



Notice:

For reasons of better readability, the masculine form is used for personal designations and personal nouns in this document. Corresponding terms apply in principle to all genders for the purposes of equal treatment. The abbreviated form of language is used for editorial reasons only and does not imply any valuation.

§ 1 General

1.1 The following general terms and conditions ("GTC") of Strategy Target Group S.à r.l., 1, Hauptstrooss, L-6869 Wecker, Luxembourg (hereinafter "STG"), are an integral part of each legal transaction of STG with the STG Affiliate Partners (hereinafter "STG AP"). These, together with the further applicable terms, conditions, restrictions as well as the back office of STG, the "Contract".

1.2 Before the STG AP can enter a contract with STG, he must agree to these terms and conditions by clicking "read

conditions by clicking on "read and accepted". By doing so, he acknowledges the GTC as binding for him.

1.3 STG offers its services and ostensibly in electronic form. Communication between STG and the STG AP's takes place on both sides either via e-mail and/or by publishing notices in the STG back office as well as via the info channel on Telegram. By accepting the GTC, the STG AP expressly agrees to electronic and/or telephone communication on the part of STG.

§ 2 Conclusion of contract

2.1 By submitting the registration form and activating the account, the registration is completed, and the parties enter a legally binding contract.

2.2 The conclusion of a contract is only possible with legal entities, partnerships or with natural persons who have reached the age of 18 and are entrepreneurs.

The conclusion of a contract with consumers is not possible and is expressly excluded at this point.

2.3 The STG AP shall make his registration independently and completely with his place of business and stating his tax number or VAT ID.

2.4 Changes to personal or company-related data must be corrected immediately in the back office. STG is entitled to delete the names and addresses of STG APs from its system if their information is incorrect and/or does not correspond to the truth.

§ 3 Rights and duties of the STG AP's

3.1 The STG AP sells products for STG and its contractual partners. He has the task of referring to potential interested parties, considering the permissible instructions issued by STG.

3.2 The STG AP shall always safeguard the interests of STG. In doing so, the STG AP shall observe the prices and conditions set by STG as well as the uniform procedure.

3.3 The STG AP acts as a self-employed and independent entrepreneur. He acts exclusively as an intermediary. There are no sales targets, acceptance and/or other activity obligations. Apart from contractual obligations, the STG AP is not subject to any instructions from STG. He bears the full entrepreneurial risk in the sense of a prudent businessman.

3.4 STG AP is not authorized to make declarations and/or enter obligations on behalf of STG and its contractual partners or to make statements on behalf of STG and its contractual partners.

3.5 As an independent contractor, the STG AP is responsible for complying with the relevant legal provisions, including tax and social law requirements (e.g., obtaining a VAT identification number or registering with the social insurance for himself and his employees), as well as for obtaining a business license, if required. Furthermore, the STG AP informs himself independently about the respective legal requirements in his country.

3.6 STG shall provide the STG AP with a self-billing invoice in the back office on a regular monthly basis. The STG AP is responsible for retrieving this invoice himself. He expressly regards this invoice as binding if he does not object within 30 days of receipt.



3.7 In principle, the STG AP shall not be entitled to territorial protection unless such territorial protection has been expressly and formally confirmed in writing by STG.

3.8 For the use of the STG recommendation system by the STG AP, an annual fee of currently Euro 99.00 will be charged from the second year on. Upon payment of this fee, the STG AP shall continue to be entitled to the overheads from his Down Line. If they do not comply with this payment even after a request, STG reserves the right to deactivate its account and not to pay the requested commissions until the payment has been made.

This fee does not apply to the STG AP if he only manages his achieved pools and incentives via the STG back office and does not currently participate in the STG recommendation system.

Should the STG AP wish to participate in the STG recommendation system again later, he can activate this by paying the annual fee. Activation is not possible retroactively.

§ 4 Protection against competition

4.1 The STG AP may work for other clients. If the STG AP works for other companies in his main or secondary profession, he undertakes to organize the respective activity in such a way that no connection and/or mixing with his activity for the other company occurs. In addition, the STG AP is prohibited from soliciting STG Affiliate Partners (so-called "non-frontline partners") not recruited by himself for the sale of other products.

4.2 The Affiliate Partners is obliged to immediately notify STG by e-mail of any competing sales activities. The management of STG shall examine the matter and shall have the right to deny this to deny this sales activity.

4.3 If the CP violates the above provision, STG shall be entitled to terminate this contract for cause. termination of this contract.

§ 5 Promotional products

5.1 STG offers the STG AP specially developed materials and advertising products for advertising the services and products to be provided. These are published with templates and text templates in the back office. The specified images and texts must be used by the STG AP in their original form and may not be altered in any way. In all other respects, the marketing guidelines apply. STG reserves the right to change the provided advertising materials at any time. The current materials and advertising products are to be used in each case.

5.2 The use of our own sales documents, own product brochures, own media documents, own STG websites and other advertising material is not permitted without written consent. Requests for adjustments and/or changes must be submitted to STG for quality acceptance and approval prior to publication.

5.3 The advertising of products of STG and its contractual partners via the Internet is also permitted exclusively using the stored advertising materials and advertising statements. The STG AP undertakes to use only the templates stored in the back office for his business cards or e-mail signature (uniform company appearance).

5.4 Should the STG AP, despite this prohibition, use advertising materials/sales documents/product brochures etc. designed on his own responsibility without authorization and thus disregard the content of this contract, he shall, irrespective of the occurrence of actual damage and without a warning, pay a contractual penalty of Euro 10,000.00 to STG. In addition, STG reserves the right to terminate the contract without notice.

5.5 If STG incurs demonstrable damages because of the unauthorized use of advertising materials designed under its own responsibility, STG shall claim these damages in addition to the actual contractual penalty.

5.6 Press inquiries regarding STG and its contractual partners are to be forwarded immediately to the head office (info@strategy-target.group).



§ 6 Entitlement to commission

6.1 The commission depends on the mediated products.

6.1.1 Details on the commissions of the individual products are documented in the respective product description (fact sheet). For each product, a corresponding fact sheet is made available via the STG back office.

6.1.2 Furthermore, the commission depends on the achieved recommendation level. The currently valid version of the STG recommendation system can be accessed via the STG back office.

6.1.3 If the STG CP refers a "major customer" to STG or its product partners, an individual commission arrangement shall be made in writing in advance and after review. In this case, the regulations shall not apply.

6.2 The STG AP's commissions shall be transferred/paid to a bank account to be named by the STG AP in the back office or in accordance with the payment options otherwise named in the back office. The STG AP has the right to request payment of the commissions accrued on his back office account from Euro 100.00 at his discretion. STG will make the payouts after the verification of the claim, usually in the interval of 14 days.

6.3 STG is entitled to assert a right of retention within the scope of the statutory provisions. In addition, STG is entitled to assert a right of retention regarding the payment of commissions if not all required documents are available prior to the initial payment or the information has been provided incorrectly. If STG exercises the right to withhold commission payments, it is agreed that the STG CP shall not be entitled to interest for the period of the commission withholding.

6.4 Assignments and pledges of claims arising from the Affiliate Partners Agreement are excluded. Encumbrance of the contract with the rights of third parties is not permitted.

6.5 Incorrect commissions, bonuses or other payments shall be reported to STG in writing within 30 days of the date of the incorrect payment, otherwise they shall be deemed accepted by the STG AP.

6.6 The STG AP expressly agrees that STG may forward data required for transfers to the respective bank.

6.7 STG reserves the right to adjust commissions according to developments.

§ 7 Cessation of the entitlement to commission

7.1 STG shall be entitled to offset claims to which STG is entitled against the STG CP against the latter's commission claims in whole or in part.

7.2 The STG AP shall have no claim to commission if it is determined that the brokered party will not make a payment or will withdraw the payment. Commissions already paid shall be repaid in this case. Commission payments from brokered sales of the respective product providers shall only be made once the respective product provider has paid its deposit to STG.

7.3 STG reserves the right to immediately stop payment of the commission if the STG AP causes damage to STG intentionally or through gross negligence.

7.4 STG has the right to reduce the amount of the commission claim or to deny it altogether if, contrary to expectations, the STG AP should no longer fulfill his obligations under these GTC in part or in whole.

§ 8 Rights to the contractual product

8.1 STG and its contractual partners shall be entitled to all rights to the contractual products. However, STG and its contractual partners grant the STG AP permission to use the trademarks and other signs of STG and its contractual partners during the term of the contract, subject to prior agreement. In doing so, the STG AP shall clearly indicate his legal position as an independent STG AP.

8.2 All presentation, advertising, training, and film materials etc. (including photographs) provided by STG in the back office are protected by copyright. In addition, there is also extensive trademark protection. Due to copyright and trademark protection, materials as well as various uses of the STG name (such as Internet domains, e-mail addresses, etc.) may only be reproduced, disseminated, made publicly available or edited in whole or in part with the express written consent of STG.

§ 9 Secrecy obligation

9.1 The STG CP shall maintain absolute secrecy about the trade secrets of STG and its contractual partners as well as about the structure of STG. This obligation continues even after termination of the Affiliate Partner agreement (GTC). Internal documents entrusted and/or handed over to the STG AP must be returned by the latter immediately and without separate request after termination of the contract. This obligation to return also extends to the customer file maintained by the STG AP during the term of the contract.



9.2 The STG AP shall ensure that the confidentiality obligations are also observed by his employees and/or other auxiliary persons. The STG AP is liable for his employees and other auxiliary persons.

§ 10 Warning, Contractual Penalty, Damages, Indemnification

10.1 As a matter of principle, violations of these GTC are to be warned first, as far as reasonable.

10.2 If the same or a similar violation occurs again and/or if the originally warned violation is not remedied, an appropriate contractual penalty shall become due immediately, the amount of which shall be left to the discretion of STG and which, in the event of a dispute, shall be reviewed by the competent court.

10.3 Notwithstanding the contractual penalty paid, the STG AP shall also be liable for all damages incurred by STG because of a breach of this Affiliate Partner Agreement (GTC) or STG's other rights, unless the STG AP and his employees and other auxiliary persons are not responsible for the breach of duty.

10.4 In the event of a claim by a third party due to a breach of one of the contractually regulated obligations and/or any other breach of applicable law by the STG AP, the STG AP shall indemnify STG against liability without limitation upon first request by STG. In particular, STG AP undertakes in this respect to bear all costs, in particular lawyer's fees, court costs as well as possible costs for damages, which STG incurs in this context.

§ 11 Duration, termination, transferability, and inheritability of the contract

11.1 This Agreement is concluded for an indefinite period.

11.2 The STG AP has the right to terminate this Affiliate Partner Agreement at the end of the respective month. The notice of termination shall be sent by mail or digitally to help@strategy-target.group. STG waives its ordinary right of termination provided that the Partner has paid its annual fee for the use of the back office, § 3.8.

11.3 Both parties are entitled to terminate this agreement for an extraordinarily good cause. Good cause for termination by STG exists in the following cases:

11.3.1 The STG AP intentionally violates the non-competition clause according to § 4 and/or violates the confidentiality obligation according to § 9.

11.3.2 The STG AP uses own sales material contrary to § 5 par. 5.2. and /or thus intentionally violates the marketing guidelines.

11.3.3 The STG AP provides incorrect information regarding his personal and/or company-related data.

11.3.4 The STG AP seriously violates legal regulations and/or morality in the performance of its activities.

11.3.5 The opening of insolvency proceedings against STG AP.

11.4 The STG AP has the option to transfer his claims from this agreement to another natural or legal person at any time. A possible transfer must be notified to STG in due time and requires the express consent of STG.

11.5 The Affiliate Partner Agreement may be inherited subject to compliance with the statutory requirements. In principle, a new Affiliate Partner Agreement must be concluded with the heir(s) within six months, which takes over the rights and obligations of the decedent. In the event of death, the death certificate is required for the transfer. If there is a will regarding the inheritance of the Affiliate Partner Agreement, a notarized copy of the will must be submitted. After unused expiry of the six-month period, all rights and obligations arising from the contract shall pass to STG. 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.



§ 12 Effects of termination

12.1 After an ordinary termination, the still open commissions will be charged, the back office account as well as the e-mail address will be closed, the ID will be returned to STG.

12.2 In the event of extraordinary termination based on a culpable, massive breach of trust that makes it unreasonable for STG to continue the contract, STG reserves the right to immediately cease commission payments in individual cases.

§ 13 Disclaimer

13.1 STG shall only be liable for damages other than those resulting from injury to life, body, and health insofar as these are based on intentional or grossly negligent actions or on culpable breach of an essential contractual obligation (e.g., payment of commission) by STG, its employees, or vicarious agents. This also applies to damages resulting from the violation of obligations during contract negotiations as well as from the performance of tortious acts. Any further liability for damages is excluded.

13.2 Except in the case of injury to life, limb, and health or intentional or grossly negligent conduct on the part of STG, its employees or vicarious agents, liability shall be limited to the damages typically foreseeable at the time of conclusion of the contract and otherwise to the amount of the average damages typical for the contract. This also applies to indirect damage, in particular loss of profit.

13.3 STG shall not be liable for damages of any kind resulting from loss of data on the servers, except in the case of gross negligence or intentional fault on the part of STG, its employees and/or vicarious agents.

§ 14 Consent to the use of photographic and audiovisual material

The STG AP grants STG, free of charge, the right to record or create photographic and/or audiovisual material with his likeness, voice recordings and/or statements and quotes from him within the scope of his function as STG AP. In this respect, by signing the Affiliate Partner Agreement and taking note of these GTC, the STG AP expressly consents to the publication, use and reproduction of his quotes, recordings, or recordings. The STG AP has the right to revoke the consent. In the event of revocation, STG will cease its use within a three-month period.

§ 15 Final provisions

15.1 The respective current GTC shall apply. STG has the right to change these at any time. Changes will be communicated to the STG APs in advance by e-mail newsletter and/or via the back office. If the changes burden the STG AP on his rights, he can object to the changes and thereby terminate the contractual relationship properly. The changes shall be accepted at the latest if the STG AP does not object to them in writing within one month.

The address for the opposition is:

Strategy Target Group S.à r.l., 1, Hauptstrooss, L-6869 Wecker, Luxembourg

or digital: help@strategy-target.group

The outstanding commissions are cleared, the back office account and email address are closed, and the ID is returned to STG.

15.2 STG reserves the right to transfer the business operations in whole or in part to third parties.

15.3 Subsidiary agreements, amendments or supplements to this contract must be made in writing to be legally effective. This shall also apply to the waiver of the written form requirement.

15.4 Should one or more provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

15.5 To the extent legally permissible, the law of Luxembourg shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). To the extent permitted by law, the place of jurisdiction shall be at the registered office of STG.

15.6 These GTC and Terms of Use as well as the services and service descriptions in the back office have been prepared in German. The German language shall be authoritative for any interpretations that may be required. Translations are only and without exception for explanatory purposes and are not legally binding.