

General Terms and Conditions of Trading

Congratulations on your future partnership with G.O.T.!

Step One

It is vital to accept our General Terms and Conditions of Trading in full in order to build a legally binding trading partnership between G.O.T. and our customers/distribution partners. As there are no obligations of any kind, there will be no risks. We are looking for partners not victims! So do not let agreeing to these terms put you off – it is merely a formality.

Step Two

To activate your trading partnership, an initial order of one Tray of Orgasmus® Energy Drink (24 cans) will be required. In the absence of an initial order your registration will in time be deleted.

1. Effectiveness of Contract

By returning your application for a business partnership you are automatically agreeing to the terms and conditions outlined in the application pack and all such related documents quoted in the contract. You are thereby becoming actively involved with G.O.T. by being a business partner. A contract will be formed by G.O.T.'s acceptance of this application and upon receipt of the relevant forms and all related documents. Parties to this contract (Business Partnership Contract) will be the persons as stated in the contract making the application and G.O.T. – Ewald Goelles, VAT registration number ATU51106002, registered head office at Murfelderstrasse 61, AT-8041 Graz, Austria. G.O.T. – Ewald Goelles will be referred to from here on as G.O.T. G.O.T. reserves all rights to decide whether or not to accept this application and whether or not to enter in any contractual agreement. In case G.O.T. does not accept your application, you will be notified of this decision in writing. WITH ACCEPTANCE OF YOUR APPLICATION A CONTRACT WILL BE FORMED BETWEEN YOU AND G.O.T. AND WILL BECOME LEGALLY BINDING.

2. Acknowledgement

You are hereby acknowledging and agreeing to the terms and conditions of this contract, the guidelines on data protection as well as G.O.T.'s general terms and conditions of trading. You agree to be bound by the terms and conditions of the contract.

3. Company Statutes

G.O.T. is an organisation that endeavours to sell its products only to the private retail market (retail network). However, should you wish to contact the establishments in the catering trade, petrol stations, beverage wholesale business, etc. you must have a formal trading qualification or officially recognisable sales experience in the beverage wholesale sector. Our business partners are obligated to provide an exemplary level of customer service also to those parties, he/she has not been able to establish a formal business partnership with. Should our business partners decide to end their trading relationship with G.O.T. they shall pass on their existing customers to the Upline or Downline providing that they are still active. G.O.T. reserves the right to change its marketing plan to its advantage at any time, should G.O.T. deem this to be necessary. The selling price as set by G.O.T. shall not be altered in any way by any of the business partners.

4. Contract Term Time

The contract takes effect with the electronic signature for one year and may be terminated by either party giving three months' notice by the end of each quarter. Should the contract not be terminated it will be automatically extended by a further year.

Should there be an important reason, both parties may terminate the contract without adhering to the notice period. Important reasons for G.O.T. to terminate this contract without notice may be:

- You are trading with products that G.O.T. considers to be direct competitors and continue to trade despite being served a formal warning.
- You have provided misleading or falsified data in your profile or application form (such as forename, family name, date of birth, etc.)
- You make changes to the company ownership structure, statutes of your company set-up, or change names of persons to whom the company or business partnership is registered, unless G.O.T. was not in a position to refuse agreement to such changes.
- You do not keep up your payments or liquidation/bankruptcy proceedings are instigated against you and your property, or when an application for such proceeding is not upheld for reasons of these not being deemed financially viable.

Notice of termination must be made in writing. In case of termination without notice, you lose all rights to bonus points and commission payments.

5. Amendments to the contract's terms and conditions

G.O.T. may amend the contractual terms and conditions in part or full, including any documents related to this contract. Such changes will be communicated by email or will be made public at training or seminar meetings. All changes will remain effective until such date as stipulated in the communication.

6. Transfer

Contractual demands, rights and responsibilities may only be shed or transferred with G.O.T.'s explicit prior agreement.

7. Status of self-employment or independent company owner

You are not employed by nor are you a representative of G.O.T. The business partnership contract does not form any kind of employment relationship between you and G.O.T. You act as an independent company owner within the framework of this contract, in your own name, on your own account and at your own business risk.

No stipulation in this contract may be interpreted in any way that may lead to an employment relationship being formed or that may lead to giving such an impression. You hereby declare that you will not take recourse to any such demands.

- a) You accept that you take sole responsibility for any costs incurred by you relating to your activities as a G.O.T. business partner. G.O.T. will not demand any particular effort, time or financial input. Furthermore, G.O.T. makes no commitments at all for remuneration for the time and money invested by you to the business partnership with G.O.T. or your trading activities with/for G.O.T.
- b) You explicitly give permission to G.O.T. for collecting, processing, using, making public and/or licensing of photographic materials, or audio/visual materials bearing your photograph and/or recordings of your voice, for marketing and other legal purposes in any kind of medium as long as this is in accordance with the Data Protection Act.
- c) You accept full responsibility to fulfil all legal and fiscal obligations relating to your contractual activities within the relevant legislation, regulations and guidelines. Furthermore, you agree not to engage in any activities that may harm G.O.T.'s image or the image of any of G.O.T.'s business partners, or that of any names or brands that may be related to G.O.T.'s ideological corporate values.
- d) To have the right to any commission or bonus payments an active subscription of one (1) tray (24 cans of Orgasmus® Energy Drink) must be upheld. Commission and bonus payments will be withheld when subscriptions are inactive and these payments will not be paid out and cannot be credit towards future payments.

8. Organisation of Sales

You shall take full responsibility to engage in and practice any training programmes offered to you for purposes of sales and customer service as soon as possible. A standardised presentation is therefore obligatory and may not be compromised.

Only promotional materials may be used that have been explicitly made available for this purpose and that are available in our shop. All products and items of merchandise are subject to copyright laws and no materials or items of merchandise may be produced or re-produced without our explicit consent.

Any forms of circulars and communication of any kind, which may be made available by group leaders, must be presented by email to G.O.T. They may only be used and circulated after G.O.T. has explicitly consented to this. G.O.T. reserves the right to use and circulate any scripts or motivational ideas presented to us to other business partners. G.O.T. reserves the right to all copyrights which are directly related to its business.

9. Confidentiality

All business partners hereby mutually agree to keep confidential all confidential information obtained in the course of business, as well as all internal processes and those not intended for the public and to keep those confidential also after termination of contract, not to use those in any way or make those available to third parties.

10. Dispatch Control Check

You shall be obligated to check all goods prior to dispatch. Should you fail to comply and should, as a result of this, any litigation or compensation claims be instigated by our customers or other third parties, you shall be obligated to G.O.T. to take full responsibility for such litigation and compensation claims, if this damage caused to third parties may be attributed to your failure to comply with this contract.

Irrespective of any agreements you may have made with customers, you shall not be permitted to alter any of G.O.T.'s goods or trade these under a different name.

11. Advertising, Trademark

G.O.T. shall make available to you any advertising aids as downloads (logos, folders and price lists, etc).

12. Subcontracts

Without prior written consent you shall not be permitted to engage in any distribution or customer service contract agreement with traders (subcontractors) or to alter any subcontract previously agreed to by G.O.T. The decision on permission or refusal of an agreement to a subcontract shall be returned to you within one month of receipt by G.O.T. of such written application. Reasons for refusal of agreement shall be provided in writing. G.O.T. shall only refuse to agree to a completion, alteration or termination of such subcontracts if relevant justifiable reasons have been presented.

13. General Terms and Conditions

All products traded by G.O.T. and all products purchased by consumers are subject to the general terms and conditions of trading in their currently relevant edition, which are available in the business partners' price list. G.O.T. reserves the right to amend and update this price list at any time. The edition valid at the time of completion of contract is known to you. All alterations to general terms and conditions of trading shall be made known to you by no later than one month prior to their taking effect by making the amended text available to you for viewing.

14. Remuneration

If a business partner contract is agreed and completed and, providing that you abide by this contract, you shall receive payments in the form of commission pertaining to G.O.T.'s sales and marketing plan and for your distribution of G.O.T.'s products to end consumers and for your efforts in the form of training, motivation, organisation and support to other business partners, who in turn distribute goods to end consumers.

The level of commission payments according to the G.O.T. sales and marketing plan is based on your sales of G.O.T. products to end consumers by you and your group (downline). The G.O.T. sales and marketing plan does not stipulate any commission payments for the purchase of G.O.T. products which are not distributed to

end consumers. Because of this and to guarantee the integrity of the plan all G.O.T. products shall be excluded from calculation for commission payments of that month, if it is established that less than 70% of G.O.T. products are distributed by business partners to end consumers. Usually, you shall receive these payments within 30 days from the end of the relevant month. The amount payable shall be calculated based on the turnover of the preceding month and because of this shall be paid in intervals.

15. Distribution of Competitor Products

You hereby agree to not distribute any similar products without G.O.T.'s prior written consent.

Following termination of contract you shall not distribute any similar goods for two years (contract penalty). However, should this be the case, you shall apply to G.O.T. in writing and distribution may only begin upon receipt of written consent (e.g. beverage wholesale distributors).

16. Termination

You may give notice of termination of this agreement with G.O.T. without reason at any time by making a written declaration of termination to G.O.T. at the address stated in this agreement. You acknowledge that G.O.T. may have the right to terminate this contract extraordinarily if a violation of contract or of any documents pertaining to this contract by you is made evident. G.O.T. reserves the right to take any other necessary action within the terms and conditions of trading as per this contractual agreement prior to termination of contract.

17. Documentation

The purchase of sales aids for the purpose of facilitating the sale of G.O.T. products is voluntary. This includes written documents, audio, video and multi-media productions, internet technologies, accreditation and award systems outside of G.O.T.'s available framework, meetings and events, as well as all possible materials and techniques used in these to advertise G.O.T.'s products, also including coupons, vouchers, entrance tickets and standing order/subscription programmes. G.O.T. business partners shall inform their customers if they intend to draw income from the sale of such documentation. No pressure shall be applied on anyone to buy or sell such documentation.

18. Terms and Conditions for Ordering and Distribution

As a G.O.T. business partner you may place orders solely via the internet. Upon receipt of goods they shall be invoiced and dispatched to you by parcel service or placed in readiness for collection by you provided that this has been agreed with us by telephone. In the case of dispatch by parcel service, you shall bear all cost of postage and packaging, and any fees due for C.O.D. (Charge on Delivery). Deliveries are usually made within 3 to 6 business days. Deliveries are insured and claims can only be made directly with the delivery driver.

Right of Withdrawal: the consumer has the right to withdraw from an order in writing without any reason within 7 business days (Saturdays do not count as business days). The period commences on the day of receipt of the goods. To adhere to the withdrawal period the timely dispatch of the notice of withdrawal shall be sufficient. The cost of dispatch of returned goods shall be the sole responsibility of the customer and will be debited to their G.O.T. account.

19. Court of Jurisdiction

All contracting parties hereby agree to submit to the jurisdiction of the relevant Court of the Austrian city of Graz in the course of any claims or litigation proceedings resulting from or in connection with the contractual agreement. The local jurisdiction of the District Court Graz-Ost shall be agreed.

20. Applicable Legal Framework

This trading agreement, including matters concerning its valid completion, its effects and impacts will be interpreted, construed and enforced in all aspects solely in accordance with the laws of the Republic of Austria. In case of any disputes, the General Terms and Conditions of Trading are in force in its German version. Available translations in other languages serve as approximate guidelines only and do not bear any legal relevance.

21. Requirement of Written Form

The contents of this agreement can only be amended or added to by both parties signing such instrument. A written agreement is also required for the deviation of the written form.

22. Exchange of Communication

All exchange of communication between contractual parties must be made in written form to, unless otherwise specified in this contract, the various parties' addresses as stipulated in this contract, and by recorded delivery, or to an alternative address previously communicated.

23. Default Interest

Independent of liability, the party in arrears shall pay default interest. Default interest is 6% p.a.

24. Enclosures

All enclosures to this contract form an integrated component of this contract, unless specifically intended otherwise.

25. Fees

There are no intended licence, registration or royalty fees. If any, they may only be levied by G.O.T. Should anybody have paid any fees unjustifiably, the recipients should be made known to G.O.T. immediately.

Expenses incurred by third parties (entry lines, cancellation fees, return of deliveries, etc.) will be debited to your internal G.O.T. account.

CAUTION: With bank transfers, ALWAYS write your partner number in the "reference" field, do not use any letters or other symbols.

Transfers without partner number or with letters and other symbols will automatically returned by the system. Any costs incurred by this shall be debited to the respective G.O.T. account.

To make cost effective transfers, a Swiss bank account has been opened, which only Swiss partners may pay in.

As Switzerland is not a EU member country, very high fees apply, which we must charge to the respective G.O.T. account. Some fees may be collected by the bank directly so that the actual payment amount turns out lower than required on the order, in which the order cannot be processed.

26. Non-assignment Clause

You are not permitted, to assign or pledge claims against G.O.T. in part or in full.

27. Waiver of Appeal/Contractual Exclusion of Set-off

All parties to this contract hereby declare that the services as agreed in this contract are appropriate and in balance. Therefore, both parties to relinquish the right to dispute this contract for whatever reason, and/or to claim that this contract was not rightfully completed and/or is void.

You explicitly waive the right to make any set-off claims against G.O.T., in whatever deed or legal relationship, or to withhold or to detract any owed payables.

28. Contract Penalties

If you are in breach of any points of this contract, you shall, independent of negligence, pay a contractual penalty to the sum of €3,000.00 per breach and per day. This is not subject to judicial mitigation.

29. Legal Succession

The rights and responsibilities of this contract shall subrogate to the respective legal successors.

30. Severability Clause

Should any terms of this contract become ineffective and void, the validity of the remaining terms shall remain unaffected.

The void or ineffective term shall be reinterpreted or supplemented so that the commercial purpose affected by the void or ineffective term can be best achieved. This also applies to any eventual loopholes.

By agreeing to the General Terms and Conditions you hereby declare that the information provided to you is true and correct.

Now, nothing can stand in the way of a prosperous business partnership. From now on, we are on a first-name basis.

We wish you all the success with the setting up of your consumer network of our Orgasmus® Energy Drink.