General Terms and Conditions of MustHave Global

1. Scope

1.1 The following clauses (“GTC”) govern the business relationship between MustHave Global, owner Anna Kloos (“MustHave” or “we”), and the contractual partner (hereinafter: “Partner”) completely and exclusively. Insofar as the generic masculine is used below to refer to the parties, this expressly also includes female partners.

1.2 These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Partner shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in every case, for example even if we accept deliveries and services of the Partner without reservation in the knowledge of the Partner’s general terms and conditions.

1.3 For each new conclusion of the contractual relationship between MustHave and the Partner, the GTC in their current version shall apply In ongoing contractual relationships, MustHave is entitled in certain cases to unilaterally amend these GTC, insofar as this is reasonable for the Partner Amendments are possible for compelling legal or regulatory reasons; in order to create/restore the required operational and IT security level; for the substantive optimisation and further development of MustHave’s range of services, insofar as the Partner has no legitimate interest in a specific individual service; for technical reasons dictated by technical progress and the applicable technical standard If an amendment proves to be invalid, void or for any reason unenforceable, this shall not affect the validity and enforceability of the remaining amendments or conditions. In the event of material changes, MustHave will inform the Partner separately about the individual changes. If the Partner does not object within a period of one month after announcement of the changes, the changes shall be deemed approved.

1.4 Legally relevant declarations and notifications of the Partner in relation to the contract (eg setting of deadlines, reminders, termination) shall, unless otherwise agreed, be made in writing, ie in written or text form (eg letter, e-mail, fax). Statutory form requirements and further evidence, in particular in case of doubts about the identity of the declarant, shall remain unaffected.

2. Conclusion of the Contract

2.1 MustHave is only willing to conclude contracts with natural persons or legal entities who have full legal capacity and are of full age. The Partner is advised that by taking up the activity, he will regularly become an entrepreneur within the meaning of section BGB (German Civil Code).

2.2 Registration for admission as a Partner is only possible online using the form provided for this purpose. Sending the form shall be deemed an application for the conclusion of a contract. MustHave is entitled to reject registrations at its own discretion and without stating reasons. Mere confirmation of receipt of the registration shall not be deemed acceptance of the contract.

2.3 MustHave is entitled, prior to acceptance of the registration, to demand or inspect proof of the registered natural person or legal entity, in particular an identity card, official incorporation documents, trust deeds, excerpts from the commercial register and others.

2.4 The Partner is only permitted to register once as a Partner under this contract The decisive factor is an economic perspective. A natural person is therefore not entitled to additionally register a legal entity if he is directly or indirectly (eg as trustee) involved in it, irrespective of the shareholding ratio. Married couples or civil partnerships are likewise only permitted to register once; they are deemed to be one Partner. The decisive factor is the first registration. Registration as a natural person therefore precludes later registration of a legal entity and vice versa. Any subsequent amendment to the contract in this respect is subject to our written consent.

2.5 Successful registration results in the permanent assignment of a Partner to a specific position in a line under the partner under whom the registration took place, in accordance with the currently valid “Get-together Concept” (hereinafter: “Compensation Plan”). The Compensation Plan is part of the contract. If, by mistake, the assignment has been made to a line that was not intended, a change is permitted subject to MustHave’s written consent, provided that (1) the newly registered Partner, (2) the sponsor of the intended line and (3) the sponsor of the erroneously chosen line promptly confirm in writing to MustHave the incorrect assignment and the resulting wish to change.

2.6 The Partner is expressly prohibited from registering directly or indirectly for additional lines (cross-registration) or from inciting other partners to cross-register or from making arrangements with them in this respect.

2.7 If MustHave has accepted a registration that was applied for in breach of the provisions of this clause, MustHave is entitled to immediate termination. Further claims, eg for damages, shall remain unaffected.

3. Subject Matter of the Contract

3.1 For the term of this contract, the Partner is entitled worldwide (“territory of operation”)

i. as an “Affiliate Partner” to broker contracts for the sale of contract products on behalf of MustHave, and

ii. as a “Selling Partner” to distribute the contract products.

3.2 In the cases of clause (i), the Partner receives a commission In the cases of clause (ii), the Partner earns from the price difference between the purchase price from MustHave and the selling price to the end customer (dealer discount).

3.3 The Partner receives additional commission shares for those partners whom he has recruited and who are therefore assigned to his sales team.

3.4 The amount of the commissions is specified in more detail in the Compensation Plan in **Annex 1**. Within the framework of its general sales policy and without prejudice to clause, MustHave is entitled at any time to change the list prices for contract products, in particular to increase them. Orders already placed by the Partner shall not be affected by subsequent changes.

3.5 The earning of commission for a given month is subject to the condition that the Partner has been in a partner relationship under these provisions for the entire month. If the partner relationship ends early during a month, in particular after termination or if the license for the partner online shop is not renewed, no commission can be earned for that month.

3.6 The dealer discount or commission fully settles all claims of the Partner against MustHave in connection with the activities to be performed by him under these GTC. There is no further claim for reimbursement of expenses and costs, in particular travel expenses, advertising costs and others, unless expressly and in writing otherwise agreed. Any premiums, bonuses and sales aids are granted on a purely voluntary basis There is no entitlement to advances.

3.7 The commissions will be made available to the Partner for payment by the 15th of the following month The commission must be called up at the latest within 6 months after the end of the respective month for which commission is to be paid, otherwise the commission claim shall expire

3.8 The Partner acts as an independent entrepreneur. He acts in his own name, under his own business and on his own account. The Partner can freely determine his activity and his business hours and procures the necessary operating resources himself. He is solely responsible for compliance with all tax, trade, social security and other obligations arising from his self-employment. He is not authorized to legally represent MustHave. In particular, the Partner is not a commercial agent. There is no obligation for him to be active.

3.9 MustHave may, alongside the Partner, operate within the territory of operation both itself and through other partners. The Partner has neither an exclusive right of representation nor territorial protection.

3.10 The Partner’s brokerage activity extends to all products and/or services (“contract products”) offered by MustHave in its online shop. MustHave is entitled, at its own discretion, to restructure the catalogue of contract products. Within the framework of its sales policy, MustHave is entitled at any time to adapt, expand or restrict the contract products. If MustHave extends its product and/or service offerings beyond the contract products currently named, the Partner’s rights under this contract shall also extend to these additional product and/or service offerings.

3.11 Orders already placed and transactions already brokered by the Partner shall in each case remain unaffected by the changes. However, MustHave is entitled to buy back contract products that have been purchased but not yet resold at the purchase price. The purchase price shall be reduced by a reasonable amount or shall lapse if and to the extent that the contract products are no longer free of defects.

4. General Rights and Duties of the Partner

4.1 The Partner shall safeguard the interests of MustHave with the due care of a prudent businessman.

4.2 In legal and business transactions, insofar as he acts within the scope of this contract, the Partner shall always act exclusively under the designation “independent Partner of MustHave Cosmetics” and shall otherwise comply with the statutory provisions regarding correct disclosure of his company information.

4.3 The Partner shall coordinate his advertising with MustHave in the interest of uniformity and use the advertising material provided by MustHave. Deviating advertising contents/materials must be agreed with MustHave in advance. Under no circumstances may the Partner make unapproved statements about specific cosmetic or health effects of the contract products.

4.4 The Partner is under no obligation to be active. However, if the Partner is inactive for more than months or is permanently prevented from exercising the activity, in particular due to illness, MustHave is entitled to terminate the contract. His position in the Compensation Plan according to Annex will, within the line, move up in favour of his direct sponsor.

4.5 The Partner and MustHave shall comply with the relevant data protection provisions.

5. General Rights and Duties of MustHave, Liability

5.1 Within the framework of its general business operations, MustHave will supply the Partner with the contract products. MustHave will only reject orders from the Partner by stating a legitimate interest. Such legitimate interest exists, for example, if MustHave no longer markets the product in question or is unable to accept the order due to production difficulties, production changes, non-delivery by upstream suppliers, unexpectedly high demand or unforeseeable events. In the event of an accepted delivery, MustHave shall, in all cases of force majeure, be entitled – insofar as reasonable for the Partner – to delay delivery in time or to refuse it definitively. A case of force majeure exists in the event of any unforeseeable, serious incident, such as in particular war, terrorist conflict, epidemics or labour disputes, which lies outside the control of a contracting party and as a result of which a contracting party is wholly or partly prevented from fulfilling its obligations, including fire damage, flooding, strikes as well as operational disruptions or official orders not attributable to them and lawful lockouts.

5.2 MustHave will provide the Partner with reasonable support in his activities and with regard to the sale of the contract products. MustHave will reasonably safeguard the Partner's interests. In particular, MustHave will advertise the contract products at supra-regional level at its own discretion and provide the Partner with advertising material.

5.3 Insofar as the Partner uses advertising materials or statements not issued by MustHave, the advertising of the contract products shall be carried out under the Partner's own responsibility. In this case, MustHave is not responsible for legal violations committed by the Partner. The Partner shall indemnify MustHave on first demand against any damage resulting from such a violation. The damage includes, inter alia, costs of legal prosecution or defence such as the engagement of a lawyer.

5.4 MustHave reserves the right to offer training sessions at regular intervals to promote sales and customer service, in which the Partner must generally participate.

5.5 MustHave is liable only for intent and gross negligence. This limitation shall not apply insofar as MustHave breaches essential contractual obligations. Essential contractual obligations are those whose fulfilment enables the proper execution of the contract in the first place and on whose compliance the Partner regularly relies and is entitled to rely. Insofar as the client is liable for damages in principle, this liability is limited to damage that MustHave foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or should have foreseen when exercising customary care. Indirect damage and consequential damage resulting from defects in the contractual object are furthermore only compensable insofar as such damage can typically be expected when the contractual object is used as intended. The above limitations also apply in favour of MustHave's vicarious agents and corporate bodies. Liability under the German Product Liability Act and for damage resulting from injury to life, limb or health remains unaffected.

6. Special Duties for Distribution

6.1 The Partner may advertise and distribute the contract products locally or on the internet. In addition, the Partner will be provided with his own webshop in his name through which customer orders can be processed.

6.2 Currently, the initial setup of the online shop for the Partner is free of charge After the first twelve months of the contract term, a recurring annual fee of EUR 49.99 gross is payable for the operation of the online shop The fee is due for a full year in each case and will not be refunded (not even pro rata) in the event of termination by the Partner during the year.

6.3 In all advertising appearances on the web or in print, insofar as the Partner uses the MustHave logo, he must add the clearly visible note "independent Partner of MustHave Cosmetics". It is prohibited to create the impression that he is the owner of the "MustHave Cosmetics" brand(s) and related brands or of the business behind them.

6.4 The Partner is aware that the quality and special character of the contract products, their value and the fact that the contract products carry MustHave's brand image, set qualitative requirements for the presentation of the contract products. Distribution is therefore only permitted if the Partner complies with the "Requirements for Online Distribution" of MustHave attached as **Annex 2** to this Partner Agreement.

6.5 The Partner may offer training and coaching on the contract products and MustHave's offerings only for the benefit of already registered partners.

6.6 Due to the exclusivity of the contract products, the Partner is prohibited from selling them via other commercial and auction platforms (such as eBay) and at dump prices.

6.7 The Partner is furthermore prohibited from operating his own webshop for the sale of the contract products that competes with the shop referred to in clause 6.1. All online sales of the contract products must be processed via the shop under clause 6.1.

6.8 The Partner hereby indemnifies MustHave against all damages and claims by third parties arising from culpable breaches of the obligations and prohibitions under this clause.

6.9 If the Partner breaches the obligations and prohibitions under clauses 6.3 to 6.5 and in particular **Annex 2**, this shall constitute a breach of contract. MustHave is entitled to issue a warning and demand cease-and-desist. In particularly serious cases, MustHave may terminate the contract without notice for cause Any claims for damages shall remain unaffected.

6.10 There are no minimum sales targets or minimum purchase quantities.

Special Provisions for Brokerage Transactions:

6.11 In the case of brokerage transactions, the Partner shall, in his negotiations with potential customers, comply with the prices, terms and conditions (in particular rights in respect of defects, any guarantees, etc), delivery times and technical specifications set by MustHave.

6.12 The Partner shall forward all brokered orders to MustHave in the form specified by MustHave. The Partner does not have authority to conclude contracts and must inform potential customers of this fact. He acts solely as an evidence broker Every contract offer (“order”) placed by a customer requires acceptance by MustHave.

6.13 MustHave will inform the Partner without undue delay whether it accepts or rejects an order brokered by the Partner. MustHave will also inform the Partner whether it does not execute a contract brokered by the Partner with a customer or does not execute it in the contractually agreed form. Furthermore, MustHave will inform the Partner without undue delay if MustHave can or intends to conclude transactions only to a significantly lesser extent than the Partner can normally expect under ordinary circumstances.

Special Provisions for Distribution Transactions

6.14 For all sales transactions carried out by MustHave with the Partner in performance of this contract, MustHave’s General Terms and Conditions of Sale in their current version shall apply.

7. Protection against Competition

7.1 The Partner may also work for other clients during the term of the contract, in particular also for other distribution systems.

7.2 As soon as a Partner has reached the status of Silver Director according to the Compensation Plan, any competitive activity is not permitted for the entire duration of the status as MustHave Partner.

7.3 Insofar as a Partner is permitted to work for a competitor or to distribute products that compete with those offered by MustHave, the competing products may only be presented separately from the contract products so that any confusion and impairment of the sales opportunities of the contract products is excluded. In particular, the competing products may not be advertised in the same post or otherwise in direct connection with the contract products.

7.4 If the Partner breaches the prohibitions under this clause, he is obliged to pay an appropriate contractual penalty at MustHave’s reasonable discretion, which will, as a rule, not be less than EUR 5,000.00.

7.5 If the infringement consists of an ongoing activity, the contractual penalty shall be forfeited anew for each commenced month in which the prohibited activity continues (continuing infringement). Multiple infringements shall each give rise to separate contractual penalties, where applicable several times within one month. However, individual infringements carried out in the course of a continuing infringement are covered by the penalty forfeited for the continuing infringement.

7.6 The right to assert damages exceeding the forfeited contractual penalty remains reserved. The right to assert all other statutory and contractual claims and legal consequences resulting from a breach (eg injunctive relief, forfeiture of the claim to post-contractual compensation for the duration of the breach, etc) also remains reserved.

8. Trademark Protection, Rights in Contract Products, Confidentiality

8.1 All industrial property rights and other intangible rights in the contract products are vested in MustHave in relation to the Partner. MustHave grants the Partner permission during the term of the contract to use MustHave’s trademarks and other signs (in particular on business cards and business letters or in advertising photographs) after prior consultation with MustHave. The Partner must clearly indicate his legal status as an independent

Partner (see clause 4.2). The Partner is not permitted to register MustHave's company name, trademark or other signs as part of his company name in the commercial register or as part of a domain.

8.2 The Partner undertakes – also beyond the term of the contract – neither to challenge MustHave's industrial property rights and know-how himself nor to have them challenged by third parties, nor to support third parties in any way in attacking them.

8.3 The Partner is furthermore obliged to maintain confidentiality. The Partner may not disclose or make accessible to third parties any trade secrets of MustHave that come to his knowledge during or after the term of the contract He shall ensure that this obligation is also observed by his employees and team members.

8.4 The Partner shall return documents relating to confidential business matters that have been entrusted to him by MustHave without undue delay after their proper contractual use, but no later than within one week after termination of the contractual relationship, at MustHave's registered office. Unless otherwise provided by law, the Partner is not entitled to use customer data for his own purposes after termination of the contract; this also applies to data relating to customers that he has acquired himself.

8.5 For each breach of the obligations under this clause, a contractual penalty shall become due in accordance with clauses et 7.4 seq.

9. Data Protection and Partner Data

9.1 Each party shall comply, on its own, with all applicable data protection provisions.

9.2 The parties assume that, insofar as MustHave operates an online shop under clause 6.1 that is promoted by the Partner, they are joint controllers within the meaning of Article 26 GDPR. They therefore conclude a separate agreement on this. This is attached to these conditions as **Annex 3**. Should it turn out that other provisions apply to the relationship between the parties, the parties will take appropriate measures and conclude corresponding agreements

10. Term of the Contract, Termination

10.1 This contract is concluded for an indefinite period. It may be ordinarily terminated at any time in writing.

10.2 The right to extraordinary termination for good cause remains unaffected.

10.3 MustHave is in particular entitled to extraordinary termination of the partner contract if the Partner is more than 8 weeks in arrears with payment of the flat fee for operation of the online shop.

10.4 Any notice of termination must in all cases be given in written form. Compliance with any notice period shall be determined by the date of receipt of the notice of termination.

10.5 Following receipt of a notice of ordinary termination, MustHave is required to accept orders from the Partner only to the extent that the Partner can sell or use the relevant Contract Products within the period remaining until contract termination in the ordinary course of business and does not already hold sufficient stock; MustHave is entitled to supply Contract Products only against prepayment or the provision of security.

11. Consequences of Termination of the Contract

11.1 Upon termination of the contractual relationship, the Partner shall without undue delay cease to describe himself as such in commercial transactions and shall cease using MustHave's trademarks and other protected signs. The Partner shall remove the relevant signage and signs at his own expense. Unless otherwise provided by law, he shall refrain from using MustHave's trademarks and other signs or confusingly similar signs after termination of the contract. In any case, he shall refrain from any conduct that could give the impression that he is an authorised partner of MustHave.

11.2 Upon termination of the contract, MustHave is entitled to deactivate the online shop without further notice.

11.3 The downline previously assigned under the Partner shall move up within the same line in favour of the direct sponsor of the departing Partner.

11.4 MustHave is entitled, but not obliged, within three months after termination of the contractual relationship, to demand at MustHave's registered office, at the Partner's expense, the return of materials, (advertising) materials and other items provided by MustHave, if and insofar as they have not been used for their intended purpose The Partner has no right of retention.

11.5 Within three months after termination of the contractual relationship, MustHave is also entitled, but not obliged, at its discretion to demand the return of part or all of the stock of contract products that the Partner has obtained from MustHave against payment of the list price valid at the time of termination of the contractual relationship plus any applicable VAT if and to the extent the Partner has not yet sold them and they are foreseeably no longer required to fulfil claims based on defects in quality. The rights in respect of defects shall apply in accordance with clause.

11.6 In the event of extraordinary termination of this contract by MustHave, MustHave is entitled to withdraw from individual purchase contracts concluded prior to the extraordinary termination with the Partner against payment of reasonable compensation determined by MustHave at its reasonable discretion.

12. Transfer and Inheritance of the Contract

12.1 The contract between the parties may be transferred to a third person by an inter vivos disposition or by disposition mortis causa. Where several persons become heirs ("community of heirs"), they must appoint a joint representative vis-à-vis MustHave – until such appointment is made, all rights shall be suspended.

12.2 In the case of an inter vivos disposition, the transfer must be announced with a notice period of 3 months.

12.3 If the heir wishes to enter into the contract, he must declare this to MustHave within 6 months from the date of death If the declaration is not made or not made in due time, the contractual relationship shall pass to the sponsor in accordance with clause 4.6 in favour of the sponsor.

12.4 MustHave has a pre-emption right. In the event of a transfer mortis causa, an appropriate compensation payment to the heir(s) shall take the place of the purchase price.

12.5 In all cases, MustHave may prohibit the transfer for good cause. If transfer mortis causa is refused and no suitable substitute heir has been appointed, the contractual relationship shall pass to the sponsor in accordance with clause 4.6 in favour of the sponsor

13. Miscellaneous

13.1 This agreement, together with its annexes, constitutes the entire understanding between the contracting parties. Amendments and additions to this agreement must be in writing in order to be effective. This shall also apply to any waiver of the requirement of written form. The parties mutually undertake, at the other party's request, at any time to take all actions and make all declarations necessary to comply with the written form requirement – including in connection with the conclusion of addenda, amendments and supplementary agreements. Excluded from this are only individual agreements between the parties.

13.2 This contract shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules referring to such conventions.

13.3 In the event that translations of these terms and conditions exist, the German version shall always prevail. Notwithstanding the foregoing, mandatory consumer protection regulations of the customer's country of residence shall apply in any case and take precedence to that extent.

13.4 The parties agree, to the extent legally permissible, that the courts of first instance at MustHave’s registered office shall have exclusive jurisdiction for all disputes arising from or in connection with this distribution agreement. However, MustHave is entitled to bring an action before any other court having jurisdiction.

13.5 The Partner is only entitled to set off and to exercise rights of pledge or retention if the claims asserted by him have been acknowledged by MustHave or have been finally adjudicated by a court.

13.6 The Partner may not transfer the rights and obligations under this distribution agreement to third parties without MustHave’s prior written consent.

13.7 Should one or more provisions of this contract be invalid, the parties shall agree on a substitute provision that comes as close as possible to the invalid regulation The invalidity of one or more provisions of this contract shall not affect its validity in other respects.

Annexes:

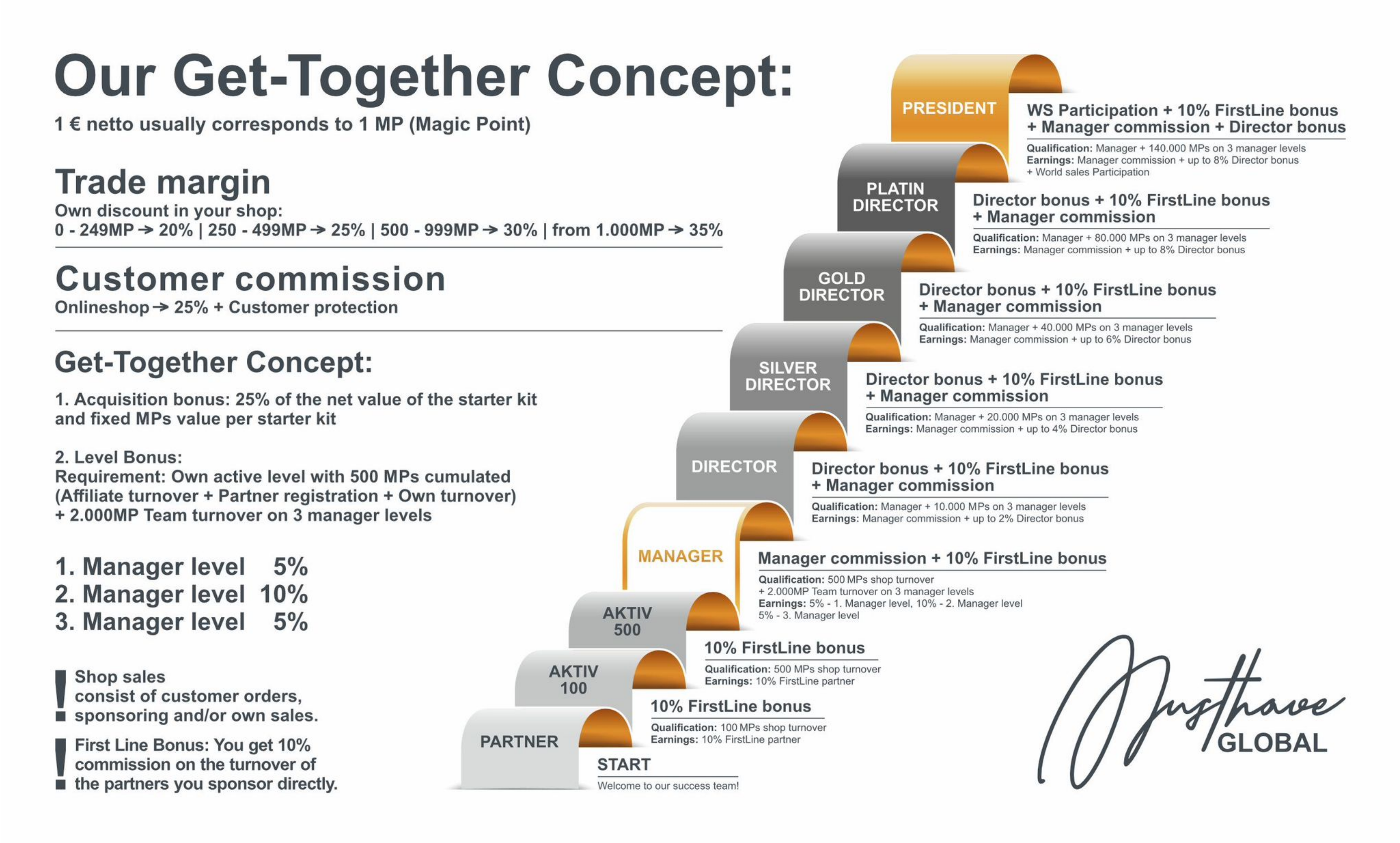
Annex1: Compensation Plan

Annex 2: Requirements for Online Distribution

Annex 3: Joint Processing Agreement

Status: 22.06.2026

Annex 1: Compensation Plan



Status: 22.06.2026

This Compensation Plan in its current version forms part of the General Partner Terms and Conditions of MustHave Global

MP = business volume

Each product of MustHave Global has a net price (VAT differs by country) and an MP value (MP = Magicpoints) The MP value is MustHave Global's internal "international currency" and serves as the basis for commission calculation. A product has – irrespective of the currency – generally the same MP value across countries One MP point corresponds approximately to 1 euro net purchase price (purchase price for partners of MustHave Global). The current price list is decisive.

Active status

A partner obtains active status if he generates and has paid a minimum of 500 MP in total with own turnover and/or customer orders and/or registrations of new partners (first line) within a calendar month. For payment of manager and director commissions (downline commissions), active status and further qualification requirements are always a prerequisite. The statistics in the back office show whether active status is present.

1. Trading margin for MustHave partners

End customers

In principle, anyone can become a customer of MustHave Global The customer can be supplied directly by the partner or can order products via the partner's shop Every registered MustHave Partner can purchase products at a discount of 20–35% The trading margin depends on the respective turnover accumulated in the current calendar month:

20% up to 250 MP, 25% from 251– 500 MP, 30% from 501–1000 MP, 35% from 1001 MP

Each partner automatically receives his own MustHave online shop upon registration The partner receives a trading margin of 25% on orders placed by end customers and the partner himself via this online shop, which is paid out or can be offset against his own orders. Discounts are not granted retroactively.

First line bonus

For personally sponsored partners in the first line, the sponsor receives an immediate commission of 10%, provided that the sponsor has a personal turnover of at least 500 MP and has achieved active status 500 (500 MP in personal turnover) at least once every 6 months in the billing month This commission remains in place even when the partner has reached manager level. The entitlement to the 10% lapses after 6 months of inactivity (active status)

2. Manager commission for MustHave Managers

Every active MustHave Partner can become a MustHave Manager.

Qualification:

MustHave partners who, in a billing month, achieve active status themselves – 500 MP – and 2,000 MP with customer and personal orders as well as their partners on the 3 manager levels, are managers. A manager receives commissions on the MP of partners and managers in his downline.

Manager commission for MustHave Global Managers

- 1st level 5%
- 2nd level 10%
- 3rd level 5%

Dynamic compression to three qualified manager levels applies. Partners count towards the turnover of the respective manager level.

3. Director bonus for MustHave Global Directors

Every manager can qualify as a MustHave Director for the Director bonus.

3.1 Director (D) 2%

You qualify as Director if your team achieves 10,000 MP in the first 3 manager levels within a calendar month and you yourself are a qualified manager. You receive 2% on all MP of your team until the next Director.

3.2 Silver Director (SD) 4%

You qualify as Silver Director if your team achieves 20,000 MP in the first manager levels within a calendar month and you yourself are a qualified manager. You receive 4% on the MP of all team turnover up to the next qualified Director and 2% on the MP of all team turnover under a qualified Silver Director.

3.3 Gold Director (GD) 6%

You qualify as Gold Director if your team achieves, 40,000 MP in the first manager levels within a calendar month and you yourself are a qualified manager. You receive 6% on the MP of all team turnover up to the next qualified Director, 4% on the MP of all team turnover under a qualified Director and 2% on the MP of all team turnover under a qualified Silver Director.

3.4 Platinum Director (PD) 8%

You qualify as Platinum Director if your team achieves 80,000 MP in the first manager levels within a calendar month and you yourself are a qualified manager. You receive 8% on the MP of all team turnover up to the next qualified Director, 6% on the MP of all team turnover under a Director, 4% on the MP of all team turnover under a Silver Director and 2% on the MP of all team turnover under a Gold Director.

4. MustHave President's Team

You qualify as MustHave President's Team if your team achieves 140,000 MP in the first 3 manager levels within a calendar month and you yourself are a qualified manager and you have maintained this turnover for consecutive 3 months. Thereafter, your team must continue to achieve 140,000 MP in the first 3 manager levels within each calendar month. If this is not achieved, you lose the status of MustHave President's Team in that month and must re-qualify in accordance with sentence 1.

MustHave Global pays 1% of the total company MP into the President's Team pool every month. All President's Team members who are qualified in the billing month share this pool proportionally according to their manager MP achieved in the respective billing month.

In principle:

For billing, the qualifications of the calendar month are always taken into account! Commission statements are always prepared by the 15th of the following month. MustHave Global is not liable for possible delays in bank transfers caused by banks or due to public holidays or incorrectly transmitted account details.

If an order is still placed on Sunday/public holiday, this is generally possible online via the shop in the back office (partner area) and payment by credit card, via PayPal or Klarna invoice purchase, since payment is guaranteed for these payment methods and booked immediately. Thus, the turnover still counts for the current month.

Proper payment of commissions requires that MustHave Global has the Partner's complete bank details. The bank details can be entered and changed by the Partner in the back office (partner area).

In order to receive commissions gross including VAT, it is necessary to enter the national tax number in the back office. Otherwise, all commissions will always be transferred net. If the tax number is not provided in time, there is no entitlement to subsequent payment of VAT.

To make transfers abroad, MustHave Global absolutely needs the IBAN and the BIC/SWIFT code. No fees are charged to the distributor for commission transfers to bank accounts in Germany or the European Union. If payment is to be made to an account in a country outside the EU (eg Switzerland or USA), transfer fees are borne by the account holder. If a Partner's bank account changes, the account details must be changed independently in the back office (partner area). MustHave Global must also be informed in good time of the account change so that payment can be made to the correct bank account.

Transfers that could not be executed remain as a credit in the back office for 12 months! Thereafter they expire.

Only posted incoming payments at MustHave Global count towards turnover. The order or invoice date is irrelevant for determining turnover. MustHave Global always endeavours to post incoming payments as quickly as possible, but cannot – due to possible external influences such as technical disruptions at its bank or the credit card company – accept liability for effects on qualification or commission caused by delays.

Own turnover

Own turnover covers MP values from personally placed orders and end customer turnover in the online shop.

For orders placed by his end customers via the partner shop, the relevant Partner receives a trading margin of 25% paid out, even if there is no own turnover

Registration process

Registration of a new partner is carried out by entry on the partner homepage of a partner (sponsor). Online registration is possible on any day of the week.

MustHave Partner

Any person of full age and legal capacity can become a MustHave Partner. The Partner is supplied directly by MustHave Global and receives a 20–35% discount on his purchase. Each MustHave Partner may sponsor further partners. MustHave Global reserves the right to refuse registration of a partner without stating reasons.

Downline

"Downline" refers to all partners belonging to your team.

Customers

In principle, anyone can become a customer of MustHave Global. The customer can be supplied directly by the partner or order products via the partner shop. In this case, invoicing and logistics are handled by MustHave Global. MustHave Global reserves the right to refuse delivery to a customer without stating reasons.

Partner shop

Each registered partner receives a partner subdomain with online shop (mustermann.musthave.global). End customers who purchase via a partner's online shop are supplied directly by MustHave Global. The Partner receives a trading margin of 25% paid out on these end customer orders. Once an end customer has been assigned to a partner (automatic through ordering in the partner shop), he remains that partner's customer forever. This also applies if the end customer later orders via another partner's shop.

No fees are charged for the use of the personalised shops. However, in order to continue using the shop and its benefits, at least one order of at least 50 MP must be placed every six months. Each order of at least 50 MP extends the validity of the shop by 6 months. If no order of at least 50 MP is placed in the shop for consecutive months, the shop automatically expires.

Commissions are paid out from EUR 50,00.

Important: The Compensation Plan is made available in several languages. In case of discrepancies or questions of interpretation, only the German version is decisive.

Annex 2: Requirements for Online Distribution

In elaboration of clause, the Partner must observe the following rules:

1. You must comply with the statutory provisions on truthful and non-misleading information to consumers and end customers, in particular of the German Unfair Competition Act (UWG) and the German Advertising in the Healthcare Sector Act (HWG). In particular, no unlawful promises of healing or other advantageous effects of the contract products may be advertised. Such advertising must be limited to the advertising statements officially specified and approved by MustHave.
2. You may not harass your customers and end consumers or contact them without authorisation in breach of statutory provisions, in particular the UWG. The statutory provisions on the necessary obtaining of consent for contacting must be strictly observed.
3. Comparative advertising concerning external products is prohibited. In general, you must respect products, services and trademarks of third parties and must not speak disparagingly or otherwise unfairly and harmfully about them or behave accordingly.
4. You are generally permitted to advertise using self-created photographs of the products. However, you are responsible for observing all rights of third parties, in particular their rights to their own image as well as data protection rights, when creating advertising images with persons (eg before-and-after images), for example by obtaining consent. MustHave Global accepts no liability for this.
5. All contract products may only be purchased for own use or for distribution to end customers in usual quantities. Distribution via stationary retail (in particular drugstores, supermarkets, discounters, etc) is prohibited.
6. When recruiting additional partners for your own line, you must always provide truthful information about your financial circumstances, MustHave's system and the earning opportunities contained therein. In general, you must inform such prospects completely and truthfully. You may only recruit partners who are suitable and meet the contractual requirements.
7. You may not promise or pay commissions outside the Compensation Plan to prospects for a partner position or to partners for merely recruiting partners.

8. Any manipulation and circumvention of the Compensation Plan is prohibited. In particular, it is prohibited to recruit strawmen or otherwise non-existent persons as partners for your own or another team, as well as to register yourself directly or indirectly, obviously or covertly, multiple times for your own or another team. Also prohibited is artificially inflating your own or others' sales, for example through sham purchases or sales between teams.
9. All partners are bound to their teams and lines. All measures to implement this contract (eg sales training, team activities, etc) may only take place within their own team or their own line.

Annex 3: Joint Processing Agreement

The parties agree the following joint processing agreement in accordance with Article 26 GDPR pursuant to clause 9 of the GTC (“***Main Contract***”).

§ 1 Specification of Data Processing

(1) The subject matter of data processing is derived in detail from the Main Contract.

(2) The respective purposes, means and scope of data processing as well as the type of data processed and the categories of data subjects are conclusively set out in the privacy policy for the online shops, which is published online in its current form. The parties agree that MustHave determines the type of personal data and the means and purposes of data processing, unless otherwise provided below.

(3) The parties agree that data processing may be relocated to third countries, provided that the special requirements of Articles 44 et seq GDPR are complied with and the other party has previously given its consent in writing.

§ 2 Allocation of Responsibilities and Liability in Data Processing

(1) Responsibilities for data processing are allocated as follows:

a) MustHave: processing of all data in the context of purchase processing, namely:

- collection of data from the data subject
- storage of data
- systematisation (organisation, structuring, alignment, linking)
- provision (retrieval, use, transmission, dissemination)
- processing (adaptation, alteration, restriction, erasure, destruction)
- disclosure to the Partner for commission calculation

b) Partner: processing of all data in the context of pre-contractual advertising and post-contractual support

- collection of data from the data subject
- where applicable, storage of data
- where applicable, systematisation (organisation, structuring, alignment, linking)
- where applicable, provision (retrieval, use, transmission, dissemination)
- where applicable, processing (adaptation, alteration, restriction, erasure, destruction)
- where applicable, disclosure to MustHave in the event of queries

(2) Joint cooperation may take place across all the aforementioned areas as needed.

(3) In the event of deletion of data outside the known deletion periods, the respective other party must be informed before deletion. Each party may object to deletion of the data if it is under a statutory retention obligation.

(4) Both parties may use the data only within their areas of responsibility and only for the purposes specified in the privacy policy.

§ 3 Information Obligations

MustHave fulfils the information obligations pursuant to Articles 13 and 14 GDPR. The Partner is aware that he may have his own information obligations if he processes data of data subjects beyond that regulated in this agreement. MustHave will make the essential contents of this agreement available to the data subjects.

§ 4 Fulfilment of Other Data Subject Rights

(1) MustHave is responsible for fulfilling the rights of data subjects pursuant to Articles 15 et seq GDPR. Irrespective of this, the parties agree that data subjects may contact either party in order to exercise their rights. In such cases, the respective other party shall forward the request to MustHave without undue delay.

(2) In the event of a request for erasure, § 2 (4) of this agreement applies accordingly.

§ 5 Data Security

The parties implement technical and organisational measures in accordance with Articles 32 and 25 GDPR that are appropriate and necessary to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects and to uphold the data protection principles.

§ 6 Procedure in the Event of Data Protection Breaches / Communication with Supervisory Authorities

(1) MustHave is responsible for reviewing and handling all personal data breaches, including fulfilment of related reporting obligations to the competent supervisory authority (Article 33 GDPR) and to the data subjects (Article 34 GDPR).

(2) If either party becomes aware of a data protection breach or if a security-relevant disruption of the data processing procedure occurs, the parties shall, irrespective of the allocation of responsibilities, take prompt measures within their organisation to secure the data and mitigate potential adverse consequences for data subjects. The incident must be reported to the respective other party without undue delay.

(3) Irrespective of the allocation of responsibilities under § 6 (1) of this agreement, the parties shall notify the respective other party without undue delay if a supervisory authority contacts them in connection with this agreement. The parties agree that they will generally comply with requests from competent supervisory authorities, in particular regarding inquiries and provision of information.

(4) Before making a report pursuant to § 6 (1) or complying with a request pursuant to § 6 (3) of this agreement, the parties will coordinate their course of action

§ 7 Other Obligations

(1) The parties shall obligate all persons involved in data processing in writing to maintain confidentiality with regard to the data.

(2) The parties maintain a record of all categories of processing activities carried out under joint responsibility that contains all information required under Article 30 (2) GDPR.

(3) Where and as long as the statutory requirements are met, the parties shall appoint a knowledgeable and reliable data protection officer pursuant to Article 37 GDPR.

§ 8 Engagement of Processors

(1) The parties may engage processors within the meaning of Article 4 (8) GDPR only for the tasks assigned to them under this agreement MustHave may engage processors without the Partner’s consent.

(2) Processors shall be engaged by means of a written agreement that meets the requirements of Articles 28 and 29 GDPR. For the purpose of assessing whether to grant consent pursuant to § 8 (1 of this agreement, the Partner shall provide MustHave in advance with a copy of the data processing agreement to be concluded. In addition, the Partner shall confirm in writing to MustHave, including by submitting appropriate documentation of the results, that it has carefully selected the processor, in particular with regard to its suitability, and has verified the technical and organisational measures implemented by the processor.

(3) Processors must be audited by the Partner at least once a year in an appropriate manner. The audit report must be made available to MustHave without undue delay.

§ 9 Liability

(1) The parties are liable to the data subjects pursuant to Article 82 GDPR

(2) As between the parties, liability is governed by the provisions of the Main Contract.

§ 10 Final Provisions

(1) The provisions of the Main Contract apply to the term and termination of this agreement. In the event of conflict between this agreement and the Main Contract, the provisions of this agreement prevail.

(2) Should any provision of this agreement be wholly or partially invalid or contain a gap, the remaining contractual provisions and the validity of the agreement as a whole shall remain unaffected. The invalid provision shall be replaced by a provision that is legally permissible, comes closest to the meaning and purpose of the invalid provision and meets the requirements of Article 26 GDPR.

(3) This agreement is subject to German law including the GDPR. Place of jurisdiction is Mannheim.

Status: 22.06.2026