

Affiliate Agreement

between

KB Vision Limited, 1 A Pope Street, London SE 1 3 PR (UK), Company No.: 7316163

Address for correspondence and operations: **KB Vision Ltd, Königstr. 52, 70173 Stuttgart, Germany**

Hereinafter referred to as **“KB Vision”**

The Person or Company enrolled as an affiliate will also be referred to as **“Affiliate”**

This agreement regulates the basic principles of a cooperation between the contractual parties named. Further integral part of the agreement is the attachment

Marketing Plan

The marketing plan includes the respectively valid remuneration regulations.

The Affiliate confirms to have taken note of and accepted the mentioned attachment.

1.

Introduction

KB Vision distributes precious metals such as gold around the world. The Affiliate receives the right to recommend precious metal sales as an independent recommender for KB Vision in accordance with the respective national laws and the following provisions.

2.

Obligations and position of the Affiliate

The Affiliate shall assure that they have fulfilled all statutory and regulatory requirements in order to be allowed to recommend precious metal sales in their respective country. The Affiliate shall register their trade with the responsible authorities and with their locally responsible tax office independently and provide evidence for all authorizations to KB Vision. As long as the Affiliate has not fulfilled named requirements, they may not commence their activity. The Affiliate shall be solely responsible for the fulfilment of all legal obligations, including obligations under trade law, tax law, labour law, competition law and other statutory obligations without exception. They shall duly inform the financial authorities about any recommendation commissions and shall pay taxes on them.

The Affiliate shall not be employed with KB Vision under labour law. They shall be an independent tradesperson and shall apply the due diligence of a prudent businessperson in their business. Furthermore, they shall behave in ethical manner and comply with the national laws regarding fair competition, the in-house statutes and regulations as well as the directives of KB Vision for business. The Affiliate shall always make sure that their actions do not violate any laws, regulations or regulatory requirements.

The Affiliate shall always protect the interests of KB Vision and make sure that KB Vision's reputation is not damaged.

The Affiliate shall continuously attend KB Vision's webinars and pass the knowledge gained there on to their subordinate recommenders.

**3.
Affiliate's authorities**

The Affiliate may only recommend the sale of such KB Vision products that are released for sale in writing by KB Vision according to the respective national law.

They shall be entitled to carry out advertising efforts; however, they shall coordinate any presentation with external impact that concerns KB Vision with KB Vision in advance.

The Affiliate shall not be permitted to issue any statements on behalf of KB Vision. Such statements shall not be binding for KB Vision, but possibly for the Affiliate who is solely responsible. The Affiliate shall not have any power of representation for KB Vision. They shall be liable for their own statements and shall release KB Vision from all consequences of unauthorized statements if necessary.

Moreover, the Affiliate shall not be permitted to accept any money on behalf of KB Vision. Customers cannot make payments to the Affiliate with the effect of discharging an obligation. The Affiliate shall not have any authority to collect on behalf of KB Vision.

**4.
Affiliate's obligations**

The Affiliate shall be obliged to always stay informed and to always keep their sub-Affiliates informed about the current products of KB Vision in the login of the KB Vision website, the recommendation system and all data and facts important to the customers.

They shall inform the customers about the KB Vision products in a truthful and professional manner and make the KB Vision website accessible to them.

They only may pass the content of the website and of the official documents on to the customers and may not change their content.

The Affiliate shall always protect the interests of KB Vision to the best of their knowledge and belief.

**5.
Affiliate's duties**

The Affiliate shall recommend the products released by KB Vision. Upon conclusion of a sales contract personally recommended by them, they shall receive remuneration in accordance with the remuneration plan / marketing plan in the attachment, unless they violate the obligations described above.

Furthermore, the Affiliate shall be obliged to recommend further customers and subordinate Affiliates (sub-Affiliates). If they successfully recommend the conclusion of precious metal sales contracts, the Affiliate and the sub-Affiliate shall also receive remuneration according to the remuneration and marketing plan.

The Affiliate shall not have any territorial protection and shall not have to comply with any territorial protection of other Affiliates.

6.
Express prohibitions

The Affiliate shall not be permitted

- to make public statements – especially statements to the press – about KB Vision, their business model, company policy, operating procedures or other internal knowledge,
- to use the logo or name of KB Vision or their letterheads without their permission, which may be revoked at any time,
- to provide information or make promises that differ from the contents of the KB Vision documents,
- to use material other than the original KB Vision brochures and KB Vision pre-printed forms,
- to sell original KB Vision documents or pass them on to unauthorized persons,
- to entice away any existing customers of the company KB Kapital & Business GmbH, Munich, of the company KB Vision Ltd., Seychelles or the contractual Affiliate, or to headhunt employees or Affiliates of these companies or other Affiliates irrespective from which country
- to use any KB Vision software
- to accept any money from customers
- to assign any claims against KB Vision to third parties.

7.
Confidentiality

The Affiliate shall be obliged to comprehensive protection of customers and sources as well as to comply with all regulations under the data protection law. Any violation of their confidentiality obligation shall not only render the Affiliate liable to pay damages, but shall possibly also render them liable to prosecution.

All named contents, especially working documents such as pre-printed forms, brochures, training and business documents, agreements – including the present agreement – shall be subject to copyright protection. The Affiliate may neither use these contents outside the business relationship nor pass them on to third parties, have them passed on to third parties or copy them, not even in part.

The obligations of the Affiliate described in section 1 shall survive the termination of this agreement without limitation. If this agreement ends or if the Affiliate does no longer require any documents of any kind from the present business relationship, they may not continue to use them. This shall especially apply to brochures, pre-printed forms and training documents. Any right of retention of the Affiliate regardless of the reasons shall be excluded.

8.
Claim for remuneration

Accrual and amount of any claim for remuneration of the Affiliate against KB Vision

shall be specified in the attachment, namely in the remuneration regulations in the marketing plan. The Affiliate shall not have any claims for payment against the customer and may not demand any remuneration from them.

Each payment of remuneration to the Affiliate shall require that the customer has paid for an amount of precious metal determined in the remuneration plan without reservation.

If the customers recommended by the Affiliate conclude ongoing purchase agreements, the Affiliate shall be obliged to support the customers to the best of their ability, as their remuneration depends on the duration of the purchase agreements. If the purchase agreement is not performed by the customer until the amount of the possibly pre-financed remuneration of the Affiliate is completely achieved, the Affiliate has to anticipate the cancellation of their claim for remuneration, at least in part.

9.

Accounting

The Affiliate's claims for remuneration shall be calculated daily. The Affiliate can view their accounts via their personal access data online. Any objections shall be made within 10 working days. Thereafter, the account shall be deemed as acknowledged.

Payments of remuneration shall be made monthly and exclusively via a debit card to the account indicated by the Affiliate with the effect of discharging an obligation in the credit memo procedure.

10.

Value-added tax

Remunerations shall always be paid net, i.e. excluding VAT, even if the remuneration is subject to turnover tax. If the Affiliate desires payout of the value-added tax, they shall fulfil the required statutory requirements of the respective country and provide evidence for this to KB Vision. In this case, the Affiliate shall be obliged to prepare a lawful invoice for KB Vision on a weekly basis that shows the value-added tax.

All requirements and conditions of the responsible financial authorities in the respective country shall be clarified by the Affiliate and communicated to KB Vision, as well as any possible duties to cooperate of KB Vision. If the Affiliate fails to provide corresponding notifications to KB Vision, they shall be liable for any resulting damage themselves and shall release KB Vision from all claims.

11.

KB Vision's obligations

KB Vision shall provide a homepage that provides general information and is updated on an ongoing basis. The Affiliate shall also receive all necessary information and forms via the links available there.

KB Vision shall thus provide the Affiliate with all necessary sales and training documents as well as pre-printed contract forms online in a download section from which they can download the required documents.

If the Affiliate desires to receive supporting material on paper, they can purchase it according to the price list on the website.

For further inquiries, KB Vision shall maintain a support centre that supports the Affiliate in several world languages in case of uncertainties.

KB Vision offers regular training options on the internet (webinars) in order to keep the Affiliate updated in all areas of their activities.

KB Vision shall inform the Affiliate immediately about any product change, about changes in the sales or accounting system as well as about news that could be interesting for the Affiliate.

KB Vision has their own software accounting system via which the Affiliate's claims for remuneration are calculated on a daily basis. KB Vision shall pay any due remunerations once a month out to the Affiliate according to the respectively applicable remuneration regulations in the current marketing plan.

In doing so, they shall consider the structures of the Affiliate's sub-Affiliates established by the Affiliate and comply with the underlying organisation protection.

KB Vision shall be obliged to inform the Affiliate at any time about such topics that are of importance for the Affiliate's activity.

12.

KB Vision's authorities

The Affiliate shall permit KB Vision to contact them at any time.

KB Vision shall be authorized to give instructions to the Affiliate if this is necessary for successful business. In all other cases, the Affiliate shall not be bound by instructions.

KB Vision shall furthermore be authorized to update the remuneration regulations and the marketing plan provided in the attachment upon prior announcement. These attachments shall insofar be subject to alteration.

Upon introduction of new regulations, the replaced regulations shall no longer be valid, unless otherwise provided by KB Vision. Agreements already concluded shall have the right of continuance in accordance with the regulations applicable at the time of conclusion of the agreement.

13.

Duration of agreement / Termination

The agreement shall be concluded for an indefinite period of time. It may only be terminated for good cause by any of the contractual parties in writing according to the respective national regulations.

Good cause shall e.g. be if the Affiliate turns out to be unreliable, especially if claims are made against KB Vision because of them or if KB Vision is given a written warning due to the Affiliate's infringement. KB Vision shall also be entitled to terminate without notice if the Affiliate has committed serious breaches of contract that could impair rights or reputation of KB Vision, of another Affiliate or of a customer. This shall especially include violations of confidentiality or data protection obligations and the prohibition of collection and enticement if the Affiliate has provided incorrect contract details or has incurred a penalty.

Furthermore, KB Vision shall be entitled to a right of termination without notice if the Affiliate continues any breaches of contract despite KB Vision's written warning or fails to comply with KB Vision's instructions.

14.

Contractual language

Contractual languages shall be German / English. Any correspondence in another language shall be translated into German / English at the Affiliate's expense, risk and responsibility. KB Vision shall not be responsible for translation errors.

15.

General Terms and Conditions

KB Vision shall not use any General Terms and Conditions. Any General Terms and Conditions of the Affiliate shall not be recognized by KB Vision and shall not be applicable.

16.

Mediation

Place of jurisdiction

Where disputes arise between the parties on the basis of the contractual relationship, they shall be amicably settled via an acknowledged mediator in Germany.

If mediation fails regardless of the reasons, any disputes shall be resolved in German courts according to German law. Place of jurisdiction shall be Stuttgart.

17.

Written form

Changes or supplements to this agreement shall be made in writing. If a Affiliate fails to notify substantial changes such as change of name or address, any statements made by KB Vision to the names and addresses included in this agreement shall be deemed as served upon mailing.

18.

Severability clause

Should any provision of this agreement or its attachments be or become ineffective or infeasible in whole or in part, it shall be replaced by such provision the parties would have wanted if they had been aware of the problem. This shall not affect the remaining provisions of this agreement which shall remain effective without the need to conclude a new agreement.