

Distributor Agreement (DA) between Reico & Partner Vertriebs GmbH and Distributors

(in addition to the provisions for the independent organisation of distributors)

§ 1 Object of the agreement

This agreement regulates the basis of the business relationship between Reico & Partner Vertriebs GmbH (hereinafter: Reico) and the distributor, as well as the basic organisational provisions of the contractually affiliated distributors between each other and in relation to Reico:

1. A distributorship may only be established if the applicant or a managing director of the partner company is of legal age and at the same time has full legal capacity and has registered a business for themselves in accordance with the legal provisions applicable within the European Union member states.
2. The distributor shall receive a partner number, which is electronically stored with the personal data from the application form. A valid email address is required for this.
3. By accepting this distribution contract (see § 17), the distributor agrees to the Marketing Plan including the Factor List, the rules within the Basics Manual, the Fee Schedule, and the Corporate Identity Guidelines, as well as the other documents listed in § 21 in

the currently valid version. These documents in the currently valid version are available on the Reico Partner Portal. These are an integral component of the contract and the cooperation between Reico and the distributor. Upon acceptance of this application by Reico, the distributor is authorised to broker Reico products as an independent broker in accordance with the following provisions at their own commercial risk.

§ 2 Independence

The distributor has the opportunity to broker Reico products as an independent trader on a commission basis and to freely organise their activities in terms of location, time, and scope. Their activity is only limited by the applicable laws, particularly consumer protection laws and the rules of fair dealing with competitors and other distributors. The distributor is not granted territorial or customer protections. The provisions regarding customer protection between the distributors are set out in § 13 of this agreement.

The distributor is under no obligation regarding activity and brokerage.

§ 3 Advertising materials and corporate identity

The distributor may only advertise Reico products with the advertising and consumable materials provided by Reico.

Fundamentally, no statements and the like relating to Reico products that are not part of the materials provided by Reico (example: Product Manual), or that have been taken out of context, changed, or abridged may be made in advertising. The distributor is solely responsible for any further statements, or promises, or the like. In this case, Reico is expressly not liable for claims asserted by third parties arising from such actions.

Distributors are prohibited from using Reico trade names or company logos in any manner that could infer or imply that the distributor is an employee of Reico or that the distributor's own advertising content originates from Reico.

Reico is entitled to all rights to the contractual products.

All brands and comparable rights to which Reico is entitled to exclusive use, particularly trademarks, and all product names, as well as the Reico trade name, may not be referred to or used by distributors in their own advertising publications without the prior express consent of Reico unless they comply with the CI Guidelines published in the current version on the Partner Portal.

If the distributor violates the provisions of this paragraph, they must compensate Reico for any resulting damage.

§ 4 No-competition clause

Within the scope of their business activities, the distributor shall

safeguard Reico's interests and protect the products against confusion and misleading information.

For the duration of this contract, the distributor shall not offer or distribute any products that compete with Reico's products, either themselves or through third parties.

In order to protect the consumer (including protection against plagiarism), the product quality, and the trademarks, the distributor is not permitted to (re-)sell Reico products via other distribution channels, e.g., intermediaries outside the distribution organisation, internet auctions, internet shops, retail shops, etc. In the event of a breach, Reico may terminate the contract with immediate effect.

The distributor shall also not promote the activities of competitor companies in any way, either themselves or through third parties.

This does not apply to complementary quality products that are suitable for combined marketing. Reico may prohibit the distributor from the distribution or brokerage of their own products with other goods if these could damage the reputation of Reico products or lead to misunderstandings regarding the unique character of the products and their quality. In order to prevent misunderstandings, the distributor may inquire with Reico before commencing such marketing.

Reico may grant exceptions to the above provisions in individual cases. As a general rule, these are granted if they relate to industries or institutions that are described in more detail in Annex 5 ("Special Conditions for

Breeders" information sheet).

This prior consent may be revoked by Reico at any time.

§ 5 Confidentiality

The distributor shall not transmit or make accessible to third parties any data and information regarding the Reico company, the contract content, products, and comparable information that has not been made public by Reico, particularly information regarding the manufacture and composition of the products, as well as the data and addresses of customers obtained in the course of their activities. This duty of confidentiality shall continue to apply after termination of the partner contract.

§ 6 Transfer

The rights arising from this distribution contract may be transferred to another distributor for a valid reason.

The effective transfer requires the prior written consent of Reico, which is granted with the "Request: Transfer of partner number according to §6" document. Consent may be granted if, among other things, the professional support of existing customers and distributors can be provided in the same manner and the other contractual provisions are complied with. When taking over management positions in the

distribution system, Reico may require prior participation in specialised seminars if the transferee or the appointed staff member is not yet able to demonstrate any experience in Reico distribution.

No changes shall be made within the existing structure when a distribution position is transferred.

Upon the death of the distributor, this distribution contract shall automatically end at that point in time. The above provision shall apply accordingly to an overall transfer of structures in connection with a death.

§ 7 Transfer of a distributor to another structure

The reassignment of a distributor to another organisation (Form available via Reico Customer Support) may only occur if

- the distributor has not been active with Reico for more than 1 year, and
- has had a group turnover of less than €1,500 in at least one month in the last 12 months, and
- the 3 superordinate lines (“uplines”) have given their approval.

If a distributor terminates their distributorship in order to rejoin the Reico distribution organisation in another line, they may only submit a new application to conclude a new contract 6 months after the end of the cooperation. Reico is free to accept or reject this new application. During the 6-month waiting period, the former distributor may not participate in

internal Reico events or carry out any recruitment activities for the distribution organisation.

§ 8 Guarantee, liability

Reico guarantees compliance with the applicable and relevant quality assurance regulations for the products sold. The distributors themselves are responsible for providing the end customers they serve with sufficient advance information on the use of the products. The guarantee shall expire if the products are used in a manner that does not comply with the instructions supplied on how to take, use, feed, or dose the products.

Reico is liable to the distributor

- for culpably caused damages resulting from injury to life, limb, or health, as well as for damages resulting from an intentional or grossly negligent breach of duty by Reico or its vicarious agents,
- in accordance with the provisions of the Product Liability Act,
- in the event of fraud or assumption of a guarantee, and
- in the event of culpable breach of such obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (essential contractual obligations), but with the proviso that liability is limited to compensation for typical and foreseeable damage, unless

one of the cases stated in the indents above applies.

A maximum damage of €20,000.00 shall be deemed contractually typical and foreseeable.

Reico and its legal representatives and vicarious agents shall not be liable in other respects.

§ 9 Training

Reico and the distributor companies offer coordinated training on successful marketing, organisational structure, products, etc. in order to ensure a consistently high quality of advice to customers.

§ 10 Commission

The distributor is entitled to a commission from Reico for each contract duly brokered by them during the contract term. They are also entitled to a commission with regard to contracts that they initiated before the end of this distribution contract, but which only led to the conclusion of a contract after the end of the distribution contract (overhang commission). However, they are not entitled to commissions arising from future contracts that are concluded with customers recruited by them after the end of the contract with Reico.

The distributor is not entitled to a commission for a specific area (no “territory commission”).

The commission claim arises when the contract with the customer, which the distributor or an agent operating in their organisational structure (“downline”) has initiated by means of the submitted customer order, has been effectively concluded and executed, or is not executed due to a circumstance for which Reico is responsible. A contract with the customer is deemed to have been executed when the contractual payment has been received by Reico and the ordered goods have then been dispatched to the customer by Reico.

Reico is entitled to reclaim commissions that have been incorrectly paid out. This reclamation is generally carried out by offsetting against subsequent commission claims within the framework of the commission settlement.

The remuneration covers all expenses incurred by the distributor as a result of their brokerage activities or by the brokers working within their structure.

The amount of the commission is based on the current Marketing Plan including the associated Reico Factor List, which is made available via the Partner Portal. Reference is made to § 18 in this regard.

The settlement period for commissions is the respective calendar month. All commission claims arising during this period shall be settled by Reico with the distributor by the end of the following month at the latest and paid out by this date. If a negative balance exists, the distributor must reimburse this balance to Reico within a period of 10 days.

For the VAT option, see § 11.

The distributor must review the settlement and raise any objections, stating their reasons, with Reico within one month of receipt of the settlement at the latest. If this is not carried out or not carried out in time, the settlement shall be deemed approved.

The distributor is not permitted to assign or pledge commission claims arising from the contractual relationship without Reico's prior written consent or to offset them against alleged counterclaims against Reico.

Commission payments are exclusively carried out on a cashless basis. Reico has the option of offsetting against existing due claims.

§ 11 Value-added tax

The distributor shall notify Reico in writing of an option for VAT by stating the tax number received for this purpose, the VAT ID, and the responsible tax office. Commission will be exclusively paid without VAT until this information has been clearly provided in writing.

§ 12 Contract term and termination

The distribution contract is concluded for an indefinite period. The cooperation is also conditional on the distributor being a user of the Partner Portal. As a general rule, they must actively renew their participation on an annual basis. Otherwise, there is good cause for Reico to terminate the contract, since the portal is the key means of

communication between the contractual partners (see §§ 14 and 17).

Either party may terminate the contract for good cause with three months' notice before end of the month.

The right to extraordinary termination due to culpable behaviour remains unaffected by this for both parties.

The distributor may no longer use the materials and other business documents in their possession after the end of the contract and must either immediately return them to Reico or have them professionally destroyed at their own expense.

§ 13 Customer protection between the distributors

All customers referred to Reico for the first time by the distributor for whom an initial order has been duly executed are subject to immediate customer protection on the part of Reico in favour of the distributor as the referrer. As a general rule, the customer is entitled to a right of cancellation of the purchase contract in accordance with § 312g BGB in conjunction with § 355 BGB. If a customer exercises this right of cancellation in the context of a first order, the customer protection expires. For clarification, it is pointed out here that this only applies if the entire order is cancelled.

In the event of further brokerage offers from another distributor to the same customer, Reico will inform the customer of the existing support

provided by the referrer.

All commissions generated from turnover with the protected customer exclusively accrue to the referrer. The customer protection expires if the customer does not place an order for a period of 6 months.

While Reico places great value on customer protection and will only deviate from this in exceptional cases, the individual customer's wishes and needs are at the forefront. If the customer expresses the wish in writing to Reico (form available via Reico Customer Support) to be supported by another Reico Partner in the future and to order through this partner in the future, Reico shall comply with this request and assign the customer to the new Reico Partner without delay. The new distributor must also give their consent to this and pay a processing fee for each transfer in accordance with the Fee Schedule. This fee is charged by invoice and is due for payment within 10 days. The number of customers to be reassigned to a distributor is limited to a specific number per time period in accordance with the Fee Schedule.

Prior to each re-coding, the remitting Reico Partner receives a notification in advance and can comment on this re-coding within 72 hours or contact the customer.

Additional information may be sent to the respective upline afterwards.

§ 14 Customer acquisition

When approaching customers, distributors must observe the guidelines of the German Direct Selling Association (BDD) on fair conduct in customer acquisition. Specific guidelines are listed in attachment 7 of this VPV.

§ 15 Partner Portal

In the interest of quick and up-to-date processing, information is generally exchanged via the Partner Portal. A cost contribution by the distributor for the Partner Portal and respectively for the duration of the distributorship can be found in the Fee Schedule.

For this contribution, the distributor has access to the Partner Portal in which all product information required for customer information, the Basic Manual, the Marketing Plan including the Factor List, the Corporate Identity Guidelines, training dates, etc. are stored. Reico shall also inform the distributor about new products, events, and other current circumstances in this manner.

The distributor may combine the information with the presentation of their company in compliance with § 3. The distributor is solely responsible for their own content, including in relation to third parties. In this sense, the distributor releases Reico from any liability.

§ 16 Limitation of claim

All claims arising from this contract shall become time-barred 12 months after the end of the month in which the claim arose and the claimant becomes aware of the circumstances that gave rise to the claim and the identity of the obligor or should have become aware of these in the absence of gross negligence.

Regardless of the awareness of the claimant, claims arising from this contract shall, in all instances, become time-barred after four years at the latest, beginning at the end of the year in which the claim arose.

The above provisions on shortening the limitation period do not apply in cases of § 202 BGB (liability for intent) and § 309 No. 7 BGB (liability for injury to life, limb, or health and in cases of gross fault).

The parties concur that the agreement to shorten the limitation period ensures that any disagreements regarding mutual rights and obligations are settled in a timely manner.

§ 17 Contractual formal agreements

In principle, declarations of intent by the contracting parties must be made in writing.

The contractual partners may also electronically agree to contract amendments. This is generally carried out via the Partner Portal.

If Reico offers the distributor an amendment to the contractual terms and conditions online, this also constitutes an offer to waive the written form

requirement.

The distributor accepts Reico's offer to conclude the contract amendment and the waiver of the written form requirement in accordance with the provisions of § 18.

§ 18 Amendment of the contractual agreement / reservation of right to amend

Due to changes in the product portfolio (e.g., new products or discontinuation of products) as well as necessary reactions to market developments, adjustments to the contractual products and the conditions and commissions for the contractual products may become necessary. Reico shall inform the distributor of these amendments via the Partner Portal. At the earliest, such amendments to this distribution contract and the ancillary contracts, particularly the Marketing Plan with the current commission provisions, shall come into force six weeks after receipt of the notification of amendment via the Partner Portal.

If the provisions change to the disadvantage of the distributor, the distributor may object in writing to Reico within 6 weeks of receipt of the notification of amendment on the Partner Portal. This right of objection also applies if the distributor has actively renewed the distribution contract via the portal during the 6-week period.

If the distributor does not object or does not object in due time, the

amendment is deemed to be agreed. Reico shall draw the distributor's attention to this consequence in the notification of amendment.

If Reico informs the distributor in response to their timely objection that a continuation of the contract under the previous conditions is not possible, the distributor may terminate the contract within one month of notification of the effective date of the amendment.

The amended contractual terms and conditions shall be deemed approved if the distributor does not exercise their right of termination. Reico shall draw the distributor's attention to this consequence in the notification.

§ 19 Place of jurisdiction, choice of law, contract language, severability clause

The place of jurisdiction for all disputes arising from and in connection with this distribution contract is the registered office of Reico & Partner Vertriebs GmbH.

This distribution contract and all rights and obligations arising from it between Reico and the distributor shall be exclusively governed by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties. UN Sales Law shall not apply.

The contract language is German. If the contract is translated into another language, the German version shall take precedence in the event of

differences of interpretation.

Upon conclusion of this agreement, all previous agreements between the parties, including all ancillary agreements concerning the business purpose defined in the preamble, shall become invalid.

Should a provision of this distribution contract and / or an ancillary contract be or become ineffective or should a necessary provision not be included (loophole), this shall not affect the effectiveness of the remaining provisions of the distribution contract and the ancillary contractual provisions. In lieu of the invalid provisions or in order to fill a loophole, the parties shall agree on a legally permissible provision that corresponds as closely as possible to that which the parties intended or would have intended according to the meaning and purpose of this distribution contract and / or the ancillary contract if they had recognised the invalidity or loophole.

§ 20 Data protection

The distributor agrees that their personal data may be processed and in particular stored and used for the purpose of implementing this contract. Data will only be transferred to third parties to the extent necessary for business purposes.

The current data protection policy may be viewed at <https://reico-vital.com/en/content/7-data-protection> and is available for download.

Customer data, which is known or made available to them by Reico for the purpose of executing the contract, that is stored by the distributor or is available to them in any other form must be immediately and irretrievably deleted by the distributor if the distribution contract ends or the customer is no longer assigned to the distributor.

§ 21 Corresponding documents (contractual components)

The following documents are considered additional contractual components of this contract and may be viewed in the current version on the portal:

- Attachment 1: Marketing Plan in the currently valid version
- Attachment 2: Commission Factor List
- Attachment 3: Fee Schedule
- Attachment 4: CI Guidelines
- Attachment 5: “Special Conditions for Breeders” information sheet pursuant to § 4
- Attachment 6: Partner Number Transfer Request pursuant to § 6
- Attachment x 7: Guidelines on fair conduct in advertising situations pursuant to § 14

Agreement to this contract and the additional contractual components is

to be electronically provided.

End of the document