

## General terms and conditions

Applicable for the distribution of the product "Network-Butler" of Future Factory GmbH.  
(short "Future Factory")

1 "Network Butler" is a registered trademark of Future Factory GmbH.

2. With the application the applicant is classified depending on registration: Either as a customer or with ordering a business package as a distribution partner.

2.a The customer and the distribution partner have the right to use the software package "Network-Butler" on his computer and on his mobile phone (as an app).

2.b In addition to using the software, the distribution has the non-exclusive right (a) to distribute the Network Butler product range as an authorized dealer, (b) to promote the products and activities of the Network Butler sales organization as a freelance sales representative on a part-time basis.

The Distributor understands that its revenue and all other results of its operations will depend on the sales results it achieves and the results of its promotion of the product and activities of the Network Butler sales organization.

Future Factory has the right to change or amend certain rules in this agreement or in the Network Butler Rules and Procedures or in the Network Butler Compensation Plan in order to protect the common interests of the parties to the agreement in the continued existence of the company and its distribution system or to protect the economic interests of the entire Network Butler System. Future Factory will notify the distributor in writing or by email in a timely manner, indicating the effective date of the new terms and conditions communicated in this manner. The changes take effect, if he does not contradict within one month after receipt of the notification letter in writing. In the event that an agreement is not reached, Future Factory and the distributor will terminate the contractual relationship at the next possible termination date.

3.a Future Factory has the right to change the amount of ongoing monthly fees for software licenses or other additional services at its sole discretion. Such a change must be announced in each case 2 months before coming into effect by email. If this change exceeds an increase of more than 10 percentage points according to the Austrian Consumer Price Index 2010, the customer or sales partner is entitled to an extraordinary right of termination with the increase taking effect.

4.a The remuneration of the services provided by the sales partner shall be based on the applicable and published compensation plan (see Item 2).

4.b The distributor is an independent distributor. The contract does not constitute a franchise agreement and does not constitute an employment relationship. Nor does it establish a corporate or joint venture legal relationship. The distributor has no obligation to act as a distributor, can schedule his working hours himself and is not bound by instructions regarding his activities. The distributor has the right to be represented by third parties for his activities or to use vicarious agents. The distributor has no right or authority to enter into any obligation for Future Factory or to make any representation or warranty of any kind with respect to Future Factory. The distributor will, on its own responsibility, file the tax returns required by law for its Future Factory operations and pay the applicable taxes. The distributor, as an independent trader, will also (a) comply with the laws and regulations applicable to its

business and (b) register, at its own expense, its business as a Future Factory distributor and agent with the appropriate local authority and comply with any applicable requirements.

5. Any oral or written statement made by the distributor as an independent distributor with respect to the Future Factory product line and the Future Factory business opportunity must strictly follow the information provided by Future Factory in, for example, its current Distributor and Promotion Literature in accordance with the 'Guidelines for Distributors'. The distributor shall be liable for all statements made by the distributor that differ from the information provided by Future Factory and shall indemnify Future Factory against all losses, damages, claims, and costs, including any legal fees, costs of litigation, and penalties, arising out of any such unauthorized statements by the Reseller.

6. Acceptance: The Agreement will be effective upon Future Factory's acceptance of the application and will remain in effect until terminated in accordance with the terms of the agreement. Acceptance or rejection of the request is at the discretion of the company. The member is informed of the acceptance by the allocation of a license code and a sponsor partner number.

## 7. Termination

7.a The Agreement may be terminated in writing by the distributor at the end of each quarter by giving not less than thirty (30) days notice.

7.b Future Factory may, at its sole discretion, terminate this agreement in writing in the event of a breach of any of the standards set forth in these Terms and Conditions or in the "Distributor Guidelines" which are important to Future Factory's cooperation. This cancellation will be sent in writing and additionally by email to the address provided by Future Factory and is effective within 30 days of delivery to the post office.

7.c Future Factory may terminate this agreement upon thirty (30) days' written notice if Future Factory ceases to market Future Factory products and services through Network Marketing. In this case, there shall be no right to repayment of any signup fees paid or to payment of any other shares.

7.d In the event of the death of a customer or distribution partner, this contract shall end if it is not taken over by an heir. The contract is paused until the successful takeover, during which time no amounts are charged, but there is also no entitlement to commission.

7.e Any future commission claim of the distributor shall expire as of the effective date of the termination of the contract. However, if the sales partner cancels the business packages, outstanding installments must be paid in full (see point 12).

Registration with these Terms and Conditions, the Distributor Guidelines, and the Compensation Plan, as amended, constitutes the entire agreement between the Distributor and Future Factory. No additional promises, declarations, warranties or agreements of any kind are valid unless made in writing and are attributable to Future Factory GmbH. Any amendment or supplement to one or more of the clauses of these General Terms and Conditions, the Guidelines or the Compensation Plan must be in writing in order to be effective.

(9) If Future Factory does not exercise, or does not exercise in a timely manner, any right of the company or its distributor under this agreement, that shall not be deemed a waiver of that right.

A letter of termination or any other written communication relating to or relating to the agreement must be delivered to Future Factory or the distributor either personally or in writing by post to the address in the Legal Notice or such other address as may be provided by the party to the agreement.

11 Additional fees: The following additional fees will be charged for additional bureaucratic activities:

- a) Incorrect direct debit/debit reversal: 14,- Euro
- b) Subsequent change of sponsor allocation: 25,- Euro
- c) Change from immediate payment to installment payment for business packages: 50,- Euro

12 Installments for business packages:

- a) The instalments are only a deferment of the entrance fee that is due in full when the order is placed. They are not a subscription.
- b) In case of premature payment of an instalment agreement, the open instalments must be paid and NOT the difference between the paid instalments and the original price of the business package.
- c) In the event of premature termination by the sales partner before all instalments have been paid, the outstanding instalments shall nevertheless be paid in full.

13 Liability: Liability of Future Factory GmbH for damages or consequential damages due to loss, damage or destruction of data or data integrity in the area of the customer or distributor is completely excluded. No specific availability of the software or services is guaranteed. In addition, Future Factory GmbH shall only be liable for damages to the extent that its intent or gross negligence can be proven and only within the scope of the legal regulations.

14 Should one of the regulations of this contract be or become invalid or inadmissible, this shall not affect the enforceability of the remaining contract. However, the parties are obliged to cooperate immediately to agree on another regulation which replaces the invalid or inadmissible regulation and fulfils the purpose of the original regulation as far as possible.

15 Austrian law shall apply to the regulations and clauses of the contract as well as to any dispute relating thereto. Place of jurisdiction is Graz.

### **Guidelines for Sales Partners**

Applicable for the distribution of the product "Network-Butler" of Future Factory GmbH.

These guidelines are subject to change at Future Factory GmbH's discretion.

#### 1. ethics principles

- a) When promoting the Network Butler, the reseller shall not use any method or strategy that may present the Network Butler in a negative light.
- b) The distributor shall apply ethical, legal and ethical principles in its personal and business dealings and shall not be guilty of any deception or illegal practice.
- c) The distributor will fulfil the obligations it has entered into towards its customers and other members.
- d) The distributor must demonstrate the earning potential to interested parties, but not overemphasise the earning potential. The distributor may not make any inappropriate, misleading or other misrepresentation of the opportunity to earn. Guarantees or expectations of merit of any kind are

prohibited, as is the disclosure or display of commission credits (including copies) or similar evidence.  
e) The distributor must truthfully represent the products and not make any product claims that are not contained in and supported by official company publications.

## 2. support of partners

a) The distributor must make a serious effort to provide real support and training to the recruited distributors and their teams on an ongoing basis.

This includes

+ the consequent introduction into the system with the “success conversation”.

+ Continuous support of his/her organisation through regular contacts, communication, encouragement and assistance, including the provision of information and training to the distributors sponsored by him/her in connection with the legal and other rules to be observed.

## 3. Territory

a) The Distributor is entitled to conduct business within the European Union and in all other countries which are generally identified by the company management through an official announcement to the distributors. A distribution in other countries requires the individual approval of the company management.

b) Management may define its own licensing costs and remuneration plans for each country, which are binding on customers and distributors.

c) The rules of the country in which the customer's main place of residence is at the time of application shall apply to each customer and distributor. A subsequent change of this country is only possible with the express written consent of the company management.

d) The remuneration (percentages) for worldwide sales of the own downline is based on the remuneration plan of the distribution partner's home country and not that of the countries of the individual customers. However, revenue shall be calculated on the basis of the actual payments of the customer.

e) For conversions between currencies, a reference rate calculated monthly by management shall be used, which may differ from official rates due to currency fluctuations, currency risk and exchange charges.

## 4. Changes of master data or the account

a) Changes to name, address, other contact information, bank details or tax number must be sent by email to support@network-butler.at In the case of bank details, this must be done at least 14 days before the invoice due date (in each case the 5th day of the month).

## 5. Reporting unethical behavior:

a) Complaints should generally be addressed to and dealt with by the leaders of the distribution partner concerned.

b) A distributor who has a complaint about another distributor or who is aware of any disregard of policies and procedures by another distributor should make such a complaint in writing or by e-mail to management. The complaint should include the following information: The distributor who committed the violation, a written description of the violation, and supporting documentation (if available) such as an email sent by the distributor, screenshots,..

## 6. No renunciation of the enforcement of the agreement:

Management's failure to enforce any of these policies and procedures against a distributor shall not constitute a waiver by management of the right to enforce any such regulations against the same distributor or any other distributor.

#### 8. Advertising and product presentation

(a) Distributors shall not impersonate any representative, employee or signatory of the company. The only correct terms are "Independent Distributor" or "Distributor".

(b) Self-produced promotional items:

Sales partners can produce promotional items for their own use at their own cost. However, any design specifications of the company management must be taken into consideration. Logos and the brand "Network-Butler" may only be used in the form specified by the company management.

Sales partners are prohibited from producing promotional items for resale without the express written permission of the company management.

Any promotional material (other than clothing and promotional material which is unsuitable for this marking because of its size or nature) must be clearly marked with the words "independent distributor".

Social networks (Facebook etc.)

An application of the Network-Butler on a social platform with the logo "Network-Butler" is only permitted if these graphics have been provided by the company management or have been expressly approved by the company management.

Search engines

Paid search engine advertising with the term "network butler" in the keywords or in the ad text is prohibited.

Mass media advertising

The distributor is not allowed to advertise the Network Butler via paid advertisements in mass media such as TV, cable TV, radio, newspapers or magazines.

Excluded from this are classified ads (pure text ads) which do not use the term "network butler".

Email

Any Distributor who markets the Network Butler via email must comply with all applicable electronic advertising laws.

Phone calls

Any distributor who markets the Network Butler through telephone calls must comply with all applicable telemarketing laws.

Homepages / Landingpages

Distributors may market the Network Butler via their own websites or landing pages if the following principles are adhered to:

1. only contents may be used, which is expressly contained in official materials or on the official homepage. Other contents require the written consent.
2. Logos, graphics, videos and sound recordings provided by the management or on the Network Butler's website or in official advertising material may only be used in their original form.
3. Forms that simulate a "login" or similar process to the Network Butler system are prohibited.

Forms for the collection of contact data of potential prospective customers and for the registration to own newsletters or for the download of information and courses are permitted. (collection of interested parties, funnel systems)

4. All websites or landing pages that primarily advertise the Network Butler do not have to be approved individually by the company management, but have to be reported to the company management by email at the latest at the time of the online launch.

This does not apply to simple links (also with logo) or short descriptions with links on the official homepages of distribution partners.

5. The registration of domain names or the creation of groups and accounts in social networks that include the term "network butler", "network butler" or a similar combination of words or the term "butler" is strictly prohibited for distributors and will result in immediate exclusion from the system.
6. The company management can prohibit the use and advertising of the Network Butler on the websites of the sales partner in individual cases without justification.

#### Events

Sales partners may organise events to advertise. Events that primarily involve the network butler with more than 100 participants must be reported to the company management by email and must be approved by the company management.

Liability for these events shall be assumed by the sales partner.

For this purpose, an organiser's liability insurance policy must be taken out.

#### Records

Distributors are prohibited from making or producing audio or video recordings without the prior express written permission of events, lectures, teleconferences or meetings.