (e.g. GbR, OHG, KG) and capital corporation (e.g. AG, GmbH, UG, Ltd.) only one Brand Ambassador application will be accepted; likewise it is prohibited for a person registered as a natural person to be additionally registered as a shareholder in a non-incorporated firm or in a corporation. A Brand Ambassador may operate or have an ownership interest as a sole proprietorship in only one Kannaway business. No individual may have, operate or receive compensation from more than one Kannaway business. Individuals of the same family unit may enter into or have an interest in more than one Kannaway Business provided a family member acts as the direct sponsor of the other. A "family unit" is defined as spouses, domestic partners and dependent children living at or doing business at the same address.

(7) KANNAWAY reserves the right to decline sales partner applications at its own discretion, without any justification.

(8) In the event of an infringement of the obligations provided in Paragraphs (1) to (3) and (5), second sentence and (6), KANNAWAY is entitled, without prior warning, to terminate the sales partner contract without notice. In addition, KANNAWAY expressly reserves the right, in this situation of termination without notice, to assert further claims for damages.

§ 4 Status of the Brand Ambassadors as an Entrepreneur

(1) Brand Ambassadors act as autonomous and independent entrepreneurs. In this respect, the parties are agreed that the Brand Ambassadors will initially work on a part-time basis. They are neither employees nor trade representatives, franchisees or agents of KANNAWAY, nor does a joint venture exist. There are no sales targets, acceptance or other operational obligations. The Brand Ambassadors are not subject to any instructions by KANNAWAY except for the contractual obligations, and bear the full entrepreneurial risk in their business activities including the obligation to pay all their business costs. The Brand Ambassadors must establish and run their operation – to the extent necessary – as a prudent businessman would, also including – to the extent necessary – the operation of their own office premises or of a workspace as a prudent businessman would have.

(2) The Brand Ambassadors, as self-employed entrepreneurs, are responsible for compliance with the relevant statutory provisions, including tax and social security law requirements (e.g. obtaining a sales tax identification number, registration of employees in with the social security institutions, and the obtention of trading license, if necessary),

as well as for the obtention of any necessary insurance coverage. To this extent, the Brand Ambassadors shall ensure that all commission income earned in the context of their work is properly taxed at the location of their headquarters. KANNAWAY reserves the right to deduct from the agreed commission the respective amount for tax and charges, or to demand damages or reimbursement of expenses it incurs due to a breach of the above requirements, unless the Brand Ambassadors are not responsible for the damage or expense. KANNAWAY will pay no social security contributions for the Brand Ambassadors.

§ 5 Voluntary Contractual Withdrawal

You register with KANNAWAY as an entrepreneur and not as a consumer, so you do not have a statutory right of withdrawal. Nevertheless KANNAWAY grants the following voluntary 14-day, contractual right of withdrawal.

Voluntary Right of Withdrawal

You may withdraw from your contract within 14 days without needing to indicate the reasons in text form (by letter or email) sent to the postal or email address referred to in Section 1. The 14-day period begins upon submission of the sales partner application. Timely dispatch (**date of the postmark/email**) of the notice of withdrawal will suffice for the withdrawal to be valid.

Consequences of Withdrawal:

After your withdrawal, you may return to KANNAWAY all paid services taken as a Brand Ambassador, as well as unopened and resalable Goods, against reimbursement of the payments in full.

Brand Ambassadors may, following the withdrawal, re-register their former position via another sponsor. The prerequisite is that the withdrawal is at least 6 months since the occurrence of the former position of Brand Ambassador and the withdrawing Brand Ambassador has carried out no activities for KANNAWAY in that time.

§ 6 Use of the Back Office and Landing Page / License and Maintenance Fees

(1) The Brand Ambassadors purchase, upon registration with KANNAWAY and for the duration of the contract, a right to use the following items provided to them: back office, landing page, a right to the use the training and support tools provided, as well as administrative support. The right of use is a simple, non-transferable right to use, related to the aforementioned concrete services; the Brand Ambassadors have no right to change, edit or otherwise transform the aforementioned services, nor to grant sublicenses. Content offered may only be used for the purpose of this contract and may not be passed on to third parties without permission.

(2) For the use, maintenance, management and support of the in services stated in (1), KANNAWAY charges an annual fee for usage, maintenance, updating and service (hereinafter: Brand Ambassador Fee) in accordance with the provisions of the respectively valid price list, to be paid in advance each year, and for the first time after the conclusion of the sales partner contract.

§ 7 Obligations of the Brand Ambassadors

(1) The Brand Ambassadors are obliged to protect their personal passwords and login IDs against access by third parties. The Brand Ambassadors are furthermore obliged to immediately notify KANNAWAY of any changes to their personal or contractual conditions, and of changes to their personal or other data by sending such notification to the email address given in Section 1 or – as far as possible – to undertake such changes themselves using the back office.

(2) The Brand Ambassadors are prohibited in their work from contravening food, cosmetics, pharmaceutical, narcotics, competition or other laws, from hindering, degrading or reducing or defaming KANNAWAY's rights, or those of its Brand Ambassadors, affiliated corporations, customers or other third parties and corporations, or from otherwise violating any applicable law. Furthermore, there is a ban on unauthorized phone advertising, including so-called "cold calls" and a ban on the sending of unsolicited advertising emails, advertising faxes, advertising SMS messages (spam), or other electronic advertising messages e.g. via social media services.

(3) Special Advertising Guidelines

(a) At no point and on no form of advertising may Brand Ambassadors give information as to their level of income or the earning opportunities at KANNAWAY . In fact there is a constant obligation to expressly inform Brand Ambassadors within the framework of preparatory discussions that very few Brand Ambassadors receive a large income from their activity for KANNAWAY and that the achievement of an income is only possible through very intensive and continuous work.

(b) Sales and marketing activities must not feign any commissions known as "per-capita premiums" or other commissions in connection with the mere recruitment of a new Brand Ambassador, or otherwise perform acts that give the impression that the advertised sales system is an unlawful sales system, namely an illegal, progressive snowball system or pyramid scheme or an otherwise fraudulent sales system.

(c) Sales and marketing activities must not be directly aimed at minors or persons inexperienced in business, and must in no way exploit their age, illness or limited discernment in order to provoke consumers into concluding a contract. In the case of contact with "socially weak" or foreign-speaking population groups, the Brand Ambassadors will take necessary consideration of their financial capacities and their ability to discern and understand linguistically, and in particular will refrain from anything that might lead to members of such groups placing orders which do not correspond to their circumstances.

(d) No sales and marketing activities may be performed which are inappropriate, illegal or insecure, or which exert unacceptable pressure on selected consumers.

(e) Brand Ambassadors may only refer the consumer, for commercial purposes, to studies, letters of recommendation, test results references or other persons, if they have been officially authorized both by the party cited and by KANNAWAY, and they are accurate and are not obsolete. Letters of recommendation, tests and personal references must also always be used within the context of the intended purpose

(f) The consumer is not to be provoked into the purchase of Goods by dubious and/or misleading promises, nor by promises of special benefits, if these benefits are based on future, uncertain successes. The Brand Ambassadors will refrain from anything that could cause the consumer to buy the offered product only in order to do the supplier a personal favor, to terminate an unwanted conversation or to enjoy an advantage which is not the subject of the offer, or to show appreciation for the allocation of an advantage of this type.

(g) The Brand Ambassadors must not claim that the Compensation Plan or the Goods have been approved, accredited or supported by KANNAWAY or by a public authority, or that they have been classified as "legally compliant" by a law firm.

(e) Within the context of the advertising, sale or otherwise in connection with an activity for KANNAWAY, no healing or health claims may be made, nor may the Goods be advertised as medicinal products or narcotics.

(4) The use, manufacture and distribution of own websites, sales documents, own product brochures or other self-created media and advertising means, as well as the modification of the replicated website/ landing page provided for the Brand Ambassadors is expressly not permitted. In the event that the Brand Ambassadors advertise the KANNAWAY Goods on other Internet media, such as social networks (e.g. Facebook or Instagram), online blogs, chat rooms (e.g. Whatsapp or Snapchat) or on other social media services (direct sale via these methods is not permitted), only the official KANNAWAY advertising statements, banners, items, graphics or the other content from the KANNAWAY "library" may be used. It is prohibited for such advertising to be done anonymously or under a false name; the Brand Ambassadors are obliged to specify their full name and to expressly emphasize that they are independent sales partners of KANNAWAY. Blog posts must always have a direct reference to the blog themes. It is not allowed, in the implementation of advertising activities on social media, to use blog spamming, spamdexing or comparable dissemination techniques. Furthermore, the further requirements and obligations of these General Conditions regarding Sales Partners and other applicable law are also to be observed in the area of social media.

(5) The KANNAWAY Goods may be presented and sold by the Brand Ambassadors within the framework of the applicable law in a revocable manner, in the course of one-to-one and large group meetings, at home parties, online home parties, online network events and/or at online conferences. The KANNAWAY Goods must not be

offered for sale at other sales locations, e.g. eBay, Facebook, Amazon, Allegro, TV sales shows, via telemarketing, teletext marketing or via similar sales channels.

(6) The Brand Ambassadors are forbidden at all times from selling or otherwise distributing their own marketing and/or sales documents to other KANNAWAY Brand Ambassadors.

(7) Although the KANNAWAY Goods may also be presented by the Brand Ambassadors at trade fairs and exhibitions, they may only be sold following written consent.

(8) The Brand Ambassadors may not, in the course of trade, give the impression that they are acting by order or in the name of KANNAWAY. They are instead obliged to present themselves as "independent KANNAWAY Brand Ambassadors". Internet homepages, social media sites or other social media activities, headed paper, calling cards, vehicle labelling and ads, advertising materials and the like must include the addition "independent KANNAWAY Brand Ambassador" and may not exceed the above wording by the inclusion of the KANNAWAY distinguishing marks and/or trademarks, work titles, business names or other KANNAWAY distinguishing marks. The Brand Ambassadors are also prohibited from the following in the name of KANNAWAY or in the interests or on behalf of the corporation: applying for loans, incurring expenditure, entering into commitments, opening bank accounts, concluding other contracts or otherwise making binding declarations or receiving money. The Brand Ambassadors will not be granted an authority to collect, nor a power of attorney to represent KANNAWAY vis-à-vis third parties. Nor are the Brand Ambassadors responsible for the fulfillment of debts from a brokered business transaction.

(9) The Brand Ambassadors are not entitled, in the course of trade, to refer to trademarks of competing corporations negatively disparagingly or otherwise unlawfully, or to adjudge other corporations negatively or disparagingly, or to give negative, disparaging or otherwise unlawful assessments by way of headhunting the brand ambassadors of other corporations.

(10) All of KANNAWAY's presentation, advertising, training and film materials, product labels etc. (including the photographs), including the use of replicated websites / landing page as provided, are protected by copyright. They are not permitted to copy, distribute, make publicly accessible or edit [such materials, etc.] beyond the right of use contractually granted to the Brand Ambassadors, either as a whole or using excerpts.

(11) KANNAWAY's distinguishing marks and/or trademarks, work titles and business names or other KANNAWAY distinguishing marks may only be used within the framework of the contractual right of use. This also applies to the registration of Internet domains, the use of the KANNAWAY distinguishing marks and/or trademarks, work titles and business names and other KANNAWAY distinguishing marks in an identical or similar, full or partial form and whose registration is not permitted without the prior written permission of KANNAWAY. KANNAWAY may require that internet domains using the name KANNAWAY and/or trademarks, work titles and business names and other KANNAWAY distinguishing marks and whose use has not been consented to in writing

by KANNAWAY, be deleted and/or transferred to KANNAWAY. Only the pure acquisition costs (costs charged by the provider for the acquisition) for the domain (but not a payment for the value of the domain), will be assumed by KANNAWAY in the case of acquisition. Also forbidden is the registration of own trademarks, work titles or other protection rights which contain a KANNAWAY brand, product description, work title or business name registered in another country/region. The aforementioned prohibition applies both for identical or similar signs or Goods.

(12) The Brand Ambassadors may, after termination, re-register for their former position with KANNAWAY. The prerequisite is that the termination and confirmation of termination is at least 6 months since the occurrence of the former position of Brand Ambassador and the terminating Brand Ambassador has carried out no activities for KANNAWAY in that time.

(13) The Brand Ambassadors are not allowed to reply to press inquiries about KANNAWAY, their goods, the KANNAWAY Compensation Plan or KANNAWAY other services. The Brand Ambassadors are obliged to notify KANNAWAY of all press inquiries immediately, by forwarding such notice to the email address given in Section 1. Customer inquiries or complaints of any kind regarding the products, the service or the remuneration system are also to be immediately forwarded to the email address under Section 1.

(14) The Brand Ambassadors undertake – as far as possible – to ensure that the customer data obtained as a result of sales services is used exclusively within the framework of its activities for KANNAWAY and in particular is not forwarded to and/or used by other third parties or for the services of a third party.

(15) The Brand Ambassadors may advertise and distribute KANNAWAY services, or obtain new Brand Ambassadors, only in such states which have been officially established by KANNAWAY.

(16) KANNAWAY enables the Brand Ambassadors to acquire the goods for their personal requirements and those of family members and for entertainment purposes. In no case shall the sales partners themselves, or their family members allow other sales partners to acquire large quantities of the products for their own consumption, where this would inappropriately exceed personal use within a household. The Brand Ambassadors shall ensure that they have deployed at least 70% of the Goods previously acquired from KANNAWAY within the framework of usual business transactions, for the purpose of entertainment or other sales. By means of a respective re-ordering of Goods, the Brand Ambassadors shall ensure that of the previous order, at least 70% of this Goods delivery were used as products within the framework of usual business transactions for the purpose of entertainment or other sales. Goods for which, within the framework of 70% rule, it is ensured that they are used for the purpose of sales, may not be sold back or otherwise returned. Furthermore, the Brand Ambassadors or third parties may not acquire more Goods than that which they could use in a month for the purpose of sales.

(17) The use of telephone numbers liable to fees or so-called automatic calling machines for the marketing of KANNAWAY activities or products is not permitted.

(18) The Brand Ambassadors are obliged to inform KANNAWAY promptly and truthfully and immediately of infringements of the General Conditions regarding Sales Partner or of other violations of the law by other Brand Ambassadors.

§ 8 Prohibition of competition / Headhunting / Sale of Third-Party Services

(1) The Brand Ambassadors are allowed to provide brokerage or otherwise sell for other corporations (including network marketing corporations) with regard to Goods and/or services , even if they are competitors.

(2) Notwithstanding the provisions of Paragraph 1, Brand Ambassadors are not allowed to sell products or services of other corporations to other KANNAWAY Brand Ambassadors.

(3) Insofar as the Brand Ambassadors are operating for multiple corporations or network marketing corporations at the same time, they are obliged to structure the respective activities (in addition to their respective downline) so as to ensure that no combining or mixing of their activity for the other corporation occurs. In particular, the Brand Ambassadors may not offer products other than KANNAWAY products at the same time at the same location or in the immediate vicinity, or on the same Internet page, Facebook page, other social media or internet platform.

(4) The Brand Ambassadors are also prohibited from headhunting KANNAWAY Brand Ambassadors during their contractual work, with a view to such Brand Ambassadors then selling other products and/or operating for other corporations.

(5) The Brand Ambassadors are also prohibited, by the conclusion of a sales partner contract, from breaching other Brand-Ambassador or any other sales contracts they have concluded with other corporations, and whose clauses still have effect.

§ 9 Nondisclosure

The Brand Ambassadors must maintain absolute secrecy as to the business and trade secrets of KANNAWAY and its structure. The term "business and trade secrets" includes in particular information on the downline activities, as well as the downline-(genealogy)_activity report and the information contained therein, the Brand-Ambassador, customer and sales-partner data, as well as information on KANNAWAY's business relationships and those of its associated corporations and of other providers and suppliers. This obligation shall continue even after the termination of the sales partner contract.

§ 10 Line Protection / / Bonus manipulation / Unauthorized use credit cards/ No Territorial Protection

(1) Those active Brand Ambassadors who obtain new Brand Ambassadors for the sale of KANNAWAY products shall assign the new Brand Ambassadors to its structure in accordance with the provisions of the Compensation Plan and the placement preferences given therein (sales partner protection), whereby the date and time of

receipt of the registration application from the new Brand Ambassadors is deemed to be decisive in terms of the allocation. The possibility of changing the "set position" of a directly or indirectly sponsored partner is not possible. Likewise a retrospective change of sponsor is not possible. If, however, KANNAWAY has erroneously deployed an incorrect sponsor during registration, an application for a change of sponsor in this case is only possible within 45 days after registration.

(2) KANNAWAY is entitled to delete from its system all personal data, including the email address of sponsored Brand Ambassadors, if advertising, correspondence or emails are returned with the note "address unknown", "deceased", "rejected", "unknown", etc. and the newly recruited Brand Ambassadors or the sponsor does not correct the incorrect data of the newly recruited Brand Ambassadors within a reasonable period of 14 days. Insofar as KANNAWAY incurs costs due to undeliverable advertising materials and parcels sent, it is entitled to recover such costs, except if the mistaken delivery occurred through no fault.

(3) Furthermore, crossline sponsoring and attempts to perform this within the corporation is prohibited. Crossline sponsoring means the acquisition of a natural or legal person or a non-incorporated firm that is already a Brand Ambassador at KANNAWAY in another sales line, or who has had a sales partner contract within the last 6 months. Also prohibited to this extent is the use of the name of a spouse, relative, trading name, stock corporation, non-incorporated firm, trust corporation or other third party, in order to circumvent this provision.

(4) Bonus manipulations are prohibited. These include in particular the sponsoring of Brand Ambassadors, who do not in fact exercise KANNAWAY business (so-called "straw men") or persons that do not exist, as well as overt or disguised multiple registrations, insofar as this is prohibited. Also prohibited to this extent is the use of the name of a spouse, relative, trading name, stock corporation, non-incorporated firm, trust corporation or other third party, in order to circumvent this provision. It is also forbidden to provoke third parties into the disposal or purchase of Goods in order to achieve a better position in terms of the Compensation Plan, to manipulate the group bonus or to otherwise undertake bonus manipulation.

(5) Likewise, the use of credit cards to purchase Goods or other services is prohibited, where they are not in the name of a Brand Ambassador.

(6) The Brand Ambassadors are not entitled to territorial protection.

§ 11 Written Warnings, Contractual Penalties, Compensation, Indemnification from Liability

(1) In the case of a first breach by the Brand Ambassador of the duties governed by Section 7 a written warning will be sent by KANNAWAY, setting a deadline of 10 days to remedy the breach of duty. The Brand Ambassadors also undertake to repay the costs of the written warning, in particular the legal costs incurred for the written warning.

(2) Reference is made explicitly to Section 16(2), according to which KANNAWAY – upon a breach of the in duties stated in Sections 8, 9 and 10(3) and (4), 18(3) and 19, as well as in the event of a serious breach of the duties governed by Section 7, or of another applicable contractual or lawful right – is entitled to extraordinarily terminate the contract without prior written warning, though it is also entitled (at its discretion) to take the measures according to Section 11(1) upon the first breach of duty. Irrespective of the immediate right to extraordinary termination governed by Section 16(2), KANNAWAY has the right in individual cases, upon the occurrence of one of the aforementioned breaches of duty and at its own discretion, to issue a written warning within the meaning of Paragraph (1) before pronouncing extraordinary termination, whereby a shorter rectification period is allowed.

(3) If, after the end of the rectification period imposed by the written warning, the same breach or one which is substantially the same re-occurs, or if the original breach is not rectified, then a contractual penalty becomes immediately payable, the amount of which is set at the discretion of KANNAWAY and is to be verified in the event of a dispute by the competent court. For the assertion of the contractual penalty, further legal costs will be incurred, which the Brand Ambassadors are obliged to repay.

(4) The Brand Ambassadors are in addition liable, irrespective of the forfeited contractual penalty, for all damages incurred by KANNAWAY due to a breach of duty the Brand Ambassadors, except where the Brand Ambassadors are not responsible for the breach of duty.

(5) The Brand Ambassadors shall indemnify KANNAWAY in the event of a claim by a third party as a result of a breach of any contractually regulated obligation or of any other infringement by the Brand Ambassador against current law, upon KANNAWAY's first request. In particular, the Brand Ambassadors undertake to assume to this extent all costs, in particular lawyers, court costs and damages which KANNAWAY incurs in this context.

§ 12 Adjustment of Prices and Commission

KANNAWAY reserves the right, in particular with regard to changes in the market situation and/or licensing structure, to amend (at the beginning of a new accounting period) the prices to be paid by the Brand Ambassadors and/or to the commission rates attributed to the services, the Compensation Plan or the usage fees. KANNAWAY shall inform the Brand Ambassador of the amendment within a reasonable period of time in advance. Increases in the price of more than 5% or changes to the Compensation Plan to the detriment of the Brand Ambassadors entitles the Brand Ambassadors to object to the amendment. If they do not object to the amended conditions within a period of one month after notification, such conditions shall become an integral part of the contract. Amendments known of at the time of the conclusion of the sales partner contract are not subject to notification and do not establish a right of objection of the Brand Ambassador. In the event of an objection, KANNAWAY is entitled to terminate the contract extraordinarily, whereby the amended or additional terms and conditions of business shall come into effect.

§ 13 Advertising Materials, Contributions

All free advertising materials and other contributions of KANNAWAY may be withdrawn at any time with effect for the future.

§ 14 Compensation, Commission and Billing

(1) The Brand Ambassadors shall receive, upon reaching the relevant requirements and the maintenance of an active status – by way of compensation for successful brokerage and for its work – commission and other bonus payments including the relevant requirements and active status, according to KANNAWAY's currently valid Compensation Plan. Upon payment of the compensation and bonus payments, all costs of the Brand Ambassadors are covered for the maintenance and implementation of their business, insofar as such costs are not contractually agreed elsewhere separately.

(2) Successful brokerage within the meaning of (1) of this contract only exists if the contractual relationship between the customer and KANNAWAY takes effect and the customer does not withdraw its application for conclusion of a contract, in particular in accordance with the rules on distance or door-to-door selling. A compensation claim arises only if the payment by the customer into KANNAWAY's account is credited and all other payment conditions are met.

(3) A commission entitlement in particular does not arise if

- a.) the customer makes use of its right of withdrawal
- b.) the contract is contested by the customer in a legally effective manner,
- c.) The customer order has been established unlawfully,
- d.) KANNAWAY rejects acceptance of the contract,
- e.) faulty, incomplete customer orders are submitted,
- f.) orders have not been paid or they have been returned and refunded.

Furthermore, in cases of fraudulent brokerage, either by fraudulent or abusive actions of the customer, Brand Ambassadors are not entitled to a commission fee.

(4) The Brand Ambassadors are initially entered as small traders at KANNAWAY, unless they state that they have an appropriate sales tax identification number, so that they can then be entered as a normal trader. They must inform KANNAWAY immediately, giving their sales tax identification number and confirmation from the competent tax office, as soon as they opt to pay sales tax (VAT) within the scope of its commercial activities, or if they exceed the thresholds for small businesses. As soon as the monthly commission to which the Brand Ambassadors is entitled exceeds €1,400.00, the Brand Ambassadors no longer count as small traders, such that KANNAWAY will then require the Brand Ambassadors to submit a sales tax identification number, which is to be sent to KANNAWAY immediately following (but at the latest within 30 days of) receipt of the transfer submission request, or if no sales tax identification number is available, the application for the issuance of a sales tax identification number within the aforementioned period. KANNAWAY will pay out the commission only after the

submission of the sales tax identification number and will make use of its right of lien until that point. The possibility of blocking in accordance with the provisions of Section 15(1) of these General Conditions regarding Sales Partners is expressly noted.

(5) The Brand Ambassador's commission will be credited weekly and monthly and can be paid via payment service partner Payquicker into accounts held in the relevant Brand Ambassador's name or that of a non-incorporated firm or of a legal person with whom KANNAWAY has a contractual relationship, unless payment into a different account not has been expressly and separately agreed in writing by KANNAWAY. Payments cannot be made into bank accounts or similar outside of the state in which the Brand Ambassador is registered.

(6) The sales partners agree that there are no claims for commission which are higher than those underlying this contract, nor can such claims be asserted. Upon payment of the commission, all claims of the sales partner are settled, in particular all travel costs, expenses, office costs, telephone costs and other expenses for advertising materials, as well as all other costs incurred in connection with the performance of the contract. Furthermore, upon payment of the compensation referred to in (1), all services of the Brand Ambassadors are settled, in particular for the manufacture and maintenance of the sales partner's stock (downline), the customer stock and the resulting future market potential, and are deemed to be an advance payment for this, such that in the event of termination of the contract by any party and for whatever reason, KANNAWAY need pay no severance payments and/or compensation claims for whatever legal reason. Section 16(5) is explicitly referred to.

(7) KANNAWAY is entitled to assert a right of retention within the framework of the legal specifications. Furthermore, KANNAWAY is entitled to assert a right of retention due to the payment of commissions, if not all the contractually or legally required documents (such as the sales tax identification number in the case of legal persons) are in place prior to the first disbursement, insofar as they have been requested and issued. In the case of the exercise of the right of retention of commission payments by KANNAWAY, it is deemed as agreed that the Brand Ambassadors shall have no claim for interest for the period of the retention of the commission.

(8) KANNAWAY is entitled to completely or partially offset KANNAWAY's claims against the Brand Ambassadors with the commission claims. The Brand Ambassadors are entitled to offset, if the counterclaims are uncontested or have been legally established.

(9) The assignment or pledging of claims of the Brand Ambassadors arising from Brand Ambassador Contracts is excluded, to the extent that mandatory law does not preclude this arrangement. The contract may not be encumbered with the rights of a third party, to the extent that mandatory law does not preclude this arrangement.

(10) The Brand Ambassadors shall check the invoices issued at once and direct any objections to KANNAWAY without undue delay. All commission claims result from the respectively valid Compensation Plan. Written notice of incorrect commission, bonuses or other payments is to be sent to KANNAWAY within 60 days of the incorrect payment. After this date, the commission, bonuses or other payments are deemed approved.

(11) The commission is paid out to the Brand Ambassadors on a monthly basis, taking into account KANNAWAY's payment arrangements and methods. KANNAWAY reserves the right to pay commission only when it totals US-Dollar 25.00 or more. In the event that the minimum payment amount is not reached, the commission claims are carried over to the business accounts held at KANNAWAY for the Brand Ambassadors, and will be paid out to the Brand Ambassadors the following month after having reached the minimum payment amount.

§ 15 Blocking of Brand Ambassadors

(1) In the event that the Brand Ambassadors do not submit the requested documents or evidence [e.g. the sales tax identification number or a corresponding application pursuant to Section 14(4)] within 30 days following a request by KANNAWAY, KANNAWAY is entitled to temporarily block the Brand Ambassadors on the KANNAWAY system until such time as the necessary documents or evidence are provided.

(2) Compensation or commission advances or other payments which cannot be paid out due to the reasons mentioned are posted by KANNAWAY as non-interest-yielding deferred liabilities and shall expire at the latest within the statutory limitation periods.

(3) Irrespective of the reasons for blocking mentioned in (1), KANNAWAY reserves the right to block certain Brand Ambassadors if there is good cause. In particular, KANNAWAY reserves the right to temporarily block Brand Ambassadors' access without notice if the Brand Ambassadors breach the duties stated in Section 7 - 9 and Section 10 Paragraphs 3 and 4, or breach other applicable laws, or if there is other good cause, until the elimination of the breach of duty, upon corresponding written warning sent by KANNAWAY. A right to definitive blocking also exists, insofar as KANNAWAY is entitled to extraordinarily terminate the contract due to an aforementioned breach of duty.

(4) The duration of a temporary block or a definitive block does not entitle Brand Ambassadors to extraordinary termination, and gives no right to reclaim amounts already paid for the starter set, or to any other damages, except where the Brand Ambassadors are not responsible for the blocking.

§ 16 Contract Duration, End of Contract

(1) The sales partner contract is agreed for a period of 12 months and may also be properly terminated by the Brand Ambassadors within the term of the contract at any time. The contract is automatically extended for a further 12 months upon payment of the Brand Ambassador Fee within the meaning of Section 6(2), unless a party to the contract terminates it by giving one month's notice to the end of the 12-month contract period. In the case of non-payment of the annual Brand Ambassador Fee within the meaning of Section 6(2), the sales partner contract automatically ends. The Brand Ambassadors retain the possibility – during a period of 60 days after the end of the contract – to reactivate the sales partner contract by payment of the Brand Ambassador Fee, thus also reinstating compensation claims, provided that the necessary requirements and other contractual conditions are met in the month in which the

reactivation occurs. No refund is possible for the time between the end of the contract and reactivation of the same.

(2) Notwithstanding the grounds for termination as per (1), both parties have the right to extraordinarily terminate the sales partner contract for good cause. Good cause for termination by KANNAWAY also exists in the event of a breach of one of the duties governed by Section 7, where the Brand Ambassadors do not comply with their rectification duties within the meaning Section 11 Paragraph (1), or if, after the rectification of the breach of duty, the same or a similar breach occurs again at a later date. Likewise, in the event of a breach of Section 14(3), extraordinary grounds for termination exist insofar as the Brand Ambassadors fail to provide the relevant evidence even after the setting of a further deadline. In the event of a breach of the duties governed by Sections 8, 9 and 10(3) and (4), 18(3) or 19, and in the event of a very serious breach of the other contractual or legal rights as per Section 7, KANNAWAY is entitled to effect extraordinary termination without prior written warning. Furthermore, each party has grounds for extraordinary termination if insolvency proceedings are opened against the other party, or if such opening is rejected due to a lack of assets, or if the other party is otherwise insolvent, or if, within the scope of a foreclosure, an affidavit of insolvency is submitted. The right to extraordinary termination exists without prejudice to further claims.

(3) After the end of a contract, a new contract may be concluded only after the expiry of a period of at least 6 months.

(4) At the end of the contract, the Brand Ambassadors have no further right to commission, and no further permission to act for KANNAWAY or to identify themselves as Brand Ambassadors, nor may they continue to use trademarks or other distinguishing marks or protected rights, works of copyright or domains that contain a trademark or other distinguishing marks of KANNAWAY, after the end of the contract. The inapplicability of claims for commission does not hold for contracts already successfully brokered at this point in time, which continue unaffected. Furthermore, the Brand Ambassadors are not entitled, after the end of the contract, to assert sales agent indemnification payment claims or any other claims for compensation, as the Brand Ambassadors, in accordance with the provisions of Section 4(1), are not sales agents within the meaning of the commercial code.

(5) Notice of termination is only accepted in written form. Such notice must state the name and address of the sales partner in capital letters, the ID number of the Brand Ambassador and his/her signature. The letter should be sent to supporteurope@kannaway.com or address mentioned in §1.

(6) In the case of early termination of the sales partner contract within the 12-month period by the Brand Ambassadors there is no entitlement to a refund of the fees paid within the meaning of Section 6(2), or of any other benefits already paid in connection with the sales partner contract, except if the Brand Ambassadors extraordinarily terminate the contract for good cause, or if a refund is expressly mentioned in these General Conditions regarding Sales Partners.

(7) If the Brand Ambassadors at the same time lay claim to services independent of the sales partner contract, such services shall remain in force as from the end of the sales partner contract in an unaffected manner, unless the Brand Ambassadors also expressly demand the cessation of such services upon termination. If the Brand Ambassadors continue to purchase services from KANNAWAY after the end of the contract, they will be rendered as for a regular customer.

§ 17 Data Protection Obligations of the Brand Ambassadors

The Brand Ambassadors are prohibited from passing on, saving or using the personal or customer-specific data of end customers of which they become cognizant, beyond the extent of contractual rights and/or requirements.

§ 18 Transfer of Business / of the Sponsored Structure to Third Parties / Death of Brand Ambassadors

(1) KANNAWAY may transfer its business in whole or in part, or indeed individual assets, to third parties at any time, provided that the acquirer adheres to the applicable law.

(2) If a legal person or non-incorporated firm is registered as a Brand Ambassador, a transfer of the sales structure is permitted only if compliance with the other requirements of this contract is ensured.

(3) Although a Kannaway business is a privately owned, independently operated business, the sale, transfer or assignment of a Kannaway business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a Kannaway Brand Ambassador business, is subject to certain limitations. If a Brand Ambassador wishes to sell his or her Kannaway business, or interest in a Business Entity that owns or operates a Kannaway business, the following criteria must be met:

- The selling Brand Ambassador must be qualified at the Director level or higher,
- The selling Brand Ambassador must offer Kannaway the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Kannaway shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Brand Ambassador. If the buyer is an active Kannaway Brand Ambassador, he or she must first terminate his or her Kannaway business and wait six (6) calendar months before acquiring any interest in a different Kannaway business;
- Before the sale, transfer or assignment can be finalized and approved by Kannaway, any debt obligations the selling party has with Kannaway must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Kannaway Brand Ambassador business.

Prior to selling a Business Entity interest, the selling party must notify Kannaway's Compliance Department in writing and advise of his or her intent to sell Kannaway's business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

(4) The sales partner contract shall end at the latest upon the death of the Brand Ambassador. The sales partner contract may be bequeathed, in compliance with the statutory requirements. Within 6 months after the occurrence of death, a new sales partner contract must be concluded by the heir(s), whereby the latter assume the rights and obligations of the deceased. If the heir or one of the heirs is already registered as a KANNAWAY Brand Ambassador as a natural person, given that each natural person may occupy only one position on the marketing plan, the heir must either renounce his/her previous position in the KANNAWAY sales structure, or if the conditions of Section 18(4) have been met, he/she must transfer to a third party one of the two future sales structures in accordance with the provisions of Section 18 (4). Death is to be evidenced by a death certificate. Insofar as there is a written will regarding the inheritance of the sales partner contract, a notarized copy of the will is to be submitted. After expiry of an unexploited six-month period, all rights and obligations from the contract are transferred to KANNAWAY. Exceptionally, the six-month period may be extended by a reasonable duration if, in individual cases, it is disproportionately short for the heir(s).

§ 19 Separation / Dissolution

In the event that a married couple, a couple in an official civil union, a legal person or non-incorporated firm registered as a Brand Ambassador end their association on an internal level, even after such separation, dissolution or other termination, one of the aforementioned associations shall remain in the position of sales partner. The separating members/shareholders must agree internally which member/shareholder will continue the sales partnership, and this must be notified to KANNAWAY by one of the two parties in the form of a signed and notarized written notice or by the production of a court order. In the case of an internal dispute about the consequences of the separation, divorce, dissolution, or other termination in relation to the KANNAWAY sales partnership the latter reserves the right of extraordinary termination, where such a dispute leads to a neglecting of the obligations of the Brand Ambassador, to a breach of these General Conditions regarding Sales Partners, to a breach of law or to an unreasonable burden on the KANNAWAY Downline or Upline.

§ 20 Consent for the Use of Photographic and Audio-Visual Materials, Use of Records of Materials and Presentations

(1) The Brand Ambassadors grant KANNAWAY the right, without charge, to create or carry out photographic and/or audio-visual materials with their image, voice recordings or statements and quotes from them in the context of their role as Brand Ambassador. To this extent, the Brand Ambassadors expressly consent – by signing the sales partner application and in the knowledge of these General Conditions regarding Sales Partners – to the publication, use, reproduction and amendment of their quotes, audio recordings or visual recordings by KANNAWAY for advertising and marketing purposes, as well as for content and actions internal to the corporation.

(2) The Brand Ambassadors are not permitted – for selling or for business purposes – to produce and/or use audio, video or other records of KANNAWAY events, or of KANNAWAY telephone conferences, speeches or meetings.

§ 21 Data Privacy

(1) The KANNAWAY data privacy statement is given below.

(2) You may visit our site anonymously, although each time you access the website, your internet browser sends as standard the following data to our web server: the date and time of access, the sender's IP address, the requested resource, the http method as well as the http user agent header. Our web server stores this data separately from other data; we are not able to assign this data to a specific person. Following anonymous evaluation for statistical purposes, this data is immediately deleted.

(3) Personal data will only be collected if the Brand Ambassadors communicate such data voluntarily in the context of the order or registration process. KANNAWAY uses the transmitted personal data (e.g. title, name, address, email address, telephone number, fax number, transfer details), without prior express consent in accordance with the provisions of the German Federal Data Protection Act, solely for the purpose of fulfilling the contract.

(4) For the purpose of fulfillment of the contract, such as the settlement or payment of commission, product and marketing information (e.g. via newsletter) the personal data of the Brand Ambassadors is forwarded to third parties such as but not limited to accounting departments, the paying bank or suppliers, insofar as this is necessary for the fulfillment of the aforementioned contractual obligations. Upon completion of the contract, including full payment of the agreed remuneration, the data of the Brand Ambassadors is deleted. Data which must be kept due to reasons of fiscal or commercial law, is blocked after the execution of the contract unless the Brand Ambassadors have expressly agreed to the further use of their personal data.

(5) The Brand Ambassadors are entitled at any time to demand information about their data free of charge, as well as the amendment, blocking or deletion of their data (again free of charge), unless this endangers the fulfillment of the contract by KANNAWAY. If the Brand Ambassadors would like more information about the storage of their personal data or the deletion, blocking or amendment of the data of the interested party, support can be obtained via the email address or postal address given in Section 1.

(6) This data privacy statement can be viewed and called up at any time via the KANNAWAY website.

§ 22 Exclusion of Liability

(1) KANNAWAY is liable for damage caused other than through injury to life, limb or health only insofar as such damage is due to intentional or grossly negligent action or culpable violation of an essential contractual obligation (e.g. payment of commission)

by KANNAWAY, its employees or vicarious agents. This also applies to damages resulting from a breach of duties in contract negotiations, as well as from the performance of tortious acts. Any further liability for damages is excluded.

(2) Liability is, except in the case of the injury to life, limb or health, or intentional or grossly negligent behavior by KANNAWAY, its employees or vicarious agents, limited to the damage typically predictable upon conclusion of the contract and otherwise to the amount of average damages deemed typical for the contract. This is also valid for indirect damages, including lost profit.

(3) KANNAWAY is not liable for any damage whatsoever occurring through the loss of data on the servers, except in the case of gross negligence or willful misconduct by KANNAWAY, its employees or vicarious agents.

(4) Content belonging to the Brand Ambassadors and secured by KANNAWAY is deemed to be third-party information for KANNAWAY, within the meaning of the German Telemedia Act (TMG).

§ 23 Limitation Period

(1) All claims arising from this contractual relationship shall lapse for both parties within 6 months, insofar as this is legally permissible. The limitation period begins upon maturity of the claim or at the time of the emergence of the claim or the possibility of recognition of the claim. Mandatory legal regulations which provide for a longer period of limitation, shall remain unaffected.

§ 24 Inclusion of the Compensation Plan

(1) The KANNAWAY Compensation Plan and its specifications also expressly form part of the sales partner contract. The Brand Ambassadors must adhere at all times to these specifications, in accordance with the respectively valid version.

(2) In sending the Brand Ambassador application to KANNAWAY, the Brand Ambassadors thus guarantee that they are cognizant of the KANNAWAY Compensation Plan and accept it as an integral part of the contract.

(3) KANNAWAY is entitled to amend the KANNAWAY Compensation Plan at any time. KANNAWAY will announce changes to the Compensation Plan, giving reasonable notice. The Brand Ambassadors have the right to object to the Compensation Plan amendment. In the event of an objection, the Brand Ambassadors are entitled to terminate the contract at the time of entry into force of the amendment. If they do not terminate the contract within four weeks after the date of entry into force of the amendment, the Brand Ambassadors are expressly deemed to have accepted the amendment.

§ 25 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

(1) KANNAWAY offers a one hundred percent (100%) thirty-day money back guarantee for all customers and Brand Ambassadors. If a customer purchased a product and is not satisfied with it, the customer may request a refund from their Brand Ambassador. The Brand Ambassador will then return the product(s) back to KANNAWAY for a refund of the wholesale purchase price. If a Brand Ambassador is not 100% satisfied with our products or is unable to sell it, he or she may return the item(s) for a refund if the products were purchased within 30 days and remain in resalable condition.

If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Brand Ambassador any commissions, bonuses, rebates or other incentives received by the Brand Ambassador, which were associated with the merchandise that is returned.

(2) Voluntary Cancellation of Contract

Requests by a Brand Ambassador to return their sales aids or inventory for a refund will be treated as a request to voluntarily cancel that Brand Ambassador business. If a Brand Ambassador wishes to return sales aids or inventory purchased within the last 3-month period (or as applicable law dictates), the Company shall repurchase the inventory and sales aids and the Associate's Agreement shall be canceled. A Brand Ambassador may only return sales aids or inventory purchased by him or her that are in new and resalable condition.

Upon receipt of the sales aids or inventory, the Brand Ambassador will be reimbursed 90% of the cost of the original purchase price(s), not to include shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account.

- a) Brand Ambassador must inform the company of intent to exercise the sales aid and inventory buy-back option within 10 business days of resignation notice.
- b) All products to be returned for refund under this provision must be approved in advance of shipment to KANNAWAY by calling the Customer Services Department.
- c) Brand Ambassador will be asked to submit invoices detailing the sales aid and inventory items to be returned.
- d) Upon approval from the company, returns may be sent to Kannaway's shipping partner Landmark Global facility and must be accompanied by an invoice copy for each item.

(3) Return Process

All returns, whether by a Customer, or Brand Ambassador, must be made as follows:

- a) Obtain RMA (Return Merchandise Authorization) from KANNAWAY by contacting via email or telephone using below details.

- b) Ship items to Landmark Global using address provided below.
- c) Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
- d) Ship back product in manufacturer's box exactly as it was delivered.

Landmark Global
Świerkowa 1A
05-850 Bronisze
Poland

Email address: supporteurope@kannaway.com

Telephone number:

EN: +48 22 299 82 00

FR: +48 22 299 82 01

DE: +48 22 299 82 02

CZ: +48 22 299 82 03

PL: +48 22 299 82 04

All returns must be shipped to KANNAWAY pre-paid, as KANNAWAY does not accept shipping collect packages. KANNAWAY recommends shipping returned product by UPS or FedEx with tracking, as risk of loss in shipping the returned product shall be borne solely by the Customer, or Brand Ambassador. If returned product is not received at KANNAWAY Distribution Center, it is the responsibility of the Customer, or Brand Ambassador to trace the shipment and no credit will be applied.

§ 26 Applicable Law/Jurisdiction

(1) Valid law at the headquarters of KANNAWAY shall apply, to the exclusion of the CISG. Mandatory regulations of the state in which the Brand Ambassadors have their habitual residence remain unaffected.

(2) If the Brand Ambassador is a merchant, a legal person under public law or a special fund under public law, or has no general place of jurisdiction in The Netherlands or, after conclusion of the contract, moves its residence abroad, or his/her/its place of residence at the time the lawsuit is brought is not known, then the place of jurisdiction and place of performance is the headquarters of KANNAWAY (The Netherlands).

§ 27 Final provisions

(1) KANNAWAY is entitled to amend the General Conditions regarding Sales Partners at any time. KANNAWAY will announce amendments with reasonable notice. The Brand Ambassadors have the right to object to the amendment. In the event of an objection, the Brand Ambassadors are entitled to terminate the contract at the time of entry into force of the amendment. If they do not terminate the contract within four weeks after

the date of entry into force of the amendment, the Brand Ambassadors are expressly deemed to have accepted the amendment.

(2) Amendments or additions to these General Conditions regarding Sales Partners must otherwise be given in writing. This also applies for the revocation of the written-form requirement.

(3) If these General Conditions regarding Sales Partners are translated into any other language, and there are contradictions in any provision between the German and the translated versions of the General Conditions regarding Sales Partners, the German version shall always prevail.

(4) In the case of invalidity or incompleteness of a clause of these General Conditions regarding Sales Partners, this shall not render the entire contract ineffective. Rather, the ineffective clause shall be replaced by one that is effective and which comes closest to the meaning of the invalid provision in an economic sense. The same is for the closure any loopholes in the provisions in need of closure.

(5) Any request from a Brand Ambassador for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

General Conditions regarding Sales Partners as at: 18/01/2018