

smovey application

For the conclusion of a smoveyLICENCE and distribution partnership.



smovey GmbH

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PLEASE COMPLETE IN BLOCK CAPITALS!

①

MY PERSONAL DATA

Ms Mr Company

First name Surname

Street and number Postal code and town

Phone E-mail

Date of birth Company name

I am:

Small company Entrepreneur with UID number:

My current training status according to smoveyACADEMY: smoveyPRESENTER smoveyWALKING-Guide
 smoveyCOACH smoveyADVANCED-Trainer⁺

②

MY BANK DATA

for the monthly commission payments

IBAN No. BIC/SWIFT

Credit institute

Account holder

③

MISCELLANEOUS DATA

Name of sponsor smoveyID of sponsor Signature of sponsor Place / Date

I herewith confirm that I have carefully read and understood the terms of the contract and am in agreement with the contents of the contract. I have had sufficient opportunity to clarify diverse questions with my sponsor/smoveyCOACH. The applicant agrees that the company smovey sends all product and sales information by e-mail. Your consent may be withdrawn at office@smovey.com any time.

Unterschrift Antragsteller

Ort / Datum

Payment of the licence & administration fee (called LAF in the following) is due upon receipt of the invoice to our bank account by way of bank transfer. Following the receipt of your completed application and the LAF of € 99 (incl. 20% VAT), you will receive the digital welcome letter, including your smoveyID, directly from smovey GmbH. This contains all the documents you need for a successful start. **Please send the completed original document, signed by your smovey COACH by mail to: smovey GmbH, Prof.-Anton-Neumann-Straße 8, 4400 Steyr, Austria.**

INTERNATIONAL AUTHORISED PROVIDER AGREEMENT

1. BASIS OF CONTRACT:

1.1. smovey GmbH, based in Prof.-Anton-Neumann-Str. 8, A-4400 Steyr, sells sport, fitness equipment and movement device directly via independent authorised providers (AP) to end consumers. To this end, AP are given the chance to establish their own distribution networks using subagents and to also involve smoveyEQUIPMENT in their training as coaches/trainers after completing contractually agreed training programmes. smovey GmbH reserves the right to enter into special contracts, e.g. with institutions, hotels etc, under special conditions and to establish other sales channels apart from direct sales as necessary. This especially applies to the medicinal/therapy segments, which require more training than is offered by the smoveyACADEMY e.g. pharmacies, orthopaedic and rehabilitation specialist retailers etc... !

1.2. The authorised provider and smovey are to work together to implement the smoveySALESSYSTEM. The authorised provider will carry out their tasks personally as a self-employed businessperson. That means that authorised providers can only be natural entities that exclusively carry out their tasks in their own name and not via third parties or in the name of third parties. The authorised provider shall observe the specific regulations of the smoveySALESSYSTEM, the smoveyRENUMERATIONPLAN and any guidelines issued by smovey concerning the use of smovey's special rights as well as training requirements. These are all components of this contract.

2. REGISTRATION, smoveyPROGRAMME, TASKS AND COMMENCEMENT OF CONTRACT:

2.1. REGISTRATION

If the contract is entered into online, it shall commence once the authorised provider completes the official online registration provided by smovey, confirms their agreement with the contractual conditions by clicking on the relevant button, submits this to smovey and once smovey accepts and confirms the offer via email. The contractual conditions can be downloaded and printed out when entering into the contract online.

If the contract is entered into offline, it shall commence once the authorised provider has completed their application in full (without changes, additions and/or edits) and sends a signed copy to smovey, and smovey assesses the application in accordance with the stated requirements and accepts the application via post or email.

2.2. Only once the AP has completed the course required by smovey at the smoveyACADEMY can the AP offer certified coach/trainer fitness programmes under the smovey brand. See section 4.2. The AP may only provide the programmes and concepts offered as part of the smoveyACADEMY with a clear indication that these are part of the smoveyPROGRAMME. Coaches/trainers without valid licences may not use the smovey brand for their courses and/or activities! The coach/trainer is obliged to participate in further training at the smoveyACADEMY at least once per year (this also includes webinars, smovey GmbH team meetings, conventions etc of at least 4 hours), and to carry out their training in accordance with the recommendations of the smoveyACADEMY. For the professional carrying out of their training, the AP shall have access to the smoveyMEDIACENTRE with up-to-date fitness video material. The AP may only use the provided smoveyMUSIC exclusively for their smovey activities. The music provided is not subject to royalty fees in the EU and Switzerland.

2.3. REQUIREMENTS FOR CONTRACT CONCLUSION:

- a. The applicant is completely legally competent.
- b. The applicant and/or their spouse, partner and/or any relatives sharing a joint residence with the applicant have not been active within a smoveyORGANISATION within the last 6 months and not submitted an application for any other provider.

c. The applicant is obliged to pay the annual LAF of €99 (including statutory VAT). In return, the contractual provider shall receive support in sales and marketing, and commission. If the company rejects the application, the LAF shall be refunded. An AP application can be registered on any day of the year, and is valid for exactly one year. If the LAF is not paid despite smovey approving the application, no contract shall commence. In this case, the AP shall have no right to associate or carry out any activities with the smovey brand and/or act as a smovey GmbH AP.

2.4. TASKS

a. SALES: The authorised provider sells smoveyPRODUCTS to end users in the name of and for the account of smovey as a retail representative. If the customer purchases the goods for resale, he acts as an authorised distributor in his own name and on his own invoice. The AP shall promote products using their own online shop or within courses, trainings or workshops if they have completed the required training at a smoveyACADEMY. In Germany, the AP role is a part-time retail representative role.

b. SETTING UP A SALES TEAM: As well as setting up a sales team for the exclusive promotion of product sales to end users, the AP must constantly develop and support this downline. The passive use of the AP's own downline is considered by smovey a violation of section 2.3 and is sufficient grounds for terminating the contract.

c. TRAINING: The authorised provider is to introduce, use and train with the smovey product range within their own training courses, workshops or seminars in the smovey name. The commercial use of the smoveyPROGRAMME and the smovey name is only permitted as long as the AP pays the LAF and upholds the requirements outlined in section 2.2. and 4.2.

2.5. STATUS AND OBLIGATIONS

a. The authorised provider shall register their business at the relevant local authorities as a self-employed businessperson e.g. in Spain, this would be the local tax office, in Belgium the Banque-Carrefour des Entreprises using a 'Guichet d'entreprise agréé' (http://economie.fgov.be/fr/entreprises/vie_entreprise/Creer/Guichets_entreprises_agrees/#.U9iZ9qM3Pis).

b. The authorised provider shall provide smovey with a VAT registration insofar as this is legally required. If the AP does not have a VAT ID number, smovey shall presume that this AP is not eligible to pay VAT and reserves the right to pay commission without VAT.

c. The authorised provider is solely responsible for the fulfilment of their own obligations with regards to tax and social insurance.

d. In France, the AP generally has the status of VDI (Vendeur à Domicile Independant). The AP shall register their business as such (RCS) if they have been a VDI for three consecutive years and their commission each year exceeds social security contributions by 50%. smovey shall calculate social security contributions for French APs every three months based on the AP's quarterly commission. smovey shall retain the authorised provider's contributions and calculate the amount to be paid by smovey based on the individual authorised provider's remuneration. Both amounts shall be paid from smovey to the 'Unions de Recouvrement des Cotisations de Sécurité Sociale et d'Allocations Familiales'.

e. In Italy, the authorised provider has the status of a IVDD (Incaricato alla Vendita Diretta a Domicilio). smovey shall calculate income tax and social security contributions for Italian authorised providers based on the relevant commission.

2.6. DISTRIBUTION REQUIREMENTS:

a. This contract applies exclusively to the EU, UK and Switzerland (other approved countries can be requested via office@smovey.com).

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b. When selling smoveyPRODUCTS, the authorised provider must ensure the high quality requirements for presentations and training requirements are met. Other sales formats shall not be tolerated if they do not correlate with the direct sales consultation profile or the smovey product image. This includes sales at weekly markets, bazaars and online auctions (e.g. eBay), Amazon or Shpock. The smovey product range may only be sold under competent guidance, implementation and support. This also applies to an AP's own online shop. These must include the exercise instructions provided by smovey on their website (e.g. via a link).

c. Spouses, partners and any other relatives sharing a joint residence may not become authorised providers in a sales group/downline within the same line.

2.7.BEHAVIOUR TOWARDS CONSUMERS, OTHER DUTIES:

a. The authorised provider must refrain from dishonest behaviour, and must end a sales consultation immediately when asked by the customer. The authorised provider shall not contact consumers via telephone or email without the consumer's express permission.

b. Within the first seven days of signing the contract, authorised providers resident in the UK or Ireland shall not place any orders exceeding either GBP 200 (UK) or EUR 290 (Ireland), including the LAF.

c. The authorised provider must ensure that the products they sell are only the versions allocated for sale in their relevant country.

3.REMUNERATION:

3.1.As remuneration, the authorised provider shall receive commission for their sales of products to end consumers and for the mediation of product sales by their subagent organisation, which shall be calculated in accordance with the smoveyREMUNERATIONPLAN. The authorised provider shall check all account statements received, and shall inform smovey immediately of any doubts.

3.2.The authorised provider shall inform smovey immediately about their eligibility or choice to pay VAT in a notification including their tax number and a copy of a written confirmation from their relevant tax office. In Spain, the authorised provider may opt for the 'Recargo de Equivalencia' system. In this case, smovey has the right to invoice equalisation payments.

3.3.In Italy, the authorised provider is legally considered an occasional trader free from VAT obligations as long as their net income does not exceed €5000 (€6410.25 minus 22%).

4.PRESENTATION, BRAND USE AND INTERNET:

4.1.While carrying out their contractual activities, the authorised provider shall describe their role as 'Self-Employed Authorised Provider for smovey GmbH' (VDI in France or IVDD in Italy, whereby the AP is responsible for ensuring their IVDD ID Tesserino card is extended as applicable). Depending on their level of training, the AP may also describe themselves as a smovey-COACH or smoveyTRAINER.

4.2. Any further use of the company name, smovey brand and other smovey product names is not permitted unless this use is allowed in accordance with smovey's sales requirements, has been approved by smovey and/or complies with the following:

The 'smovey - health in your hands' brand, our patents and registered designs are important assets of the smovey GmbH company. smovey GmbH's corporate identity is characterised by these, and is integral to the company's success. Therefore, smovey GmbH places great importance on the diligent, proper use of the brand in order to differentiate smovey products and ser-

vices from those of competitors, and to make these uniquely and clearly recognisable to users worldwide. smovey GmbH sells, for example, the unique sport, fitness and therapy device called the 'smoveyVIBROWSING system' (ring system with free-moving balls within a spiral tube), which is available in a range of options, as well as special fitness programmes, music, clothing and accessories with the smovey brand, especially under the brand. In order to guarantee the recognition value of the brand and corporate identity, and to avoid damage to the brand, authorised providers must strictly adhere to this provision.

The word 'smovey' is made up of the three words 'swing-move-smile(Y)', and supports the smovey programme's philosophy: swing to increase joy in movement and bring a smile to people's faces.

'smovey' also describes variations on the sport, fitness and therapy device, as well as all possible fitness and movement programmes and additional products such as clothing and accessories with branding.

Patent offices and lawyers provide smovey with legal support in protecting smovey GmbH's customers, licences, sales and the company from third parties that imitate, counterfeit or violate smovey GmbH's products and/or services.

Use of the brand is exclusively permitted by sales partners and trainers with valid licences, and these are contractually obliged to uphold guidelines for use of the brand.

The following brand use requirements must be observed:

- When using the brand, always show that it is a registered brand by using ®. This also applies to any use in print or written promotion.
- The word 'smovey' must always be written in lower case letters. If another word is added to smovey, then 'smovey' must be lower case and the other word must be all capitals e.g. smoveyCOACH (no space, no hyphen).
- When using the logo, authorised providers must always use the correct colours and the logo may not be changed (APs can request a guideline to corporate design from marketing@smovey.com).
- 'smovey' may not be used wholly or partially or in an edited form as the name or company name of the authorised provider's business. Similarly, 'smovey' may also not be used in a URL or website domain, or email address by the AP, as this could lead to misunderstandings.
- It is not permitted to create and/or sell any merchandise articles (T-shirts, bags etc) with the word 'smovey' or the logo. Only smovey GmbH or authorised partners may do so.
- The smoveyDESIGN was developed to identify devices, programmes and services offered by smovey GmbH. APs may therefore only use it to promote smoveyEQUIPMENT. Use in combination with other programmes, manufacturers, brands and similar requires written permission from smovey GmbH.

4.3.When carrying out sales and expansion tasks, the authorised provider may only make claims about the products and sales system that comply with the official promotion and sales requirements documentation issued by smovey, and may only use documents issued by smovey or authorised by smovey in writing.

4.4.The setting up and commercial use of websites for the presentation of smoveyPRODUCTS and/or the sales system requires written approval from smovey. These websites must comply with smovey's guidelines. In order to avoid misunderstandings, the AP should ensure that their website cannot be confused with the official smoveyWEBSITE. Any promotion or sponsoring of an individual website is only permitted when online search criteria such as 'smovey' or 'vibrowsing' result in the official smovey website being displayed first. When operating their individual online presence, including online shop, the authorised provider shall include a link to the official smoveyWEBSITE unless the AP already operates their own online shop that has been approved by smovey in writing.

4.5.smovey operates smoveyPAGES on various social media platforms such as Facebook, YouTube, Twitter and Instagram. In order to avoid confusion, authorised providers are not permitted to set up and/or operate any soci-

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al media sites under the smovey name or to use smovey's trade names, brands or designs/logos either alone or together with other names.

5. CONTRACT DURATION AND TERMINATION:

5.1. The agreement is open-ended.

5.2. This agreement can be properly terminated by either party in accordance with applicable statutory regulations. Termination must be made in writing (including email).

5.3. Furthermore, this agreement can also be terminated by either party on important grounds if upholding the contract until the next proper termination date is unreasonable for either party due to the behaviour of the other party. This form of termination does not require a warning before termination insofar as the violation and its effects cannot be remedied or insofar as the nature and extent of possible damages mean it is necessary to end the contractual relationship with immediate effect.

5.4. If the authorised provider terminates the agreement, smovey shall buy back all products purchased by the authorised provider within 30 days before the contract's end for the applicable net purchase price. This requires that all products are in an up-to-date, resellable and completely undamaged condition with unopened packaging. smovey shall deduct from all amounts to be reimbursed to the authorised provider all received commission, bonuses, discounts and other premiums for the returned items, all obligations and a processing fee of 10% of the net goods value.

5.5. Once the contract has been terminated, the authorised provider, their spouse or partner and/or any relatives sharing a residence must wait 6 months before being able to submit a new AP application.

5.6. The contract shall end automatically if the AP does not pay the LAF (section 2.2.d) or on the death of the AP (section 6.3).

5.7. After the contract has ended, the sales structure allocated to the authorised provider (downline made up of customers and other authorised providers) shall be transferred to the next up-line level.

6. TRANSFER OF ORGANISATIONAL STRUCTURE, DEATH, CHANGE OF SPONSORING LINE:

6.1. smovey has the right to transfer their organisational structure to a successor company at any time, who shall continue contractual business in the same way and replace smovey in all existing rights and obligations. Insofar as the authorised provider does not consent to this transfer and informed smovey as such immediately, the contractual relationship with the AP shall terminate at the next possible termination date.

6.2. The authorised provider has the basic right to transfer their contractual position. However, this requires written approval from smovey. Approval shall only be granted if smovey believes that the successor is suitable for the proper carrying out of the relevant position and its tasks and obligations, and is prepared to participate in reasonable training at smovey's request.

6.3. The authorised provider's tasks and obligations must be carried out in person. As a result, the contract shall expire upon the death of the authorised provider. smovey can offer a verified heir the opportunity to take over the deceased authorised provider's legal status, insofar as smovey deems that the heir fulfils all necessary requirements.

6.4. Changes of sponsoring line are not permitted. Direct or indirect double registrations are not permitted and are sufficient grounds for immediate termination.

7. COMPETITION AND CONFIDENTIALITY:

7.1. The authorised provider may sell other products or services as long as these do not compete with the current smovey PRODUCT RANGE. However, it is not permitted to promote, present or sell these other products/services with smovey events or under the smovey name. The authorised provider should inform smovey in writing about any such additional sales activities.

7.2. The authorised provider may not cause any other smovey PROVIDERS to sell other products or services alongside or instead of their smovey BUSINESS, or to otherwise promote the sale of these products and services. This also applies if the other products/services are not in competition with smovey's products/services.

7.3. The authorised provider must keep confidential all information about smovey, the product range and the sales system both during and after the end of this agreement, insofar as this information is not publicly available. This obligation extends to all information and circumstances relating to members of the smovey SALES ORGANISATION, regardless of whether these members are part of the sales community set up by the provider. Furthermore, the authorised provider may only use this information for purposes relating to smovey.

8. LIMITATION:

All claims from this contract shall expire 1 year after maturity and/or after they became known.

9. CHANGING CONTRACTUAL PROVISIONS, REQUIREMENT OF THE WRITTEN FORM, APPLICABLE LAW, PLACE OF JURISDICTION:

9.1. If smovey establishes that changes to the provisions in this agreement or the remuneration plan are necessary due to the mutual financial interests of both parties, the authorised provider shall be informed in good time either in writing or online about any such changes. In this communication, the authorised provider shall be informed of the time such changes shall come into effect. If the authorised provider does not contest these changes in writing or via email within one month of receiving the notification, the changes shall come into effect. If no amicable agreement can be made, smovey and the authorised provider shall end their contractual relationship at the next possible date of termination.

9.2. Changes to the contract must be made in writing. This also applies to changes to this requirement of the written form.

9.3. The place of jurisdiction is smovey's registered office if the AP is a registered trader.

9.4. If any provision in this contract is invalid, the validity of all other provisions in this contract shall remain unaffected.

10. DATA PROTECTION

By signing this registration form, the authorised provider consents to smovey saving and processing all information entered into the registration form and all other personal information provided electronically or otherwise within the realms of this collaboration (including name, address, telephone and fax number, email, bank and credit card details, VAT number). The authorised provider also consents that smovey may make this information available to other members of the smovey sales organisation both nationally and internationally in accordance with the remuneration plan, insofar as this data is required to process this collaboration and for the international implementation of the smovey distribution system. The authorised provider has the right to inspect their data. Such data can be requested via the following email address: office@smovey.com.