

# Business Regulations



## Definition

- Business partner = Authorized Consultant after their application and the authorisation by i-like.
- i-like = i-like Metaphysik GmbH
- Business partner documents = all documents officially published by, or approved by, i-like
- Products = all products and offers marketed by i-like
- Agreement = contains the marketing plan, the privacy policy and these business regulations between the parties. Amendments are only valid if released by the company in writing.

## Business partners

A business partner cooperates with i-like on his own responsibility.

- A) Sales: The business partner acts in his own name, as an authorized consultant. He can notify the customer about i-like and motivate him to shop in the i-like webshop. Public direct sales (stores, etc.) are not permitted. The exception is a registered business partner with his own business
- B) Networking: The business partner directly and indirectly supports the recommendation of products and services within his group and receives a commission on all products grossed within his group (payout according to marketing plan).

## Amendments to the contract

- A registered customer can apply for a business partner number. Therefore he has to submit the completed application form (according to his residential country). The conditions for the status business partner (at the beginning Starter-Partner) is the authorisation by i-like Metaphysik GmbH. For approval or rejection of a request, the company does not have to account for their decision.
- The company is entitled to modify the contractual rules with regards to the type and nature of the partnership, the terms and conditions of the marketing plan, and the payout method for deferred rebates at any time.

## The business partner agrees:

- That only authorized business partners of i-like may sell i-like products and participate in the marketing program. Any trading via other channels (Ebay, online trading, retail chains, etc.) is strictly prohibited!
- That the business partner acts as a separate, independent consultant when representing the company during his principal and secondary activities and when developing the sales organization. The business partner is not entitled to claim that he is an employee or representative of the company. The business partner cannot engage into financial commitments or guarantees in the name of the company.
- That the business partner is responsible for his business decisions, expenses and losses and not the company i-like. A reference to statements made by representatives of the company is not possible, unless it is documented in the contract or in business partner documents.

- That it is the responsibility of the business partner to comply with statutory regulations, to keep correct accounting, and to make tax payments.
- To comply with company policy and procedures.
- To conduct his product consultation in an ethical and professional way.
- That it is prohibited to make changes to products and packaging as well as to use the brand name for deceptive purposes.
- That the business partner has no rights to the trade marks. Trademark rights remain with the company.
- It is also prohibited to mix i-like products with other products, and to use the properties of i-like products for advertising other products.
- That it is explicitly prohibited to use any media advertising for products, the company or the business opportunity in a way other than approved by the company. The copyright on all advertising approved by the company remains with the company and may be made accessible to all business partners.
- To only provide information (or corresponding customized information) to new business partners and interested parties which stem from i-like directly. Statements in regards to healing effects are prohibited completely.
- To only sell products from the company.
- That the company is not obliged to accept an order of a business partner.
- That no order may be placed in the name of another business partner, unless a special permission of the other business partner has been obtained.
- That the business partner is not entitled to a payment for the support of a new business partner or his introduction to the company, other than what has been agreed upon in the marketing plan.
- To refrain from using the name i-like or company logos without written permission, and to use it only in accordance with contractual agreements. Any reference to the name i-like in advertising material must be accompanied with the words "Independent partner or Consultant or Business partner".
- To refrain from copying, distributing or using materials, video footage, etc. which were not supplied by the company, unless the material has been approved by i-like in writing.
- Privacy: customer and business partner data shall be used exclusively in connection with i-like products, consulting and recruitment. Any other use, such as inviting the purchase of i-like products and offering products of a different make, violates privacy laws and entails, following a prior warning, an immediate termination of the contract. The current data protection regulations apply and the business partner agrees to protect this data within the legal framework.

- That the business partner may personally offer other products and services from other companies to his customers, if those don't compete with the products from i-like. Attention must, however, be paid to the foregoing paragraph (protection of i-like data)!
- During and after the contractual period, the business partner will conceal all information concerning the company and other business partners, unless they are publicly available. In addition, the business partner may use this information only for the benefit of the company.
- That, if the business partner violates one or two of the previous points, the company may terminate the contract without advance warning.
- That, after the termination of this agreement, the business partner must voluntarily submit all documents and records of the company's sales structure and its members to the company immediately, regardless of who created the records or documents. Any collected customer and consultant data must be deleted immediately.
- That the minimum age of a business partner is 18 years.
- That it is prohibited to solicit existing business partners who are already sponsored by another person within the i-like program. That the poaching of business partners after prior warning may lead to the immediate termination of the contract.
- That business partners may only be registered under a new sponsor after a period of inactivity of at least 90 days.

#### **Rights of the business partners**

- The business partner may offer recommendations and advice concerning the products and business opportunity according to legal regulations in his country.
- All requests as i-like business partners must be submitted to the company at the above address. Usually, a new business partner application is processed online through the webshop. There is no registration fee.

#### **Termination of the contract**

- Both parties can terminate the contract by giving the other party notice at least 3 months in advance.
- Immediate termination is possible if a notice does not appear reasonable. In the company's case, this is especially true if the business partner violates the contract in a major way or breaches the rules and does so repeatedly despite warning.
- The business partner may assign or transfer the object of the partnership or dispose of it in other manners by obtaining the prior written agreement of the company. A written request has to be submitted.
- In the case of the business partner's death, the contract will go to the person entitled to by succession or the business partner's testament.

- Any change in the business partnership agreement in terms of owner, name, transfer or change of sponsors in exceptional cases occurs only after an official request to i-like and the subsequent approval by the management of i-like. i-like does not have to justify a rejection of the changes.

#### **Company and partnership**

- This agreement must be approved by an authorized representative of the partner company. This is usually done by means of the online registration.
- In order to become a business partner, the candidate may not have been a business partner for a period of at least 90 days. However, an existing business partner may change his status from "individual person" to "company" or "freelancer" under the same sponsor.

#### **The company agrees:**

- To make available quality products to the business partner in accordance with corporate policy and the marketing plan.
- To do everything possible to deliver the ordered products to the customer.
- To pay out commissions (earnings based on the marketing plan) immediately; generally, no later than 20 days after the end of the month.

#### **The company reserves the right:**

- To make changes to the content, the description and the selection of products including changes to the marketing strategy, the marketing plan, the privacy policy, prices and conditions as can be found in the business partner literature from time to time. The date on which the changes take effect is defined by the company.
- Commission payments are only made to business partners registered under tax laws in the EU, the European Economic Area or Switzerland (CH). Other countries and continents are taken into consideration but can't be served at present.

#### **Waiver**

- If the company relinquishes the enforcement of a contractual condition at a given point in time, it does not mean that the enforcement of this condition is waived in the future.

#### **Conflict**

- If conflicts occur between the contractual agreements and other publications from the company, the contractual agreements take precedence.
- The court having jurisdiction is that from the company's registered address.

#### **Severability**

- If a contract regulation proves to be illegal, unenforceable or incorrect, the remaining contractual arrangements remain in place and effective.

#### **Force majeure**

- The company is not responsible for the non-fulfillment of obligations, if the reasons are beyond its control.

# Business Regulations



## Validity date

- The contract enters into force once the company agrees to its terms and conditions.

Rebstein in May 2018, i-like Metaphysik GmbH, GBR-Zentrum, 9445 Rebstein