I. TERMS AND CONDITIONS OF SHOPWITHME BUSINESS PARTNERS OF EUROPE

1. The Contractual Relationship between Business Partners of Europe (from now on (BO or Partner) and Shopwithme GmbH (from now on «Shopwithme») is determined through the Terms and conditions, the agreed delivery and Payment conditions, and the bonus and payout system which is described in the bonus plan brochure.

The business relationship starts when the be all contract is accepted through Shopwithme by granting the partner ID number and opening the partner Backoffice and through ordering and delivery of the first starter kit order.

2. The partner works part time and is self-employed, he is neither a contract worker nor bound by any instructions. It is clearly forbidden to arouse this kind of impressions in daily business procedures.

BO will take care of all official permits which is necessary for his self-employed business actions and to pay all necessary taxes in time.

If necessary, he will prove all needed business registrations.

3. Only natural persons or Limited liability company can become BO/Partner.

Every partner can only apply for one ID number with shop with me himself a second, ID number can only be given from shop with me for accomplishing special incentive (Elite founder). It is not allowed to apply for several ID numbers in international Partner companies or subsidiaries of Shopwithme.

4. Papa order products only directly from shop with me warehousing of product is not necessary and its forbidden.

5. The partner commits to sell products only through direct sales system, but not in stationary shops, markets or tradeshows, or over personal website outside the shop with me system

6. The partner commits to only communicate business statements about shopwithme the shopwithme platform products and the shopwithme social commercial distribution system and the income possibilities with the shopwithme social commerce marketing system that is compliant with the official and written information and regulations distributed by shopwithme over its websites and written PDF materials.

Any media used to present the business concept or products of shop with me can only be by shopwithme itself. The usage of shopwithme Brand or any Brands related to shopwithme social commerce marketing system in daily business procedures is only allowed to the BO after written allowance of shopwithme company.

7. The partner is obliged to take care of commercial protective rights of third parties to follow the rules of the fair competition. If shop with me must pay any fines because of partner misbehavior concerning commercial protect the rights of third parties of violating the rules of fair competition, the partner is liable for all financial claims resulting from his misbehavior.

8. It is allowed for the partner to sell products of other companies except products that are in direct competition to the products offered on the shop with me social commerce shopping system.

9. For the teambuilding and customer acquisition the partner receives special commission according to the bonus plan of shopwithme for the recruiting and training of his customers and partners.

Precondition for receiving this special bonuses and commissions is the monthly qualification according to the shop with my bonus plan.

The respect of the original sponsor or placement line is precondition for any partnership and keeping up the trust for the security of all partners.

The change of original sponsor line is not possible to other teams, except of placement changes done by the original upline sponsor in the placement tree.

Partner and their spouses can only hard again in the shop with me system 12 months after cancelling their shop with me partnership.

10. Shopwithme and partner each process personal data in the shop with me systems from potential partners and customers, for both parties are responsible to follow data protection regulations.

Partner is responsible to gather data of potential members to acquire them as users for the sort of humorous shopping platform, he is obliged to use this data is only for shop with me related business reasons as well as for building a social commerce marketing team of other partners.

Shop with me may provide partner with relevant partner and member data to build his team and customer base.

Shop with me is responsible to provide information about the platform, its offerings to customers directly.

Partner commits to follow all legal or contractual data protection rules, and to transfer any possible and potential requests of legal authorities directly to shop with me.

11. Shop with me is explicitly informing partner the violation of protection rules or recruiting other Shopwithme partners to Distribution or Direct Sales companies or the attempt to do so, or any other important reason, like bonus manipulations or violating the contract rules between partner and shopwithme can lead to partnership termination without notice.

Place of jurisdiction and place of performance is Berlin Germany. Contract partner: Shopwithme GmbH

Managing Director: Christian Wiesner (CEO), Wilmersdorferstr.122-123, 10627 Berlin Registry Court : County Court Berlin Registry number: HRB 237683

II. TERMS OF DELIVERY AND PAYMENTS

1. Ordering Options

Shopwithme Partner order Products and Starter kits exclusively through ther partner website and the directly connected shop with me web shop.

The address and login data you receive immediately with your registration Shopwithme partner coming from the park on the website of your Upline sponsor.

2. Payment options

a) Credit card MasterCard euro card or Visa:

Please note that while doing your first order with credit card your credit card data and security card number will be requested.

b) ordering with bank transfer please only to the account off shop with me GmbH Germany, details you will find in the web shop and in your order receipt.

3. Shipping

Shipping and packaging costs for starter kits, basic starter kits, VIP, as well as upgrade starter package are each €14.95 brutto to any European country.

Shipping and packaging costs for monthly auto ships or product single order are €4.95 brutto to any European country.

4. Miscancellous

Shop with me keeps the right of full ownership of the full product package to a complete payment of the buying price.

Open receivables from partner to Shopwithme to partner can be reckoned with commission entitlements.

Shopwithme reserves the right for assortment and price changes. For all other cases, the legal provisions apply.

III. INFORMATION ON RIGHT OF WITHDRAWAL

1. Important notice: In accordance with of Article 15 N. 133(I)/2013, the right of withdrawal does not apply to **contracts for the supply of sealed goods** which are not returnable on grounds of health or hygiene and which have been unsealed after delivery.

2. Right of withdrawal:

You have the right to withdraw from the contract within 14 days without giving any explanation.

The withdrawal period expires 14 days after the day, on which you or a third person you have designated and is different from our carrier, acquired the physical possession of the last product.

All products must be returned in a new and unused state, in perfect condition, with all protective materials in place and tags and stickers attached to them (if applicable), including all packaging, accessories and documents. Shopwithme reserves the right not to accept any return if the product has been used or altered from its original condition in any way.

In order to exercise your right of withdrawal, you are required to notify our company, Shopwithme GmbH, Managing Director : Christian Wiesner (CEO), Wilmersdorferstr.122-123, 10627 Berlin at <u>info@shopwithme.biz</u> with a clear statement (e.g. by post or email) regarding your decision to withdraw from the contract.

In order to comply with the withdrawal period, it suffices to send your statement on exercising your right of withdrawal before the expiration of the withdrawal period.

3. Consequences of withdrawal:

Discounted Digital Digital products like Online E-learning Success Training, as well as Shopwithme AI Recruiting Systems or Shopwithme Online Shop License are excluded from exchange or return and are not refundable.

If Partner is returning Starter Kit, the refund will be reduced on: already paid Commissions; earned Bonuses (40%); processing lump sum of 10% of the Starter Kit; shipping costs.

We may withhold reimbursement until we receive the products.

4. The products must be returned or delivered to us without undue delay and in any case no later than 14 days from the date on which you have informed us of the revocation of this contract.

February 2022