

Affiliate Agreement

Between

FB Universe Ltd.

L'Ambjent Building Block C Flat 3

Telghet Ix-Xemxijja, San Pawl Il-Bahar

SPB 9020

Malta

and

the Affiliate

together with FB Universe Ltd. (subsequently FB Universe), jointly referred to as “**Contracting parties**” –the following agreement is made:

§ 1

Subject matter of the agreement, marketing plan

- (1) FB Universe sells diverse merchandise articles worldwide hereinafter briefly referred to as: FB Universe contract products.

The qualified Affiliate shall have the right to recommend FB Universe contract products as an independent, free and autonomous recommender for FB Universe in accordance with the Affiliate’s respective national laws and the following provisions. This agreement regulates the fundamental cooperation between the contracting parties. Incorporated with this agreement by reference, enclosure, link, back-office download, and/or addendum is the current applicable marketing plan of FB Universe, which contains the compensation guidelines for Affiliates.

- (2) The Affiliate confirms that it has thoroughly checked, understood and accepted the currently applicable marketing plan. It explicitly declares that it acknowledges and approves this enclosure fully and completely.
- (3) Any deviation, contradictory, or supplementary changes coming from the Affiliate or from third parties shall become a part of the agreement only if and insofar as FB Universe has consented to their validity explicitly and in writing.

§ 2

Contractual prerequisites and relationship of the contracting parties with each other

- (1) The Affiliate declares and assures that it fulfils all legal prerequisites and official conditions in order to commercially recommend precious metal sales in its respective country and to recommend FB Universe contract products.
 - a. Where required by law, the Affiliate must independently register its trade with the competent authorities and institutions – even with its locally competent tax office;
 - b. Upon demand, the Affiliate must immediately furnish proof of all permits to FB Universe and the Affiliate must maintain these documents in a current state.
 - c. The Affiliate shall be responsible for the fulfilment of all legal requirements including but not limited to: trade-law-related, tax-related, labour-law-related, competition-law-related and other legal obligations without any exceptions.
 - d. The Affiliate must properly declare compensation received for referrals to the appropriate tax authorities and pay tax on the same.

If the Affiliate has not fulfilled the stated prerequisites, it may not commence its activity.

- (2) The Affiliate shall not have an employment relationship with FB Universe under the labour law. The Affiliate shall particularly determine the place, time, commencement and end as well as the type of its activity by itself; it shall itself bear the entrepreneurial commission risk and shall also not be entitled to remuneration during holidays or illness.

- (3) The Affiliate shall be an independent contractor and must apply the diligence of a prudent businessman in its business. The Affiliate must follow their national laws as well as the applicable European Union Law regarding fair competition, the company's internal statutes and guidelines as well as FB Universe' directives for business transactions. It must always ensure that its behavior does not violate laws, regulations or official instructions. The Affiliate must follow FB Universe compliance guidelines and instructions for the proper representation of FB Universe contract products and will promote the free-affiliate program and marketing plan.
- (4) The Affiliate declares that it, in addition to the Affiliate activity for FB Universe, it works for third parties to a considerable extent. If the Affiliate is working or would work exclusively or primarily only for FB Universe, it shall be obligated to immediately notify FB Universe and if necessary, make applications for an exemption from the obligation to contribute to social security with the competent institutions. If an exemption is not possible, the Affiliate must immediately notify FB Universe. If it fails to do so, FB Universe shall be authorized to recover any costs or liabilities for social security contributions from the Affiliate to the extent they are payable. This provision shall otherwise survive the termination of this agreement.
- (5) The Affiliate shall not be authorized to represent FB Universe in legal or contractual transactions, particularly to make any declarations for FB Universe. Such declarations shall not bind FB Universe, but the Affiliate itself that shall be solely responsible for any claims against FB Universe. The Affiliate shall not have the power to represent FB Universe. It itself shall be liable for its declarations and must, if necessary, indemnify FB Universe from all consequences of unauthorised declarations. Other entitlements and rights of FB Universe shall remain unaffected.
- (6) Specifically, the Affiliate shall not be authorised to accept payments on behalf of FB Universe. Customers cannot pay the Affiliate for products and services of FB Universe. The Affiliate shall not have collection authority for FB Universe.

§ 3

Tasks and duties of the Affiliate

- (1) The Affiliate has a duty to protect FB Universe' interests in all manners and to undertake that FB Universe' reputation is not damaged by its actions.
- (2) The Affiliate shall have the task of recommending the FB Universe contract products released by FB Universe to customers. While doing so, it must inform the customers about the FB Universe products truthfully and professionally. Upon the successful conclusion of a purchase contract personally recommended by the Affiliate, it shall be entitled to compensation in accordance with this Affiliate Agreement and the current marketing plan.
- (3) The Affiliate shall further be obligated to recommend other customers and Affiliates (down-line-affiliates). If these down-line-affiliates successfully recommend FB Universe contract products resulting in the sale of FB Universe contract products by FB Universe, the Affiliate and the down-line-affiliate shall both receive compensation in accordance with this Affiliate Agreement and the current marketing plan.
- (4) The Affiliate may only recommend the sale of FB Universe contract products which are released for sale in writing by FB Universe and available in accordance with the laws and other legal provisions of the Affiliates' respective country.
- (5) The Affiliate shall not have territorial protection. The Affiliate shall however be prohibited to headhunt customers or affiliates of FB Universe for third parties, particularly for other affiliate marketing systems, or to induce directly, or indirectly, other affiliates to abandon, neglect, sell, or trade their existing account.
- (6) The Affiliate shall further be prohibited from headhunting customers, affiliates, or down-line-affiliates of other affiliates of FB Universe, which have an active account with FB Universe, for itself or for third parties (so-called cross-recruiting). "Active account" within this meaning refers to an account, for which KYC documents have already been uploaded and/or through which at least one purchase of FB Universe contract products has taken place.
- (7) The Affiliate shall be authorized to take advertising measures in the fair promotion of FB Universe and FB Universe contract products; the Affiliate must have prior approval by FB Universe of any external presentation or promotion which concerns

FB Universe or uses any copyright or trademarks.

- (8) The Affiliate must regularly participate in web seminars of FB Universe and forward the knowledge obtained there to its down-line-affiliates.
- (9) The Affiliate must constantly keep itself and the downstream recommendation partners supervised by it (down-line-affiliates) informed about the current FB Universe contract products in the log-in of the FB Universe website, the recommendation system and all the data and facts that are important for customers.
- (10) The Affiliate shall not be authorized to assign its claims against FB Universe to third parties. Set-off with counterclaims of the Affiliate, or retention of payments due to such claims, shall be permissible only if and as far as the counterclaims are undisputed, legally determined valid, or recognised by the company.
- (11) The Affiliate is entitled, and obliged, to have only one Affiliate account during the agreement period. If the Affiliate operates more than one Affiliate account, then FB Universe is entitled to terminate all the accounts. The Affiliate that violates the one account rule forfeits all commission claims for all accounts. Any other rights of FB Universe remain unaffected.
- (12) The Affiliate guarantees that its advertising spaces do not violate laws, regulations, statutes or other legal or contractual provisions and do not infringe rights of third parties. It further guarantees that it shall not use any illegal marketing strategies or marketing strategies that violate this agreement.
- (13) The Affiliate shall indemnify FB Universe from all claims of third parties, which are based on illegal behaviour, on behaviour that violates this agreement, or on behaviour that otherwise infringes on the rights of third parties. This shall also refer to the costs of appropriate prosecution and legal defence.
- (14) The Affiliate shall be authorised to deploy its own employees, sub-agents and other auxiliary persons for its activity. The Affiliate must ensure that these persons also adhere to the duties of this Affiliate Agreement.

- (1) FB Universe has the remuneration claims of the Affiliate accounted for on a daily basis. FB Universe must pay due remunerations to the Affiliate according to the respectively applicable remuneration guidelines in the latest marketing plan.
- (2) The Affiliate shall be responsible for the placement of the advertising materials. It shall also bear the costs associated with the implementation or placement and delivery of the advertising materials.
- (3) Advertisement on websites, which could damage FB Universe' reputation, shall be prohibited. This includes, particularly but not exclusively, websites with illegal content, websites with pornographic or violence-glorifying content, websites discriminating against race, gender, religion, nationality, disability, sexual orientation or age, as well as websites promoting illegal acts or websites violating intellectual property.
- (4) The Affiliate must adhere to the terms of use of the websites, which it selects as advertising spaces.
- (5) The Affiliate must design on its own advertising spaces in accordance with the provisions of the Telemedia Act, consumer protection and data protection, particularly provide proper contact information. It must immediately remove illegal contents or contents violating rights of third parties and take suitable measures in order to not repeat such violations.
- (6) The Affiliate must ensure that the advertising materials are flawlessly integrated and delivered.
- (7) FB Universe shall any time be authorised to re-design the advertising materials or replace them with new advertising materials. The Affiliate must ensure that it always uses the latest advertising materials.
- (8) The Affiliate must refrain from impermissible forms of Internet marketing, particularly (but not exclusively):
 - a. improper use of cookies, especially cookie-dropping;
 - b. sending advertising e-mails to recipients, who have not explicitly consented to the receipt of such e-mails including the advertisement contained therein;
 - c. violation of terms of use and applicable guidelines of search engines;

- d. maintaining websites, which can result in a risk of confusion with the web presence of FB Universe.
- (9) The Affiliate shall be prohibited from executing the following advertising measures without explicit prior written consent and approval of FB Universe:
- a. promising or distributing rewards to users for the interaction with the advertising materials (“incentivised traffic”);
 - b. any form of Search Engine Marketing;
 - c. use, registration or purchase of domains, which are similar to the name of FB Universe,
 - i.e. typo-squatting (use of so-called typing mistake domains).

§ 5

Confidentiality

- (1) The Affiliate shall be obligated for confidentiality regarding all the internal knowledge about the business model, corporate policy and operating procedures of FB Universe as well as for extensive customer and resource protection. Violation of its confidentiality obligation shall not only make the Affiliate liable for compensation, but possibly also liable to prosecution.
- (2) All the stated contents, mainly advertising materials, work documents such as pre-printed forms, brochures, training and business documents, contracts – even this agreement – shall be subject to copyright protection. The Affiliate may neither use these contents outside the business relationship nor forward these – even partly – to third parties, have these forwarded or duplicate these, except for third parties that are legally obligated for confidentiality.
- (3) The duties of the Affiliate described in § 5.1 shall remain applicable without any restrictions even after the end of this agreement, unless there is a separate written agreement supplemental to this agreement. If this agreement ends or if the Affiliate no longer requires documents of any type from this business relationship, it may not use these materials further. This shall mainly be applicable for brochures, pre-printed forms and training documents. A right of retention of the Affiliate – for any reason whatsoever – is ruled out.

§ 6

Remuneration

- (1) Development and amount of a remuneration claims of the Affiliate are regulated in the marketing plan within the remuneration guidelines.

The Affiliate shall not have any payment claims against the customer and may not demand any remuneration from the customer.

- (2) The Affiliate shall be entitled to remuneration only after the receipt of the customer's payment by FB Universe and according to the amount actually received by FB Universe. Every remuneration payment to the Affiliate shall be subject to the condition that the customer makes an unconditional payment to FB Universe for the respective products ordered by it and the Affiliate has not violated any regulation of this agreement.
- (3) Remuneration claims of the Affiliate against FB Universe shall be subject to a prohibition of assignment.
- (4) In case of a so-called charge-back or a comparable return debit (e.g. in case of credit card payments) of payments already made to FB Universe, FB Universe shall be authorised to offset the commissions already paid to the Affiliate for such cases with future commission payments or distributions. The same shall be applicable in case of criminally relevant acts by the Affiliate or by the customer (for instance but not exclusively: in case of submission of forged documents, in case of use of stolen or otherwise abstracted credit cards). Further claims of FB Universe shall remain unaffected by this.

§ 7

Statements

- (1) The Affiliate can check the statements online using its personal account login. Objections to a statement must be raised within 10 business days. After this, the statement shall be deemed acknowledged. If the Affiliate is hindered from raising objections by force majeure, the term shall be extended by 10 more business days from the elimination of the hindering reason.

- (2) Remuneration payments to the Affiliate shall take place exclusively through a debit card issued by FB Universe to the Affiliate. As soon as the Affiliate has acquired a commission entitlement of at least € 20.00, FB Universe shall provide it with a reloadable debit card. The costs for the issue of the debit card shall be borne by the Affiliate or shall be deducted from the remuneration payment.

§ 8

Turnover tax / Value added tax

For remunerations pursuant to § 6 of the Affiliate Agreement, the following shall be applicable with regard to turnover tax / value added tax (VAT):

- (1) Remunerations for gold referrals and so-called packages:

Remunerations for pure gold referrals are paid net, i.e. without showing VAT. If the Affiliate is liable for payment of value added tax in its country, this must be paid by the Affiliate from the received amount. If the Affiliate wants the payment of the value added tax, it must fulfil the required legal prerequisites of the respective country and furnish proofs for the same to FB Universe. In this case, the Affiliate shall be obligated to prepare a legally compliant invoice for FB Universe, which shows the VAT. All conditions and specifications of the competent tax authority in the respective country must be clarified by the Affiliate and provided to FB Universe along with FB Universe' possible obligations to cooperate. If the Affiliate fails to notify FB Universe accordingly, it shall solely be liable for the resulting damage and must exempt FB Universe from all claims.

- (2) Remunerations for (other merchandise articles):

a. Malta

Remunerations for the referral of FB Universe' products that are subject to turnover tax in Malta shall be paid gross and shall include the statutory value added tax

b. Other countries

Remunerations for the referral of FB Universe' products in the rest of the EU as well as in non-European countries shall be paid net (without turnover tax / value added tax).

§ 9 Duties of FB Universe

- (1) FB Universe maintains a website that serves for general information and is continuously updated. The Affiliate can get all the required information and forms through the links provided there.
- (2) FB Universe shall provide the Affiliate with sales and training documents, as well as all printable contracts online in a download section, from where the Affiliate can download the required documents.
- (3) If the Affiliate wants supporting material as hard copies, it can purchase this according to the price list on the website.
- (4) For queries, FB Universe has a Support Centre, which supports the Affiliate in various world languages in case of ambiguities.
- (5) FB Universe offers regular training opportunities on the Internet (webinars) so that the Affiliate can always have up-to-date information about all areas regarding its activities.
- (6) FB Universe informs the Affiliate immediately about product changes, about changes in the sales or accounting system as well as news which could be interesting for the Affiliate.
- (7) FB Universe has the remuneration claims of the Affiliate accounted for on a daily basis. FB Universe must pay due remunerations once a month to the Affiliate according to the respectively applicable remuneration guidelines in the latest marketing plan.
- (8) While doing so, FB Universe must consider the structures of down-line-affiliates built up by Affiliate and pay attention to the hierarchies established.
- (9) FB Universe periodically offers incentive programs under separate terms which are published prior to the incentive and are available during the incentive period as part of the incentive report found in the Affiliate back office.

§ 10

FB Universe' authorities

- (1) The Affiliate shall allow FB Universe to contact it any time necessary for the execution of this Affiliate Agreement.
- (2) FB Universe shall be authorized to give instructions to the Affiliate, if this is necessary for successful business. In all other cases, the Affiliate shall not be bound by instructions.
- (3) FB Universe shall be authorised to modify this agreement and the enclosed remuneration guidelines including the marketing plan any time. The Affiliate shall be authorised to object to a change of the agreement or of its enclosures within two weeks of the announcement and to terminate the agreement extraordinarily. Other reasons for termination shall remain unaffected by this. If the Affiliate does not raise objection within the objection period, the change shall be deemed accepted and shall become part of the agreement. The new regulation shall then replace the old regulation.
- (4) FB Universe shall any time be authorised to change the user name used by the Affiliate, particularly if a user name violates laws, morality, trademarks, or is not in the best interest of FB Universe. FB Universe shall immediately notify the Affiliate. Other claims and rights of FB Universe shall remain unaffected.
- (5) FB Universe shall be authorised to have the account blocked if, and as long as necessary, should the legal successor of the Affiliate does not prove its legal succession to FB Universe with the help of written documents.
- (6) FB Universe shall be authorised to assign its rights and duties from this agreement to a third party (legal successor). It must inform the Affiliate immediately. In this case, the Affiliate shall be authorised to terminate the agreement extraordinarily within a period of two weeks.

§ 11

FB Universe' liability

- (1) FB Universe shall not be liable for the uninterrupted and error-free accessibility and functioning of the FB Universe website.
- (2) FB Universe shall be liable for compensation according to statutory regulations. If it is at fault, FB Universe shall however be liable in the case of ordinary negligence only for:
 - a. damage from injury to life, body or health;
 - b. damage from the violation of an essential contractual obligation (essential contractual obligations are those, whose fulfilment facilitates proper execution of the agreement and which the customer may regularly trust); in this case, FB Universe' liability shall however be limited to the compensation of foreseeable, typically occurring damage.
 - c. The aforementioned liability limitations shall be applicable to the same extent in favour of bodies, legal representatives, employees and vicarious agents of FB Universe.
 - d. The aforementioned liability limitations shall however not be applicable if FB Universe has maliciously concealed a defect or has taken a procurement risk or a guarantee for the condition of the product. Claims pursuant to the Product Liability Act or other mandatory legal prerequisites for liability shall remain unaffected.

§ 12

Term of the agreement / Termination

- (1) The agreement is made for an indefinite term.
- (2) The agreement may be terminated by each contracting party at the end of a quarter with an advance notice of 6 weeks.
- (3) Furthermore, it may be terminated at any time by each of the contracting parties for a compelling reason according to the respective legal regulations of the country.
- (4) FB Universe shall, for instance (but not exclusively), be authorised for extraordinary

termination for a compelling reason if:

- the Affiliate proves to be unreliable, mainly if a claim is made on FB Universe due to culpable behaviour of the Affiliate or if a notice is given to FB Universe due to a culpable violation by the Affiliate;
 - the Affiliate has culpably committed serious agreement infringements, which could affect the reputation or rights of FB Universe, of another partner or of a customer. This shall particularly (but not exclusively) include violations of confidentiality and data protection obligations and the prohibition of collecting monies due FB Universe, or the prohibition to headhunt external customers or employees;
 - the Affiliate provides false data to FB Universe;
 - the Affiliate provides false data to customers;
 - the Affiliate renders itself liable to prosecution;
 - the Affiliate continues to violate the agreement in spite of a warning from FB Universe; or but not limited to,
 - the activity of the Affiliate and/or of FB Universe is restricted or excluded in the field of activity of the Affiliate and/or in a country/state, where the Affiliate operates; particularly if a country/state restricts or prohibits the import and/or export of precious metals (e.g. of gold).
- (5) In the event of a termination, the Affiliate must immediately and completely remove and delete all links, banners, and other FB Universe advertising materials installed by it. There shall be no right of retention in this regard.
- (6) After the announcement of a termination as well as for a compelling reason (for instance but not exclusively in the cases stated in § 6.3), FB Universe shall any time be authorised to change the Affiliate's account into the so-called Investigate Status and/or to revoke this status.

In the Investigate Status, the Affiliate cannot modify the profile data in the account, and commissions are no longer distributed to it from this account; the Affiliate can however continue to log in, acquire and register customers as well as generate commissions. Possible remuneration claims of the Affiliate shall remain unaffected by this. After reversal of the Investigate Status, due remuneration claims of the Affiliate shall be paid with the next payment cycle according to the marketing plan.

§ 13

Data protection

- (1) The Affiliate and FB Universe will use the data of any type and all forms, accumulated within the scope of this Agreement exclusively for contractual purposes. They must adhere to all data protection regulations in their respectively valid version, particularly the regulations of the Federal Data Protection Act (BDSG), the General Data Protection Regulation (DSGVO) and the Telemedia Act (TMG). If the Affiliate or FB Universe employ staff or uses third parties, they must obligate these also for the adherence to the data protection regulations.
- (2) FB Universe shall essentially save personal data only as far as this is necessary for the service provision or for the execution of the agreement. It may therefore be necessary to forward personal data of the Affiliate to companies, which are used for the service provision or for the agreement processing. These can, for instance, be transport companies or other service providers. There shall be no further forwarding unless there is a legal or judicial obligation for this. FB Universe' employees are obligated for confidentiality in writing.
- (3) The Affiliate shall issue its consent to credit assessment or age verification in order to facilitate the services or payment methods of FB Universe.
- (4) After the termination of the agreement, the data of the Affiliate shall be deleted. Data, except for which there are legal retention obligations, shall first be blocked and shall be deleted after the expiry of the retention periods, or the latest after six (6) months.
- (5) The Affiliate shall any time receive free information about its saved data without giving reasons. It may any time have its collected data blocked or corrected. Also, it may any time revoke the issued consent for the data collection and use without giving reasons under the address specified in the imprint on FB Universe' website.

§ 15

Applicable law / Legal domicile / Written form requirement

- (1) This Agreement shall be exclusively subject to the laws and jurisdiction of the Federal Republic of Germany, and not subject to Maltese law or the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- (2) For all disputes arising from and in connection with this Agreement, the contracting parties agree upon the exclusive competence of the district court of Stuttgart, Germany. FB Universe shall however also be authorised (but not obligated) to address all claims to the competent court in the jurisdiction for the headquarters of the Affiliate.
- (3) Changes or additions to this Agreement must be in written form in order for them to be effective; e-mail or fax shall be sufficient for observing the written form requirement within the scope of this Agreement. This shall also be applicable for modifying this written form provision.

§ 16

Severability clause

- (1) If one or multiple regulations of this agreement become ineffective, the parties shall agree upon a substitute regulation that comes closest to the ineffective regulation.
- (2) The ineffectiveness of one or multiple regulations of this agreement shall not affect the validity of the rest of the regulations.
- (3) An ineffective regulation shall automatically be replaced by an effective regulation, which comes closest to the economic purpose of this agreement.