

General Affiliate Terms

General Affiliate Terms and Conditions

§ 1 Scope

(1) The following terms and conditions are part of any Affiliate Agreement between Flyback, a brand of GlobalFintech Services EOOD, 9000 Varna City, Western Industrial Zone, 16 USTA (and the independent and self-employed contractual partner (hereinafter: Affiliate), who expressly does not and may not provide any consulting services.

(2) GlobalFintech Services provides its services exclusively on the basis of these General Affiliate Terms.

§ 2 Subject matter of the contract (Affiliate)

(1) GlobalFintech Services is an innovative company that sells high-quality training and education services in the area of lifestyle, health, personal development and finance to its end customers, also as digital offers (in the future: services).

It should be expressly noted that GlobalFintech Services does not directly or indirectly sell any securities, financial investments, forex services, asset investments, FinTech services (such as cryptocurrency, defi services or crypto trading) or other financial products itself or broker, advertise or otherwise market such services for third parties.

(2) The Affiliate has, without any obligation to do so, the possibility to arrange for GlobalFintech Services's Services at its free choice, so that the arrangement of these Services forms the basis of the Affiliate's business. For this activity it is not required that the Affiliate makes financial expenditures, that the Affiliate purchases a minimum number of services from GlobalFintech Services or that the Affiliate recruits other Affiliates. All that is required is free registration and payment of the agreed service fee (also called Affiliate Packages). In addition, without any obligation to do so, there is the further possibility to recruit other Affiliates for an Affiliate

activity for GlobalFintech Services in order to receive a commission share in their product-related brokerage services. The Affiliate expressly does not receive any commission for the mere recruitment of a new Affiliate or customer. The commission as well as the manner of payment or other fulfillment of the commission claim shall be governed by the compensation plan in effect at that time.

(3) For the commencement and performance of its activities, GlobalFintech Services shall provide the Affiliate with an online back office (including a commission eWallet) together with a replicated website, which enables the Affiliate to have a constantly updated and comprehensive overview of its sales, commissions and customer and downline developments and entitles it to pay out its commission credits.

§ 3 General Requirements for the Conclusion of the Agreement / KYC Verification Procedure

(1) A contract may be concluded with legal entities, partnerships or natural persons who or whose responsible person has reached the age of 18 and are entrepreneurs in accordance with the applicable law and in possession of a business license, if required. A conclusion of contract by consumers is not possible.

(2) If a legal entity or a partnership (GbR, OHG, KG, etc.) submits an affiliate or affiliate application, the corresponding extract from the commercial register on the registration as well as the VAT identification number must be submitted - if available in the case of a partnership. All partners must be at least 18 years of age. The partners are each personally liable to GlobalFintech Services for the conduct of the legal entity.

(3) GlobalFintech Services expressly reserves the right to require proof of age, proof of business license, an extract from the commercial register (only applicable to legal entities or partnerships registered in the commercial register), account verification as well as proof of identity of the applicant or the person acting responsibly in this respect within the scope of a 'KYC procedure' after sending

the contractual partner application of an Affiliate before accepting the contractual application.

(4) Each Affiliate is only entitled to acquire one position in the Compensation Plan, and circumvention of this requirement by registration as a natural person and additionally through a legal person or partnership is prohibited. If an Affiliate registers more than one position in the Compensation Plan in its own name or in the name of a legal entity or partnership registered by it or otherwise directly or indirectly, GlobalFintech Services expressly reserves the right of termination referred to in paragraph (8).

(5) The Affiliate is obligated to complete the Online Affiliate Application completely and properly and to submit it to GlobalFintech Services electronically. In addition, the Affiliate accepts these General Affiliate Terms and Conditions as acknowledged and as part of the contract by separately 'ticking' on the application form. GlobalFintech Services reserves the right to obtain further information from the Affiliate in individual cases.

(6) Any changes to the Affiliate's personal data shall be reported to GlobalFintech Services without undue delay.

(7) GlobalFintech Services reserves the right to reject Affiliate Applications at its sole discretion without any justification. To the extent that online order forms or order forms are used, they shall be deemed to be part of the Agreement.

(8) In the event of a breach of the obligations set forth in paragraphs (1), (2) and (4), GlobalFintech Services is entitled, without prior warning, to terminate the Affiliate Agreement without notice and to claim back any commissions paid out. In addition, GlobalFintech Services expressly reserves the right to assert further claims for damages in this case of termination without notice.

§ 4 Status of the Affiliate as an Entrepreneur

(1) The Affiliate acts as a self-employed and independent contractor. He is neither an employee nor a commercial agent or broker of GlobalFintech Services. There are no sales, acceptance, distribution or other activity obligations. With the exception of

contractual obligations, the Affiliate is not subject to any instructions from GlobalFintech Services and bears the full entrepreneurial risk of its business activities, including the obligation to bear all its business expenses and the obligation to properly pay its employees, if it employs any.

(2) The Affiliate shall set up and operate its business in the sense of a prudent businessman, which includes operating its own offices or a workplace managed in the sense of a prudent businessman.

(3) As an independent contractor, the Affiliate is responsible for complying with the relevant statutory provisions, including tax and social security requirements (e.g. obtaining a VAT identification number, registering its employees with the social security authorities, as well as for obtaining a business license, if required). In this respect, the Affiliate assures to duly pay taxes at its domicile on all commission income earned in the course of its activities for GlobalFintech Services. GlobalFintech Services reserves the right to deduct from the agreed commission the respective amount for taxes and duties or to claim damages or reimbursement of expenses incurred by it due to a breach of the aforementioned requirements, unless the Affiliate is not responsible for the damage or expense. No social security contributions will be paid by GlobalFintech Services on behalf of the Affiliate. The Affiliate is not authorized to make any declarations or enter into any obligations on behalf of GlobalFintech Services.

§ 5 Voluntary contractual revocation instruction

You register with GlobalFintech Services as an entrepreneur and not as a consumer, so that you are not entitled to a statutory right of withdrawal. Nevertheless, GlobalFintech Services grants you the following voluntary two-week contractual right of withdrawal.

Voluntary right of withdrawal

You can revoke your contractual declaration in text form (by letter or e-mail) within two weeks without giving reasons. The period begins with the online transmission of the affiliate application. To meet the

revocation deadline, it is sufficient to send the revocation in time (date of postmark/email).

The revocation should be addressed to GlobalFintech Services Limited, 9000 Varna City, Western Industrial Zone, 16 USTA.

Waiver of the right of withdrawal

A transfer/transfer/provision of services as well as the possibility to act as an Affiliate shall only take place after the expiry of the revocation period. If a transfer/transfer/provision of services or the commencement of the affiliate activity is already requested by the affiliate before the expiry of the revocation period, he hereby expressly waives his right of revocation.

Consequences of revocation:

In the event of an effective revocation of the contractual declaration, the services received by both parties shall be returned and any benefits derived shall be surrendered. If you are unable to return the received performance in whole or in part or only in a deteriorated condition, you may be required to compensate us for the loss in value. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation or the item.

An Affiliate may re-register with GlobalFintech Services after exercising its right of revocation. The prerequisite is that the revocation of the Affiliate took place at least 6 months ago and that the revoking Affiliate has not performed any activities for GlobalFintech Services during this period.

End of the cancellation policy

§ 6 Use of the back office and the Replicate website / service fee

(1) By registering, the Affiliate acquires a free right to use the back office made available to him and, if desired, a paid right to use the replicate website made available to him.

(2) The right to use the Backoffice and the Replicate Website provided to the Affiliate is a simple, non-transferable right of use

related to the specific Backoffice and the specific Replicate Website; the Affiliate shall have no right to modify, edit or otherwise redesign the Backoffice or the Replicate Website, nor shall it have any right to grant sublicenses.

(3) For the use, as well as for the maintenance, administration, support and care of the Replicate Website (but not the Backoffice) GlobalFintech Services charges a non-commissioned service fee.

§ 7 Duties of the Affiliate in the context of advertising and general duties

(1) The Affiliate is obliged to protect its personal passwords and login IDs from access by third parties. The Affiliate is prohibited from infringing the rights of GlobalFintech Services, its Affiliates, associated companies or other third parties, harassing third parties or otherwise violating applicable law in the course of its activities. In particular, the Affiliate is not permitted to make false or misleading statements about GlobalFintech Services Services or GlobalFintech Services's distribution system. In the course of its Affiliate activities, the Affiliate shall only make statements about GlobalFintech Services, the GlobalFintech Services Services and the GlobalFintech Services distribution system in the context of establishing contact, the contents of which comply with the specifications in the GlobalFintech Services advertising and information materials. Furthermore, the sending of unsolicited advertising e-mails, advertising faxes or advertising SMS (spam) is prohibited. Furthermore, the misuse or performance of illegal acts, such as the use of unauthorized or unfair advertising (e.g. misleading statements) is prohibited. Likewise, misuse of GlobalFintech Services or services provided by GlobalFintech Services is prohibited.

(2) It is expressly prohibited for an Affiliate to make payments to GlobalFintech Services on behalf of other Affiliates or customers (prohibition of third-party payments).

(3) The Affiliate is prohibited from violating competition law or otherwise violating applicable law in the course of its activities and

shall comply with the following special advertising guidelines at all times:

Special advertising guidelines

- a) At no point and on no Advertising Media may the Affiliate make or claim untrue, misleading or exaggerated statements about its income or earning potential with GlobalFintech Services. Rather, there is always the obligation to expressly point out to potential Affiliates in the context of initiation discussions that only very few Affiliates can achieve a higher income with their activity for GlobalFintech Services.
- b) Neither the Affiliate nor GlobalFintech Services provide FinTech services (such as participation in forex trading, stock trading, investment, ICO/ITO, cryptocurrency acquisition or exchange, DeFi services or crypto trading) nor advice in any of the aforementioned areas or otherwise in the area of securities, investment or other financial investment brokerage to potential interested parties or customers. Rather, GlobalFintech Services exclusively offers training and education services and the Affiliate must restrict its advertising and sales activities to the area of education. The Affiliate is therefore obligated to comply with the aforementioned requirements in a mandatory and stringent manner and to inform potentially interested parties about this circumstance during the Affiliate activity.
- c) The Affiliate is expressly prohibited from brokering financial investment services (such as forex trading, stock trading, asset management, DeFi services or crypto trading) or other securities or financial investments or comparable services to potential customers or otherwise advertising such services to itself or third parties within the scope of or in connection with its activities for GlobalFintech Services. Furthermore, the Affiliate is expressly prohibited from granting a loan or benefit to potential customers themselves in order to enable them to finance GlobalFintech Services's education services or their ancillary costs in whole or in part.

- d) Sales and marketing actions must not simulate commissions, which are to be understood as 'bounty' or other commission in connection with the mere recruitment of a new Affiliate. No actions shall be taken that create the appearance that the advertised distribution system is an illegal distribution system, namely an illegal progressive pyramid scheme or pyramid scheme or otherwise a fraudulent distribution system. Likewise, it must not be pretended that GlobalFintech Services distributes a financial investment, asset investment, currency investment, or FinTech services, or sells or otherwise distributes Defi, cryptocurrencies or other cryptocurrencies or similar services itself or through third parties.
- e) Affiliate advertising or sales negotiations shall not be directed at minors or persons inexperienced in business and shall under no circumstances take advantage of their age, illness or limited ability to understand in order to induce consumers to conclude a contract. In the case of contacts with so-called socially weak or foreign-language groups of the population, the Affiliate shall show due consideration for their financial capacity and their ability to understand and comprehend the language. Everything is to be refrained from which could induce the members of such groups to place orders that are not appropriate to their circumstances.
- f) No affiliate actions may be taken that are inappropriate, illegal, unsafe, or put undue pressure on the selected consumers.
- g) Affiliate will use only officially authorized by GlobalFintech Services documents when contacting potential.
- h) Potential customers will not be induced to accept services by dubious and/or misleading promises when establishing contact, nor by promises of special benefits if these benefits are linked to future, uncertain successes. The Affiliate will refrain from doing anything that could induce potential customers to accept GlobalFintech Services services merely in order to do the Affiliate a personal favor, to end an unwanted conversation or to enjoy a benefit that is not the subject of the offer or to show gratitude for the granting of such a benefit.

(4) GlobalFintech Services provides its Affiliates with verified marketing materials. The use, production and distribution of own websites (GlobalFintech Services shall provide the Affiliate with replica websites through which the distribution of the Services may take place), sales documents, sales concepts, newspaper or magazine advertisements, own product brochures, video content, television commercials, audio content, the creation of own internet presences, including professional social media business presentations or other independently created sales or advertising materials, as well as the modification of the Replicate Website provided to the Affiliate, is only permitted with the prior express consent of GlobalFintech Services in writing or via email, which shall be at GlobalFintech Services's sole discretion. The relevant request for consent shall be sent via e-mail to support@flybacksolutions.com.

(4a) It is prohibited to operate a website, internet portal, social media presence or any other online application with multiple affiliates.

(4b) In the event that the Affiliate promotes GlobalFintech Services's services in other internet media, such as social networks (e.g. Facebook, YouTube, Twitter or Instagram), online blogs or chat rooms (e.g. WhatsApp or Snapchat), he/she must always use only the official GlobalFintech Services promotional statements, must identify himself/herself in a readily recognizable manner by his/her full name (anonymous postings or postings made under a pseudonym are prohibited), and must not at any point make untrue or misleading statements about his/her income or earning potential with GlobalFintech Services or advertise employment with GlobalFintech Services as an employee or the like, likewise, he/she may only conduct social media advertising on an incidental and ancillary basis within the context of his/her own private social media channels and may not create professional social media business presences without the prior express consent of GlobalFintech Services, to be provided in writing or via email. The corresponding request for consent shall be sent via e-mail to support@flybacksolutions.com. A distribution of the services may only take place via the official replicate website of the Affiliate. The

Affiliate is obliged to include a corresponding link to the Replicate website in its social media presence and/or channel.

(4c) Affiliates may not use online classifieds (including Craigslist) to promote and/or distribute GlobalFintech Services's services. However, online classifieds (including Craigslist) may be used to allow Affiliates to introduce themselves as an 'independent GlobalFintech Services Affiliate'.

(4d) Affiliates may place banner advertisements on a website provided they use the templates and images reviewed and approved by GlobalFintech Services and comply with contractual and legal requirements (including, without limitation, the prohibition of untrue or misleading statements of income). All banner ads must be linked to the Affiliate's replicate website.

(4e) Sponsored links or pay-per-click (PPC) ads are permitted. The target URL must lead to the affiliate's replica website. The displayed URL must also lead to the affiliate's replica website. No content may be used that is contrary to the contract, misleading or otherwise illegal.

(5) The Contact Uses of GlobalFintech Services's Services may be revocably presented face-to-face, at home parties or events, online home parties, webinars or other online presentations by Affiliates, to the extent permitted by applicable law.

(6) The contact options for the use of the services of GlobalFintech Services may not be offered at auctions, public and private flea markets, swap meets, department stores, internet stores, internet markets such as eBay, Amazon or on comparable sales places.

(7) The Affiliate is obligated to identify itself in its business dealings as SELF-INFINITY-AFFILIATE. Social Media appearances, homepages, stationery, business cards, car lettering as well as advertisements, advertising documents and the like must show the addition 'SELF-INFINITY-AFFILIATE' and/or 'SELF-INFINITY-AFFILIATE'.

(8) All travel costs, expenses, office costs, telephone costs or other expenses for advertising materials shall be borne by the Affiliate itself.

(9) In the course of business, the Affiliate is not entitled to name brands of competing companies negatively, disparagingly or unlawfully or to judge other companies negatively or disparagingly.

(10) All presentation, advertising, training and video/film materials etc. (including photographs) as well as the Education Offerings and Tools, GlobalFintech Services Services and other self-developed services of GlobalFintech Services are protected by copyright. They may not be reproduced, disseminated, made publicly available or edited, either in whole or in part, by the Affiliate without the express written consent of GlobalFintech Services beyond the contractually granted right of use. In particular, the distribution, duplication and publication of the (digital) training and advertising documents (e.g. by uploading them to YouTube or other internet media) is prohibited, as is the modification or editing of these documents.

(11) The use (or modification) of the trademark GlobalFintech Services together with the associated logo, the registered trademarks, product designations, work titles and business designations of GlobalFintech Services is also not permitted beyond the expressly provided advertising materials and other official GlobalFintech Services documents. Furthermore, it is prohibited to register own trademarks, work titles, internet domains or other property rights which contain the trademark GlobalFintech Services together with the associated logo or registered trademarks, product designations, work titles or business designations of GlobalFintech Services. The foregoing shall also apply to trademarks, marks or work titles to which GlobalFintech Services has an exclusive right of use. The aforementioned prohibition in paragraph (11) shall apply to identical as well as similar signs. Likewise prohibited is the relabeling of virtual services of GlobalFintech Services.

(12) The Affiliate is not permitted to respond to Press Inquiries about GlobalFintech Services's Services, the GlobalFintech Services Marketing Plan or any other GlobalFintech Services Services. The Affiliate is obliged to immediately send all press

inquiries to GlobalFintech Services to the email support@flybacksolutions.comweiterzuleiten. The Affiliate shall not otherwise make any public statements (e.g. television, radio, internet forums) about GlobalFintech Services, the GlobalFintech Services Services or the GlobalFintech Services Marketing System without the prior consent of GlobalFintech Services by e-mail or in writing.

(13) Customer inquiries or complaints of any kind regarding GlobalFintech Services's performance, service or compensation system shall be promptly forwarded to GlobalFintech Services at the email address support@flybacksolutions.com.

(14) The Affiliate is always prohibited from selling or otherwise distributing its own training, marketing and/or sales materials to other Affiliates of GlobalFintech Services.

(15) The Affiliate may only advertise services for GlobalFintech Services contact opportunities or attract new Affiliates in such states that have been officially opened by GlobalFintech Services.

§ 8 No non-competition / non-solicitation / sale of third-party services

(1) The affiliate is prohibited from distributing services and/or performances for other companies, including network marketing companies, if they are in competition with GlobalFintech Services.

(2) Notwithstanding paragraph (1), Affiliate is prohibited from; soliciting other GlobalFintech Services Affiliate for the distribution of other services and/or businesses.

(3) The Affiliate is also prohibited from violating other affiliates or other distribution agreements that it has concluded with other companies and whose clauses are still effective by concluding an affiliate agreement.

(4) To the extent that the Affiliate is simultaneously active for other competitors, other companies or network, online marketing or other direct marketing companies, the Affiliate undertakes to arrange the respective activity (together with its respective Downline) in such a

way that no connection or mixing with its activity for the other company occurs. In particular, the Affiliate may not offer Services and/or Services other than GlobalFintech Services at the same time at the same place or in the immediate vicinity or on the same website, Facebook page, other social media platform, chat room or internet platform, unless GlobalFintech Services has expressly approved this, for example because there is an official cooperation between GlobalFintech Services and such company.

§ 9 Secrecy

The Affiliate has to keep absolute silence about trade secrets of GlobalFintech Services and about its structure. Trade secrets include, in particular, customer and Affiliate data as well as information regarding downline activities and the information contained therein. This obligation continues after termination of this Affiliate Agreement.

§ 10 Affiliate Protection / Crossline Sponsoring / Bonus Manipulation

(1) Any active Affiliate who acquires a new Affiliate or Customer for the first time to act as an Affiliate for GlobalFintech Services shall be assigned the new Affiliate into its structure in accordance with the Marketing Plan and the placement requirements regulated therein(Affiliate Protection) or the Customer (Customer Protection). As a rule, the new Affiliate or Customer must be acquired and placed through its own referral link, and the date and time of GlobalFintech Services's receipt of the new Affiliate's registration application or Customer order shall apply to the assignment. To the extent that two Affiliates claim the same Affiliate or Customer as 'newly' sponsored or acquired, GlobalFintech Services will only consider the Sponsor named in the initial registration or initial Customer order.

(2) GlobalFintech Services is entitled to delete the Account and thus all personal data, including the Affiliate's email address, from the system if promotional mailings, cover letters or emails with the notations 'moved', 'deceased', 'not accepted', 'unknown' or similar

are returned and the Affiliate does not correct the incorrect data within a period of 30 days.

(3) Furthermore, crossline sponsorship and any attempt thereof within the Company is prohibited. Crossline sponsoring means acquiring a person or company that is already an affiliate of GlobalFintech Services in another sales line or has had an affiliate contract within the last 6 months. It is also prohibited to use the name of a spouse, relative, trade name, corporation, partnership, trust, or other third party to circumvent this provision.

(4) Bonus manipulations are prohibited. This includes in particular the sponsoring of affiliates who do not actually carry out the GlobalFintech Services business (so-called straw men), as well as open or disguised multiple registrations. It is also prohibited to use the name of the spouse, relatives, persons of the same household, trade names, corporations, partnerships, trusts or other third parties to circumvent this provision. It is also prohibited to induce third parties to purchase benefits in order to achieve a better position in the compensation plan or to otherwise induce bonus manipulation.

(5) The Affiliate shall not be entitled to any territorial protection.

§ 11 Warning, Contractual Penalty, Compensation, Indemnity

(1) In the event of a first breach of the Affiliate's and/or Affiliate's obligations set forth in § 7, GlobalFintech Services shall issue a written warning setting a deadline of 10 days to remedy the breach. The Affiliate undertakes to reimburse the warning costs, in particular the legal fees incurred for the warning.

(2) Express reference is made to § 16 paragraph (3) according to which GlobalFintech Services is entitled to extraordinary termination without prior warning in the event of a breach of the duties set forth in § 8, 9 and 10 (3) and (4) as well as in the event of a particularly serious breach of the duties set forth in § 7, other applicable contractual or statutory law. Notwithstanding the immediate extraordinary termination right provided for in § 16 paragraph (3), GlobalFintech Services shall have the right in individual cases upon occurrence of one of the aforementioned breaches of duty to issue

a warning within the meaning of paragraph (1), also with a shortened cure period, at its own free discretion before issuing the extraordinary termination.

(3) In the event that the same or a similar infringement occurs again after the expiry of the time limit for remedy set by the warning, or if the infringement originally warned about is not remedied, a contractual penalty at the discretion of GlobalFintech Services, to be reviewed by the competent court, shall become due immediately. For the assertion of the contractual penalty, further legal fees will be incurred, which the Affiliate is obliged to reimburse, which is expressly pointed out already now.

(4) The Affiliate shall also be liable, notwithstanding the forfeited contractual penalty, for all damages incurred by GlobalFintech Services as a result of a breach of duty within the meaning of §§ 7 - 9 and § 10 paragraphs 3 and 4, unless the Affiliate is not responsible for the breach of duty.

(5) The Affiliate releases GlobalFintech Services from liability in the event of a claim by a third party due to a breach of one of the obligations set forth in §§ 7 - 9 and § 10 paragraphs 3 and 4 or any other breach of applicable law by the Affiliate, upon GlobalFintech Services's first request. In particular, the Affiliate undertakes to this extent to bear all costs, in particular attorneys' fees, court costs and costs for damages incurred by GlobalFintech Services in this connection.

§ 12 Adjustment of prices

GlobalFintech Services reserves the right, in particular with regard to changes in the market situation and/or sales structure, to change the prices to be paid by the Affiliate, if any, or the commission shares allocated to the Services, the compensation plan or user fees at the beginning of a new billing period, in particular to increase prices or adjust commissions to market conditions.

GlobalFintech Services shall notify the Affiliate of the change within a reasonable period of time prior to the change. Increases in prices by more than 5% or changes to the compensation plan at the Affiliate's expense by more than 5% shall give the Affiliate the right

to object to the change. If he does not object to the changed conditions within one month after notification, these conditions become part of the contract. Changes known at the time of the conclusion of the affiliate contract are not subject to notification and do not give rise to a right of objection on the part of the affiliate. In the event of an objection, GlobalFintech Services shall be entitled to terminate the agreement at the time when the amended or supplementary terms and conditions are to enter into force.

§ 13 Advertising media, benefits, data processing

All free advertising materials and other benefits from GlobalFintech Services can be revoked at any time with effect for the future.

§ 14 Terms of commission

(1) As remuneration for a successful product-related referral, the Affiliate shall receive a commission upon attainment of the required qualifications, which, including the respective qualification requirement, result from the remuneration plan, which the Affiliate can access in its back office. The details of the payment options can be found in the compensation plan (available in the back office). With the payment of the remuneration all costs of the Affiliate for the maintenance and execution of his/her business, as far as they are not separately contractually agreed, are covered.

(2) A successful brokerage within the meaning of paragraph (1) is only deemed to exist if a product-related contract is subsequently concluded between a client and GlobalFintech Services. In particular, a claim for commission does not arise or expires retroactively if

- a.) the customer makes use of his right of withdrawal,
- b.) the contract is legally contested by the customer,
- c.) the customer order has come into existence unlawfully,
- d.) GlobalFintech Services refuses to accept the contract,
- e.) incorrect incomplete customer orders are submitted.

Furthermore, in cases of fraudulent product referral, either through fraudulent or abusive actions by the Affiliate or the customer, no commission claim will arise.

Should an already concluded customer contract, according to paragraph (2) or other reasons, be invalid and/or be reversed, commissions already paid shall be refunded.

(3) GlobalFintech Services reserves the right to request the Affiliate to provide proof of its identity, address and business registration (e.g. submission of trade license) prior to the first payment of commissions. The proof of business, identity and address may, at GlobalFintech Services's option, be provided in the form of a copy of the business license and the identity card or passport, if applicable, in connection with a current electricity, gas, water or other consumption bill or another proof of registration (not older than one month) by the specified electronic means and shall be provided without undue delay, at the latest within 2 weeks after the request. In the case of legal entities or partnerships or registered traders, proof of identification of the responsible person (e.g. managing director or personally liable partner) and - if an entry has been made in the commercial register - a copy of the current extract from the commercial register (not older than one month) must be submitted. Furthermore, the Affiliate must disclose her/his bank details before the first payment of commissions.

(4) The Affiliate will initially be registered with GlobalFintech Services as a small trader. He will inform GlobalFintech Services without undue delay by providing his VAT identification number as soon as he opts for the payment of sales tax (value added tax) in the course of his commercial activities or exceeds the small business limits.

(5) The contracting parties agree that no claims for a higher commission than the one on which this contract is based exist or can be asserted. The commission shall cover all claims of the Affiliate, in particular all travel expenses, out-of-pocket expenses, office costs, telephone costs or other expenses, as well as all other costs incurred in connection with the performance of the Agreement. With the payment of the remuneration according to

paragraph (1) all services of the Affiliate are furthermore settled, in particular also for the production and maintenance of the customer base, as well as the resulting future market potential and exist in the sense of an advance payment for this, so that in case of termination of the agreement, by whichever party and for whatever reason, no severance payments and/or compensation claims for whatever legal reason are to be made by GlobalFintech Services.

(6) GlobalFintech Services is entitled to set off claims and/or claims for repayment to which GlobalFintech Services is entitled against the Affiliate against the Affiliate's commission claims in whole or in part. Assignments and pledges of the Affiliate's claims under this Agreement are excluded unless mandatory law provides otherwise. The encumbrance of the contract with the rights of third parties is not permitted, insofar as this does not conflict with mandatory law.

(7) All payments made by GlobalFintech Services to the Affiliate shall be deemed net payments. The Affiliate shall review the statements issued as soon as possible and notify GlobalFintech Services of any objections without undue delay. GlobalFintech Services shall be notified in writing of any erroneous commissions within 60 days of the erroneous payment. After such time, the commissions shall be deemed approved.

(8) Commissions of the Affiliate will be credited weekly (Pool Commissions) or monthly (Unilevel Commissions, Binary Commissions and Matching Commissions) to the credit balance eWallet of the Backoffice in accordance with the Compensation Plan. The remuneration will be paid out in accordance with the GlobalFintech Services payout modalities at the explicit request of the Affiliate via the available payment providers, which can be viewed in the back office.

(9) The Affiliate shall review the issued statements as soon as possible and notify GlobalFintech Services in writing of any objections within 60 days from the date of the incorrect payment. After such time, the commissions, bonuses or other payment shall be deemed approved.

(10) GlobalFintech Services reserves the right to pass on the transaction fees charged by the payment provider for a transaction directly to the Affiliate in the course of the distribution.

§ 15 Blocking of the Affiliate

(1) In the event that the Affiliate does not comply with the requirements of § 14 paragraph (3) or otherwise does not provide the required evidence within 14 days after request by GlobalFintech Services, e.g. in the context of the account verification, the KYC procedure or the purchase of Services, GlobalFintech Services is entitled to temporarily block the Affiliate and/or Affiliate until the requested evidence is provided. The period of a block does not entitle the Affiliate to extraordinary termination and likewise does not cause a refund of the already paid Services or a claim for damages, unless the Affiliate is not responsible for the block.

(2) Commission claims which cannot be paid out due to the aforementioned reasons shall be booked as provisions within GlobalFintech Services and shall expire at the latest within the statutory limitation periods.

(3) For each case of reminder GlobalFintech Services is entitled to compensation of the costs necessary for this reminder.

(4) Irrespective of the reasons for blocking set forth in paragraph (1), GlobalFintech Services reserves the right to block access for good cause. In particular, GlobalFintech Services reserves the right to block the Affiliate's and/or Affiliates' access without notice if the Affiliate breaches the obligations set forth in §§ 7 - 9 and § 10 paragraphs (3) and (4), or any other applicable law, or otherwise for good cause. Unless there is an immediate reason for termination and GlobalFintech Services sends a warning to the Affiliate pursuant to §11 (1), the blocking will be lifted again if the Affiliate remedies the respective breach of duty in response to GlobalFintech Services's warning within the set period.

§ 16 Duration and termination of the contract and consequences of termination / right of return

(1) The Affiliate Agreement shall always be agreed for the duration of the agreed service fee performance period (included in the Affiliate Package), which is also the contractual term of this Agreement - i.e. for one, three, six, thirteen or twenty-seven months, depending on the agreement - and shall end, without requiring separate termination, at the end of the respective agreed service fee performance period. The Affiliate Agreement may always be extended by payment of a new Service Fee (included in the Affiliate Package) until the end of the term of the previous Service Fee Performance Period and shall then run again for the respective agreed duration.

(2) Notwithstanding the reason for termination in paragraph (1), GlobalFintech Services reserves the right to terminate the agreement for good cause. Good cause shall in particular be deemed to exist in the event of a breach of any of the obligations set forth in § 7, if the Affiliate fails to comply with its obligation to remedy such breach within the time limit set forth in § 11 paragraph (1) or if, after the remedy of the breach, the same or a comparable breach occurs again at a later point in time. In case of a breach of the obligations set forth in § 8, 9 and 10 (3) and (4) as well as in case of a particularly serious breach of the obligations set forth in § 7 or any other applicable contractual or statutory law, GlobalFintech Services is entitled to terminate the agreement without notice. Likewise, there is an extraordinary ground for termination if the Affiliate fails to comply with the provisions of § 14 (2) and (3) and, even after a blocking in accordance with § 16 (1) and a final deadline for compliance with the provisions, fails to comply with such deadline. Furthermore, either party shall be entitled to extraordinary termination if insolvency proceedings have been instituted against the other party, or such proceedings have been dismissed for lack of assets, or the other party is otherwise insolvent, or has made an affidavit of insolvency in the course of execution proceedings. The right to extraordinary termination shall exist without prejudice to further claims.

(3) In the event of premature termination of a contract with a minimum term, there shall be no entitlement to a refund of

payments made for services, unless the Affiliate has terminated the contract extraordinarily for good cause.

(4) An Affiliate may re-register with GlobalFintech Services after an ordinary termination of its old position by another Sponsor to the exclusion of any claim for restoration of its previous Affiliate or Customer structure. This is subject to the condition that the ordinary termination and the confirmation of the termination by GlobalFintech Services for the Affiliate's old position have occurred at least 6 months ago and that the terminating Affiliate has not performed any activities for GlobalFintech Services during this period.

(5) Upon termination of the Agreement, the Affiliate shall have no right to commission, and in particular no claim to commercial agent compensation, as the Affiliate is not a commercial agent within the meaning of the German Commercial Code.

(6) If an Affiliate simultaneously claims other services from GlobalFintech Services which are independent of the Affiliate Agreement, such services shall remain in force unaffected by the termination of the Affiliate Agreement, unless the Affiliate explicitly requests their termination together with the termination and such termination is permissible. If the Affiliate continues to receive Services from GlobalFintech Services after the termination of the Agreement, the Affiliate will be treated as a normal customer.

(7) Cancellations must always be made in writing or via e-mail.

§ 17 Disclaimer

(1) GlobalFintech Services shall only be liable for damages other than those resulting from injury to life, body and health to the extent that such damage is based on intentional or grossly negligent conduct or on culpable breach of a fundamental contractual obligation by GlobalFintech Services, its employees or vicarious agents. This also applies to damages resulting from the breach of obligations during contractual negotiations as well as from the performance of tortious acts. Any further liability for damages is excluded.

(2) Except in the case of injury to life, body and health or intentional or grossly negligent conduct of GlobalFintech Services or its employees or vicarious agents, liability shall be limited to the damages typically foreseeable at the time of the conclusion of the contract and otherwise to the amount of the average damages typical for the contract. This shall also apply to indirect damages, in particular loss of profit.

(3) GlobalFintech Services shall not be liable for any damages whatsoever resulting from loss of data on the servers, except in case of gross negligence or intentional fault of GlobalFintech Services or its employees or vicarious agents. Stored content of the Affiliate is third party information for GlobalFintech Services within the meaning of applicable telemedia or other law.

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

(1) GlobalFintech Services may at any time transfer its contractual position in whole or in part to a successor company which shall continue the business which is the subject of this Agreement in the same manner and shall assume the existing rights and obligations in full.

(2) If a new legal entity or partnership registered as an Affiliate wishes to admit a new Partner, this is possible provided that the previous Partner(s) who applied for the contractual partnership also remain Partners. If a Partner who is an Affiliate of the registered legal entity or partnership wishes to withdraw or transfer its shares to a third party, this action is permitted upon corresponding written application, if applicable, upon presentation of the corresponding notarial deeds and in accordance with the provisions of this Agreement, subject to the provisions of § 3 paragraph (2) of the General Affiliate Terms and Conditions. GlobalFintech Services shall charge an administrative fee of € 25.00 for processing the aforementioned application. If this requirement is not complied with, GlobalFintech Services reserves the right to terminate the

agreement of the legal entity or partnership registered as Affiliate for cause.

(3) The Distributor shall be entitled to transfer its distribution structure for at least 365 consecutive days after the conclusion of an Executive Agreement and the continuation of the Executive Agreement in accordance with the provisions of the Executive Agreement.

(4) The sales partner contract shall end at the latest upon the death of the sales partner. Inheritance of the distribution structure after conclusion of an executive contract and continuation of the executive contract for at least 365 consecutive days prior to the occurrence of the event of inheritance is possible in accordance with the provisions of the executive contract.

(5) In the event that an Affiliate wishes to carry out its activities in the future under a different name, through a corporation, partnership, as a married couple, as a registered civil partnership or for other reasons, this is only possible upon application, whereby GlobalFintech Services is entitled to reject the application at its sole discretion.

§ 19 Separation / Dissolution

In the event that an Affiliate registered as a legal entity or as a partnership terminates its partnership internally, only one Affiliate position shall remain after the separation, dissolution or other termination of the aforementioned partnership. The separating Member(s)/Affiliate(s) shall agree internally by which Member(s)/Affiliate(s) the contractual relationship shall be continued and shall notify GlobalFintech Services thereof in writing or via e-mail. In the event of an internal dispute regarding the consequences of separation, divorce, dissolution, or other termination with respect to this contractual relationship, GlobalFintech Services reserves the right of extraordinary termination if such dispute results in a neglect of the Affiliate's duties, a breach of these General Affiliate Terms and Conditions, a violation of applicable law or an unreasonable burden on the downline or upline.

§ 20 Inclusion of the compensation plan

(1) The Compensation Plan and the specifications contained therein are expressly part of the Affiliate Agreement. The Affiliate must always comply with these requirements in accordance with the currently valid version.

(2) By sending the online application to GlobalFintech Services, the Affiliate simultaneously affirms that it has taken note of the compensation plan and accepts these documents as part of the contract.

§ 21 Consent to the use of photographic and audiovisual material

The Affiliate grants GlobalFintech Services, free of charge, the right to capture and/or perform photographic and/or audio-visual material with its likeness, voice recordings or statements and quotes from it within the scope of its function as Affiliate. In this respect, by sending the Affiliate Application and taking note of these General Affiliate Terms and Conditions, the Affiliate expressly consents to the publication, use, reproduction and modification of his quotes, recordings or recordings. The Affiliate has the right to revoke the aforementioned consent.

§ 22 Data protection

GlobalFintech Services collects and uses the data voluntarily submitted by you only within the scope of the legal provisions. The detailed provisions on data protection can be found in our privacy policy.

§ 23 Limitation

Claims arising from this contractual relationship shall become statute-barred 12 months after the date on which the claim in question is due and the claimant is aware of the circumstances giving rise to his claim, or if his ignorance of these circumstances is due to gross negligence. This shall be without prejudice to any statutory provisions that mandatorily provide for a longer limitation period.

§ 24 Applicable law/court of jurisdiction

(1) The law of the registered office of GlobalFintech Services shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the state in which the Affiliate has its habitual residence shall remain unaffected.

(2) The place of jurisdiction and the place of performance shall be the registered office of GlobalFintech Services, unless otherwise provided by mandatory law.

§ 25 Final provisions

(1) GlobalFintech Services is entitled to amend this Agreement, these General Affiliate Terms and/or the Compensation Plan if this is necessary for economic reasons or legal changes. GlobalFintech Services will announce any changes with a notice period of 30 days prior to the effective date of the change, specifying the future change of the contract via email or in the Affiliate's back office. The Affiliate has the right to object to the amendment or to terminate the agreement in text form without notice as of the effective date of the amendment. In the event of an objection, GlobalFintech Services shall be entitled to terminate the Agreement. Unless the Affiliate terminates the agreement or objects to the amendment by the effective date of the amendment, the amendments shall become effective as of the date specified in the notice of amendment. GlobalFintech Services is obliged to inform the Affiliate of the significance of its silence in the notice of change.

(2) In all other respects, any amendments or supplements to these General Affiliate Terms and Conditions must be made in writing. This shall also apply to the waiver of the written form requirement.

(3) If a clause of these General Affiliate Terms and Conditions is invalid or incomplete, the entire agreement shall not be invalid. Rather, the invalid clause shall be replaced by a clause that is valid and comes closest in economic terms to the meaning of the invalid clause. The same shall apply in the event of the closure of a loophole requiring regulation.

Status of the General Affiliate Terms: 15.11.2024